

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

November 13, 2012

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session

First Tuesday of each month – 6:00 p.m.

City Council Study Sessions

Third Tuesday of each month – 6:00 p.m.

City Council Meetings

Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

William H. Batey II, Mayor Pro Tem
Jesse L. Molina, Council Member

Richard A. Stewart, Mayor

Robin N. Hastings, Council Member
Marcelo Co, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
November 13, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of California Municipal Treasurer's Association (CMTA) Certification Award to Financial & Administrative Services/Treasury Operations Division
2. Proclamation Recognizing Epilepsy Awareness Month
3. Mayor's Awards of Valor Recognizing Jeff Bailey and Kelvin King
4. Business Spotlight
 - a) Outback Steakhouse
 - b) Edible Arrangements

**AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES**

***THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD
MEETINGS***

**REGULAR MEETING - 6:30 PM
NOVEMBER 13, 2012**

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees- actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Arnold Espinoza - Praise Chapel Christian Fellowship

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed

AGENDA
November 13, 2012

to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, City as Successor Agency for the Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF OCTOBER 9, 2012 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

A.3 APPROVAL OF THE PAYMENT REGISTER FOR AUGUST, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Adopt Resolution No. 2012-86, approving the Payment Register for the month of August, 2012 in the amount of \$11,332,314.67.

Resolution No. 2012-86

A Resolution of the City Council of the City of Moreno Valley, California, approving the payment register for the month of August, 2012.

A.4 EXTENSION OF THE ESTABLISHED SERVICE AUTHORITY FOR THE ABANDONED VEHICLE ABATEMENT PROGRAM (Report of: Community & Economic Development Department)

Recommendations

1. Adopt Resolution No. 2012-87 amending Resolution No. 2002-56 and extending the established service authority for the Abandoned Vehicle Abatement program until May 31, 2024

AGENDA
November 13, 2012

Resolution No. 2012-87

A Resolution of the City Council of the City of Moreno Valley, California, for Extension of the Established Service Authority for the Abandoned Vehicle Abatement Program

- A.5 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO ADOPT AN ENERGY AUDIT AND ENERGY EFFICIENCY IMPLEMENTATION PROGRAM (Report of: Public Works/EU)

Recommendations

1. Approve Proposed Resolution No. 2012-88 adopting an Energy Audit and Energy Efficiency Implementation Program:

Resolution No. 2012-88

A Resolution of the City Council of the City of Moreno Valley Adopting an Energy Audit and Energy Efficiency Implementation Program for Moreno Valley Electric Utility

2. Authorize the City Manager to execute the Professional Services Agreement with Richard Heath and Associates (RHA) for a one-year period plus three one-year option periods in a total amount not to exceed \$160,000;
 3. Approve the appropriation of \$40,000 from the Electric Utility Fund's fund balance for the Energy Audit and Energy Efficiency Implementation Program for the first year of the agreement; and
 4. Authorize the Purchasing Manager to issue a purchase order to RHA in the amount of \$40,000.
- A.6 APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING INC. FOR SR-60/NASON STREET OVERCROSSING BRIDGE IMPROVEMENTS - PROJECT NO. 802 0003 70 77-4821 (Report of: Public Works Department/CPD)

Recommendations

1. Authorize the "Agreement for Professional Consultant Services" with Leighton Consulting, Inc. (Leighton), 41715 Enterprise Circle N., Suite 103, Temecula, CA 92590-5661, to provide professional geotechnical and materials testing services during construction of the SR-60/Nason Street Overcrossing Bridge Improvements project for a total

agreement amount not to exceed \$197,201;

2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;
3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Leighton; and
4. Authorize the issuance of a Purchase Order totaling \$197,201 to Leighton when the contract has been signed by all parties.

A.7 APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION SURVEY SERVICES WITH PSOMAS FOR SR-60/NASON STREET OVERCROSSING BRIDGE IMPROVEMENTS - PROJECT NO. 802 0003 70 77-4821 (Report of: Public Works Department/CPD)

Recommendations

1. Authorize the "Agreement for Professional Consultant Services" with PSOMAS (PSOMAS), 1500 Iowa Avenue, Suite 210, Riverside, CA 92507-2465, to provide professional survey services during construction of the SR-60/Nason Street Overcrossing Bridge improvements for a total agreement amount not to exceed \$159,951;
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;
3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with PSOMAS; and
4. Authorize the issuance of a Purchase Order totaling \$159,951 to PSOMAS when the contract has been signed by all parties.

A.8 AUTHORIZE THE APPROPRIATION OF ADDITIONAL FUNDS AND AWARD OF THE CONSTRUCTION CONTRACT TO PTM GENERAL ENGINEERING SERVICES INC. FOR THE TRAFFIC SIGNAL IMPROVEMENTS FOR JOHN F. KENNEDY DRIVE AT LA BRISIS WAY INTERSECTION PROJECT NO. 808 0007 70 76 (Report of: Public Works Department/CPD)

AGENDA
November 13, 2012

Recommendations

1. Authorize the transfer and appropriation of \$61,000.00 from the Traffic Signal Development Impact Fee (DIF) Fund (Fund 2902) to the DIF Traffic Signal Capital Project Fund (Fund 3302) Account 3302-70-76-80008-720134;
2. Waive any and all minor irregularities and award the contract to PTM General Engineering Services Inc., 5942 Acorn Street, Riverside, CA 92504, the lowest responsible bidder;
3. Authorize the City Manager to execute a contract with PTM General Engineering Services Inc.;
4. Authorize the issuance of a Purchase Order to PTM General Engineering Services Inc. for the amount of \$197,566.24 (\$179,605.67 for the contract, plus 10% contingency) when the contract has been signed by all parties;
5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with PTM General Engineering Services Inc., up to but not to exceed the Purchase Order's total contingency amount of \$17,960.57, subject to the approval of the City Attorney; and
6. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to PTM General Engineering Services Inc., if no claims are filed against the project.

A.9 AWARD CONSTRUCTION CONTRACT TO RIVERSIDE CONSTRUCTION COMPANY FOR SR-60/NASON STREET OVERCROSSING BRIDGE IMPROVEMENTS – PROJECT NO. 802 0003 70 77–4821 (Report of: Public Works Department/CPD)

Recommendations

1. Award the construction contract for SR-60/Nason Street Overcrossing Bridge Improvements to Riverside Construction Company, Inc. (Riverside Construction), 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder;
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and

authorize the City Manager to access agency funds only after Oversight Board approval;

3. Authorize the issuance of a Purchase Order for \$13,104,132.00 (\$10,920,110.00 bid plus 20% contingency of \$2,184,022.00) to Riverside Construction when the contract has been signed by all parties;
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Riverside Construction, up to but not to exceed the Purchase Order's total contingency amount of \$2,184,022.00, subject to the approval of the City Attorney;
5. Authorize intermittent full road closures of (1) Nason Street from Ironwood Avenue to Fir Avenue and (2) Elder Avenue from Foxhound Circle to Nason Street for the duration of construction;
6. Authorize the City Engineer to extend the intermittent full road closures for another 90 days from the anticipated completion date due to unforeseen construction issues;
7. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by Contractor; and
8. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained system upon acceptance of the improvements as complete.

A.10 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL DESIGN CONSULTANT SERVICES TO DMC DESIGN GROUP, INC. FOR THE HEACOCK STREET SOUTH EXTENSION BETWEEN SAN MICHELE ROAD AND HARLEY KNOX BOULEVARD PROJECT NO. 801 0010 70 77 (FORMERLY 10-12566729) (Report of: Public Works Department/CPD)

Recommendations

1. Approve the Agreement for Professional Consultant Services with DMC Design Group, Inc., 140 North Maple Street, Suite 104, Corona, CA 92880, for the design of Heacock Street South Extension between San Michele Road and Harley Knox Boulevard;
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with DMC Design Group, Inc.;
3. Authorize the issuance of a Purchase Order to DMC Design Group,

AGENDA
November 13, 2012

Inc. in the amount of \$219,734.00 when the Agreement has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with DMC Design Group, Inc., within the Purchase Order amount, subject to the approval of the City Attorney.

A.11 FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH STK ARCHITECTURE, INC. FOR CITY HALL SECOND LEVEL LIGHTWEIGHT CONCRETE FLOOR REHABILITATION, ROOF RESTORATION, AND BUILDING SEISMIC RETROFIT DESIGN PROJECT NO. 803 0014 30 40 (Report of: Public Works/CPD)

Recommendations

1. Approve the First Amendment to Project Specific Agreement for Professional Consultant Services with STK Architecture, Inc. for City Hall Second Level Lightweight Concrete Floor Rehabilitation, Roof Restoration, and Building Seismic Retrofit Design;
2. Authorize the City Manager to execute said Amendment to Project Specific Agreement for Professional Consultant Services with STK Architecture, Inc., subject to approval of the City Attorney; and
3. Authorize an increase in the Purchase Order to STK Architecture, Inc. in the amount of up to but not to exceed \$43,197 once the amendment to agreement has been signed by all parties.

A.12 APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR DESIGN SUPPORT DURING CONSTRUCTION WITH PARSONS TRANSPORTATION GROUP FOR SR-60/NASON STREET OVERCROSSING BRIDGE IMPROVEMENTS – PROJECT NO. 802 0003 70 77-4821 (Report of: Public Works/CPD)

Recommendations

1. Authorize an “Agreement for Professional Consultant Services” with Parsons Transportation Group (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide professional construction support design services during construction of the SR-60/Nason Street Overcrossing Bridge improvements for a total agreement amount not to exceed \$169,000;
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment

Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;

3. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with Parsons; and
4. Authorize the issuance of a Purchase Order totaling \$169,000 to Parsons when the contract has been signed by all parties.

A.13 PUBLIC USE PERMIT (PUP) 4030 - CALVARY CHAPEL OF MORENO VALLEY - RELEASE PUBLIC IMPROVEMENT AGREEMENT REQUIREMENT AND EXONERATE THE STRAIGHT PROMISSORY NOTE (SECURED BY DEED OF TRUST) AS FAITHFUL PERFORMANCE SECURITY FOR IMPROVEMENTS TO PETTIT STREET - DEVELOPER: CALVARY CHAPEL OF MORENO VALLEY, MORENO VALLEY, CA (Report of: Community & Economic Development Department)

Recommendations

1. Release the Public Improvement Agreement Requirement for PUP 4030; and
2. Exonerate the Straight Promissory Note (Secured by Deed of Trust) as Faithful Performance Security for Improvements to Pettit Street.

A.14 PA12-0007 (PM 36449) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF PERRIS BOULEVARD AND JOHN F. KENNEDY DRIVE; OWNER: PROFESORS' FUND IV, LLC, SOLONA BEACH, CA 92705, DEVELOPER: FAMILY DOLLAR, INC., A NORTH CAROLINA CORPORATION, CHARLOTTE, NC 82801-1017 (Report of: Community & Economic Development Department)

Recommendations

1. Approve Parcel Map 36449, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;
2. Accept the Agreement and Security for Public Improvements;
3. Authorize the Mayor to execute the Agreement;
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
5. Authorize the City Engineer to execute any future time extension

amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

- A.15 FINANCIAL STATEMENTS FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY FOR SEVEN MONTHS ENDED JANUARY 31, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Serving as the Successor Agency receive and file the Financial Statements for the Community Redevelopment Agency (RDA) for the City of Moreno Valley for seven months ended January 31, 2012.

- A.16 FIRST AMENDMENT TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT (Report of: Community & Economic Development Department)

Recommendations

1. Authorize the First Amendment to the California Energy Efficiency Strategic Plan Implementation Contract; and
2. Authorize the City Manager to execute said Amendment.

- A.17 APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR DESIGN SUPPORT DURING CONSTRUCTION WITH PARSONS TRANSPORTATION GROUP FOR SR-60/MORENO BEACH DRIVE INTERCHANGE PHASE 1 IMPROVEMENTS – PROJECT NO. 801 0038 70 77 (Report of: Public Works/CPD)

Recommendations

1. Authorize an “Agreement for Professional Consultant Services” with Parsons Transportation Group (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide professional construction support design services during construction of the SR-60/Moreno Beach Drive Interchange Phase 1 improvements for a total agreement amount not to exceed \$144,000;
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval;
3. Authorize the City Manager to execute said “Agreement for

Professional Consultant Services” with Parsons; and

4. Authorize the issuance of a Purchase Order totaling \$144,000 to Parsons when the contract has been signed by all parties.

A.18 FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (HOME) BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP (Report of: Community & Economic Development Department)

Recommendations

1. Adopt Resolution No. 2012-89 consenting to the approval by the City of Moreno Valley of the First Amendment to the Affordable Housing Agreement (HOME) by and between the City and MV Hemlock LP, a California limited partnership;

Resolution No. 2012-89

A Resolution of the City Council of the City of Moreno Valley approving a First Amendment to Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership

2. Approve the First Amendment Affordable Housing Agreement (HOME) by and between the City of Moreno Valley and MV Hemlock LP, a California limited partnership.

A.19 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of October 3 – November 6, 2012.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF OCTOBER 9, 2012 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

AGENDA
November 13, 2012

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF OCTOBER 9, 2012 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.1.1 MINUTES - REGULAR MEETING OF OCTOBER 9, 2012 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2012-90 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

Resolution No. 2012-90

A Resolution of the City Council of the City of Moreno Valley, Adopting a Resolution for the Abatement of Public Nuisances

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

AGENDA
November 13, 2012

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Mayor Richard A. Stewart will report on March Joint Powers Commission

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR APN 478-430-031 AND APN 292-280-032 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendations That the City Council:

1. Accept public comments regarding the mail ballot proceedings for Assessor Parcel Number (APN) 478-430-031 and APN 292-280-032 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 478-430-031 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

Recommendations That the CSD:

1. Accept public comments regarding the mail ballot proceeding for APN 478-430-031 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 INTRODUCTION OF A CRIME FREE MULTI HOUSING ORDINANCE (Report of: Police Department)

Recommendations That the City Council:

1. Introduce Ordinance No. 855 which would make Crime Free Multi-Housing Certification a requirement for owners and/or operators of residential rental housing properties.

Ordinance No. 855

AGENDA
November 13, 2012

An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 11.85 to the City of Moreno Valley Municipal Code, Relating to Crime Free Multi-Family Residential Housing

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

- **PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL**

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL -
SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL -
INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
October 9, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Fire Prevention Week, Have Two Ways Out, October 7 - 13, 2012
2. Proclamation Recognizing Public Power Week, October 7-13, 2012
3. Officer of the Quarter Presentation to Officer Paul Grotefend
4. Spotlight on Moreno Valley Business
 - a) Z & M Tailoring
 - b) Moreno Valley Unified School District

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:30 PM
October 9, 2012**

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:42 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Richard A. Stewart

INVOCATION - Pastor Paul Cunningham - Renewal Christian Fellowship

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Absent:

William H. Batey II	Mayor Pro Tem
---------------------	---------------

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director

MINUTES
October 9, 2012

Robert Hansen
Michelle Dawson
Joel Ontiveros
Abdul Ahmad
Ahmad Ansari
Barry Foster
Tom DeSantis
Mike McCarty
Michele Patterson

City Attorney
Assistant City Manager
Police Chief
Fire Chief
Public Works Director
Community and Economic Development Director
Human Resources Director
Parks & Community Services Director
Assistant to the City Manager

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 25, 2012 (Report of: City Clerk Department)

Recommendations:

Approve as submitted.

A.3 TRACT MAP 31128 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING ROUND LEAF ROAD, DAMASCUS ROAD, LEMON GUM COURT, BIG HORN AVENUE, BARK LANE, SALT RIVER WAY, RED GUM STREET, SILVER MOUNTAIN WAY, ROSEA COURT, WILLOW LEAF ROAD, CIDER GUM WAY, AROMATIC COURT, PEPPERMINT STREET, WHITE BOX LANE, GIMLET LEAF WAY, EVERGREEN STREET, SHIMMER COURT, GRACEFUL LANE, AND THE PORTIONS OF CACTUS AVENUE, OLIVER STREET, NASON STREET, AND DELPHINIUM AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Community & Economic Development Department)

MINUTES
October 9, 2012

Recommendations:

1. Adopt the proposed Resolution No. 2012-80 authorizing the acceptance of the public improvements within Tract Map 31128 as complete and accepting Round Leaf Road, Damascus Road, Lemon Gum Court, Big Horn Avenue, Bark Lane, Salt River Way, Red Gum Street, Silver Mountain Way, Rosea Court, Willow Leaf Road, Cider Gum Way, Aromatic Court, Peppermint Street, White Box Lane, Gimlet Leaf Way, Evergreen Street, Shimmer Court, Graceful Lane, and the portions of Cactus Avenue, Oliver Street, Nason Street, and Delphinium Avenue associated with the project into the City's maintained street system; and

Resolution No. 2012-80

A Resolution of the City Council of the City of Moreno Valley, California Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31128 and Accepting Round Leaf Road, Damascus Road, Lemon Gum Court, Big Horn Avenue, Bark Lane, Salt River Way, Red Gum Street, Silver Mountain Way, Rosea Court, Willow Leaf Road, Cider Gum Way, Aromatic Court, Peppermint Street, White Box Lane, Gimlet Leaf Way, Evergreen Street, Shimmer Court, Graceful Lane, and the Portions of Cactus Avenue, Oliver Street, Nason Street, and Delphinium Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.4 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING INDEPENDENT ACCOUNTANT'S REPORT OF THE HOUSING DUE DILIGENCE REVIEW OF THE LOW AND MODERATE INCOME HOUSING FUND (Report of: Community & Economic Development Department)

Recommendations:

1. That the City Council of the City of Moreno Valley Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley: Adopt Resolution No. 2012-81 approving the Independent Accountant's Report of the Housing Due Diligence Review Conducted Pursuant to Section 34179.5 for the Low And Moderate Income Housing Fund; and

MINUTES
October 9, 2012

Resolution No. 2012-81

A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Independent Accountant's Report of the Housing Due Diligence Review Conducted Pursuant to Section 34179.5 for the Low and Moderate Income Housing Fund and authorizing staff to transmit the report to the Oversight Board and to the County Auditor-Controller, State Controller's Office, and Department of Finance Pursuant to Section 34179.6 of the Dissolution Act

2. Authorize staff to transmit the Report to the Oversight Board and to the County Auditor-Controller (CAC), State Controller's Office (SCO), and Department of Finance (DOF) Pursuant to Section 34179.6 of the Dissolution Act.

Motion to Approve as amended and corrected (revised pages of the report attached to the Resolution: page 9 - footnote for item "Land Held for Redevelopment (\$197,660)" was changed from (c) to (a); page 13 - Item 1 "Land Held for Redevelopment" – the amount of \$197,660 was deleted and changed to "none"; page 18 - original amount of \$197,660 referenced in "Less assets that are not cash equivalents" was revised to zero) by m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

- A.5 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendations:

Receive and file the Reports on Reimbursable Activities for the period of September 19 – October 2, 2012.

- A.6 AUTHORIZATION TO AWARD THE PURCHASE OF FLOORING MATERIAL FOR PROJECT NUMBERS 803-0020-30-40 & 803-0014-30-40, CITY HALL CARPET, FROM THE SHAW INDUSTRIES CORPORATION (Report of: Human Resources/Facilities)

Recommendations:

1. Award the purchase of flooring materials to the Shaw Industries Corporation for City Hall Flooring Projects in an amount not to exceed \$226,000; and

MINUTES
October 9, 2012

2. Authorize the issuance of Purchase Orders to the Shaw Industries Corporation in an amount not to exceed \$226,000.

A.7 APPROVE RESOLUTION 2012-82 TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works/EU)

Recommendations:

Approve Resolution No. 2012-82 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2012-82

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.8 ACCEPTANCE OF FISCAL YEAR 2012/2013 SB 821 GRANT AND FUNDING APPROPRIATION FOR CITYWIDE SIDEWALKS AND ACCESS RAMPS PROJECT - PROJECT NO. 801 0044 70 76 (Report of: Public Works Department)

Recommendations:

1. Accept the Riverside County Transportation Commission (RCTC) SB 821 Bicycle and Pedestrian Facilities Program grant award of up to \$150,000 in funds for the Citywide Sidewalks and Access Ramps project; and
2. Authorize the following appropriations:
 - a. \$150,000 – revenue appropriation (2800-99-99-92800);
 - b. \$150,000 – expense appropriation (2800-70-76-80001) in the SCAG Article 3 Fund).

A.9 ACCEPTANCE OF FISCAL YEAR 2012/2013 COMMUNITY BASED TRANSPORTATION PLANNING GRANT AND FUNDING APPROPRIATION FOR CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE PROJECT - PROJECT NO. 801 0045 70 76 (Report of: Public Works Department)

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Community Based Transportation Planning (CBTP) Grant award of up to \$136,250 in funds for the City of Moreno Valley Bicycle Master Plan Update with a City match of \$13,750; and
2. Authorize the following appropriations:
 - a. \$136,250 – revenue appropriation (2001-99-99-92001);

MINUTES
October 9, 2012

b. \$150,000 – expense appropriation (2001-70-76-80001) in the Measure A project fund (\$13,750 balance is the required matching funds from Measure A).

- A.10 AUTHORIZE THE SUBMITTAL OF AN APPLICATION FOR THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH - PAVING THE WAY FOR SAFE ROUTES TO SCHOOL GRANT PROGRAM (Report of: Public Works Department)

Recommendations:

Authorize the submittal of an application for the California Department of Public Health – “Paving the Way for Safe Routes to School” grant program.

- A.11 AUTHORIZE A CHANGE ORDER TO THE AGREEMENT FOR CONSTRUCTION WITH RASMUSSEN BROTHERS CONSTRUCTION, INC. TO CONSTRUCT THE PUBLIC SAFETY BUILDING MONITOR ROOM SPACE CONVERSION PROJECT NO. 803 0019 70 77 (Report of: Public Works Department/CPD)

Recommendations:

1. Authorize a change order to the Agreement for Construction with Rasmussen Brothers Construction, Inc. (RBC) to construct the Public Safety Building Monitor Room Space Conversion;
2. Authorize the City Engineer/Public Works Director to execute said change order;
3. Authorize the issuance of a purchase order for \$57,620.40 (\$48,017.00 plus 20% contingency of \$9,603.40) to RBC when the change order has been signed by all parties;
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with RBC, up to but not to exceed the purchase order’s total contingency amount of \$9,603.40, subject to the approval of the City Attorney; and
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines that all contract requirements and punch-list items are completed by RBC, accept the improvements into the City’s maintained system, and release the retention to Contractor if no claims have been filed against the project.

- A.12 TRACT MAP 29920-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING SANTE FE

MINUTES
October 9, 2012

DRIVE, PONCHA SPRINGS WAY, COPPER MOUNTAIN ROAD, WINTER PARK PLACE, STORRIE LAKE DRIVE, RIO BLANCO TRAIL, HILLROSE LANE, AND THE PORTIONS OF GRANDE VISTA DRIVE AND IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: CHT INVESTMENT, LLC, NEWPORT BEACH, CA 92660 (Report of: Community & Economic Development Department)

Recommendations:

1. Adopt the proposed Resolution No. 2012-83, authorizing the acceptance of the public improvements within Tract Map 29920-1 as complete and accepting Sante Fe Drive, Poncha Springs Way, Copper Mountain Road, Winter Park Place, Storrie Lake Drive, Rio Blanco Trail, Hillrose Lane, and the Portions of Grande Vista Drive and Iris Avenue Associated with the Project Into the City's Maintained Street System; and

Resolution No. 2012-83

A Resolution of the City Council of the City Of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 29920-1 and Accepting Sante Fe Drive, Poncha Springs Way, Copper Mountain Road, Winter Park Place, Storrie Lake Drive, Rio Blanco Trail, Hillrose Lane, and the Portions of Grande Vista Drive and Iris Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.13 APPROVE THE TRANSFER OF FUNDS FROM THE DEPOSIT LIABILITY TRUST FUND (4010) TO PUBLIC WORKS GENERAL CAPITAL PROJECTS FUND (3002) AND AUTHORIZE THE APPROPRIATION OF FUNDS FOR PAVEMENT RESURFACING FOR IRIS AVENUE (Report of: Public Works Department/CPD)

Recommendations:

1. Approve the transfer of \$867,396 from the Deposit Liability Trust Fund-Deposits-Moreno Valley Ranch (MVR) Street Improvements Account (4010-250580) to the Public Works (PW) General Capital Projects Fund (3002-99-99-93002);
2. Appropriate \$867,396 from the transfer to the PW General Capital

MINUTES
October 9, 2012

Projects Fund (3002-70-77-80001-720199);

3. Authorize the allocation of the above funds to the following projects:
 - Citywide Annual Pavement Resurfacing Program – 803 0003 70 77 3002-99 (\$587,396); and
 - Nason Street-Cactus Avenue Street Improvements, - 801 0019 70 77-3002C-99 (\$280,000);
4. Authorize a change order to the Purchase Order with Hardy & Harper, Inc., reducing the encumbrance by \$587,396 in the Measure A Fund (2001) and encumbering an equal amount in the PW General Capital Projects Fund (3002); and
5. Authorize a change order to the Purchase Order with Sully-Miller Contracting Company, Inc., reducing the encumbrance by \$280,000 in the Measure A Fund (2001) and encumbering an equal amount in the PW General Capital Projects Fund (3002).

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 25, 2012 (Report of: City Clerk Department)

Recommendations:

Approve as submitted.

B.3 ACCEPTANCE OF GRANT MONIES FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD (Report of: Parks and Community Services Department)

Recommendations:

1. Authorize the acceptance of grant money in the amount of \$485,107 for Fiscal Year (FY) 2012/2013 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2012-21 to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel, as shown on the resolution, to sign contract documents for FY

MINUTES

October 9, 2012

2012/2013.

Resolution No. CSD 2012-21

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Certifying the Approval of the Governing Board to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize Designated Personnel to Sign Contract Documents for FY 2012/13

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 25, 2012 (Report of: City Clerk Department)

Recommendations:

Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF SEPTEMBER 25, 2012 (Report of: City Clerk Department)

Recommendations:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2, except Item A.4, which was pulled for separate action by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

E. PUBLIC HEARINGS

E.1 A PUBLIC HEARING REGARDING PA12-0027, TO ADOPT AN ENERGY EFFICIENCY AND CLIMATE ACTION STRATEGY DOCUMENT. THE PROPOSAL INCLUDES POTENTIAL PROGRAMS AND POLICIES TO

MINUTES
October 9, 2012

REDUCE OVERALL ENERGY USE, INCREASE THE USE OF RENEWABLE ENERGY, AND IDENTIFY THE LIFE CYCLE COSTS OF FUTURE CITY PROJECTS (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. After conducting a public hearing, RECOGNIZE that application PA12-0027 (Energy Efficiency and Climate Action Strategy) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378; and
2. ADOPT City Council Resolution No. 2012-84 thereby APPROVING The Energy Efficiency and Climate Action Strategy PA12-0027, based on the findings in the City Council Resolution.

Resolution No. 2012-84

A Resolution of the City Council of the City of Moreno Valley, California, approving The Energy Efficiency and Climate Action Strategy (PA12-0027), which is intended to assist with the city's compliance with Assembly Bill 32 and Senate Bill 375, both State Initiatives Aimed at Reducing Greenhouse Gas Emissions in California

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from by Tommy Thompson (Building Industry Association).

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Robin N. Hastings

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Robin N. Hastings

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

- E.2 PUBLIC HEARING AND RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES FOR RESIDENTIAL AND COMMERCIAL & INDUSTRIAL DEVELOPMENT (Report of: Community & Economic Development Department)

MINUTES
October 9, 2012

Recommendations That the City Council:

1. Conduct a Public Hearing for the adjustment of the City of Moreno Valley Development Impact Fees for Residential and Commercial & Industrial Development;
2. Accept the Update Development Impact Fee Nexus Study (Dated October 2012) as submitted by Colgun Consulting Corporation; and
3. Adopt Resolution No. 2012-85 adjusting Development Impact Fees for Residential and Commercial & Industrial Development.

Resolution No. 2012-85

A Resolution of the City of the City Council of the City of Moreno Valley, California, Adopting the Development Impact Fee (DIF) Update Study 2012 Applicable to all Developments in the City of Moreno Valley

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (supports some parts/opposes some parts), Tommy Thompson (representing Building Industry Association; supports), Jim Jernigan (supports), Patrick Russell (representing Sares-Regis Group; supports), Damon Austin (representing Trummel Crow Co - supports), Gil Saenz (representing Ridge Property Trust; supports), and Steven Ames (representing USAA; supports).

Motion to Approve to remove Section 7.5 of the resolution, Residential Mobile/Senior, and bring it back at a later date by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

Motion to Approve to accept the Update Development Impact Fee Nexus Study as submitted by Colgun Consulting Corporation with the exception of High Cube development by m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

Motion to Approve the project will not have a significant effect on the environment and is therefore exempt from the provisions of CEQA, per CEQA guidelines Section 15061 by m/Council Member Robin N.

MINUTES
October 9, 2012

Hastings, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

Motion to Adopt Resolution No. 2012-85, adjusting Development Impact Fees for Residential and Commercial Development for all the categories listed in the Resolution with the exception of what was objected by Manufactured Housing Educational Housing Trust (MHET) and High Cube industrial by m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

Motion to Approve to accept the Nexus Study for High Cube development in its totality by m/Council Member Jesse L. Molina, s/Mayor Richard A. Stewart

Approved by a vote of 3-1-1, Council Member Robin N. Hastings opposed, Mayor Pro Tem William H. Batey II absent.

Motion to Approve that the project will not have a significant effect on the environment and is therefore exempt from the provisions of CEQA per CEQA guidelines Section 15061 by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

Motion to Approve that the Fee Table, Section 7 of the Resolution, is amended to include High Cube development per the Nexus Study and direct staff to bring back a resolution reflecting the addition of High Cube by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 3-1-1, Council Member Robin N. Hastings opposed, Mayor Pro Tem William H. Batey II absent.

Recess;

Reconvened

MINUTES
October 9, 2012

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

Item A.4 moved to Section F for separate action

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Council Member Robin N. Hastings on Western Riverside Council of Governments (WRCOG)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Council Member Robin N. Hastings reported that the HERO commercial program is moving forward and is available through the WRCOG Web site. WRCOG will begin processing \$50 million dollars for commercial properties businesses that are interested in the energy retrofit program; encouraged businesses to apply; on the residential side of the HERO program, more than \$53 million dollars in energy retrofitting has been approved; it is the most successful and the largest energy retrofit program of its kind in the nation; thanked the Council for supporting it

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

G.2.1 Human Resources Department Update - Report by: Human Resources Director Tom DeSantis, Human Resources Director
(Continued from September 25, 2012)

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

MINUTES
October 9, 2012

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ORDINANCE 854 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA08-0034 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 0.54 ACRES OF 22184 ALESSANDRO BOULEVARD (PORTION OF ASSESSOR PARCEL NUMBER 291-190-025) FROM OFFICE COMMERCIAL (OC) TO COMMUNITY COMMERCIAL (CC) (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 25, 2012 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

Adopt Ordinance No. 854 thereby APPROVING Zone Change PA08-0034, based on the findings in the City Council Ordinance.

Ordinance No. 854

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA08-0034 (Zone Change) to change the Land Use District for approximately 0.54 acres of 22184 Alessandro Boulevard (portion of Assessor Parcel Number 291-190-025) from Office Commercial (OC) to Community Commercial (CC)

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina

Approved by a vote of 4-0-1, Mayor Pro Tem William H. Batey II absent.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Deanna Reeder

1. Candidates running for City Council offices

Vince Lauro

1. Campaigning for District 1 council office

MINUTES
October 9, 2012

Tyrone A. Macedon Sr - a member of student senate of Moreno Valley Community College

1. Introduced himself; will report on different events in the future

Jose Chavez

1. Election; campaign signs

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,
COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY**

Council Member Jesse L. Molina

1. On October 3, was passing out fliers to encourage children to walk to school; thanked staff for the grants they received; after 20 years Ironwood Blvd. has a sidewalk, and now kids can walk to schools; sidewalks were put also on Myers, Dracaea and Atwood; thanked for the traffic light on Davis St., which increased safety; hopes that Safe Route to School materializes; thanked all and lets keep on moving forward

Council Member Robin N. Hastings

1. Stated that she received few calls and emails from residents living on the east end regarding mounts of dirt on the corner of Redlands and Alessandro - this is part of the storm clean-up, a dumping location of all the mud removed from streets and ditches; Public Works staff is going to remove that; the silt from the storm still has clouds of dust coming from vehicular traffic on Cottonwood and Alessandro
2. Thanked four fathers of kids who attended La Jolla Elementary School who voiced a concern that there is no stop sign on the corner of Dracaea and Oliver; recently, Public Works staff installed a stop sign at Dracaea and Oliver, which is very appreciated by parents picking up and dropping off kids to school
3. This Thursday, will attend a crisis communication workshop conducted by the State of California to facilitate inter-regional, intergovernmental communication in the event of an emergency; will bring back a lot of information
4. Welcomed Tyron, the student representative from the Moreno Valley

MINUTES
October 9, 2012

Community College; a positive communication will occur now between the Council and the College; is looking forward to see him again

Council Member Marcelo Co

1. Thanked everyone for coming to the Council meeting tonight; emphasized that those who want to understand will ask questions, not just pretend to understand; it is a prerogative for a council member to ask questions to clarify an issue and to make good decisions; we want people who participate
2. Each candidate has own idea what they want to see; we, as citizens, must determine for ourselves which idea is good for a country or ourselves; we are multicultural community, but we are American first; your vote is the most important thing you can give to your country; we must vote
3. Stated that he wants the City to give the Moreno Valley College some leadership and support
4. Stated that he would like to see the Moreno Valley School Board change the date of meetings, so he would be able to attend them and would like the Board Members to attend council meetings

Mayor Richard A. Stewart

1. Explained that the City Council, the School Board and most government entities meet on the same night on Tuesdays because there are many other events held the other nights; we have a joint school task force - joint meeting with school members where issues are discussed
2. Voiced concerns about two recent fatal accidents - one involving a girl on a scooter in the middle of the street and another 83 years old lady getting recyclables - it's important for us to realize that lives can be saved by good traffic enforcement; the Traffic Safety Commission is the place to go with traffic issues
3. Referred to tonight's discussion regarding what to do to be competitive with other cities - it is a strategy - we will come up with more things down the road

CLOSED SESSION - canceled

ADJOURNMENT

MINUTES
October 9, 2012

Motion to adjourn by Council Member Jesse L. Molina

There being no further business to conduct, the meeting was adjourned at 9:33 p.m. by unanimous informal consent.

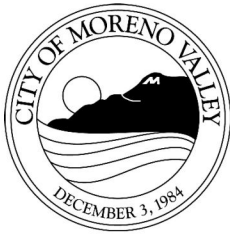
Submitted by:

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of
the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency
of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

MINUTES
October 9, 2012



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RET</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: November 13, 2012

TITLE: APPROVAL OF PAYMENT REGISTER FOR AUGUST, 2012

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2012-86, approving the Payment Register for the month of August, 2012 in the amount of \$11,332,314.67.

DISCUSSION

The payment register has been revised to incorporate additional data while still using a standard format from the City's new LOGOS General Ledger system. This revised format provides the following:

1. Lists all issued checks and electronic fund transfers (EFT) for the month, thus eliminating the need for a separate fund transfer register;
2. Created two categories for all payments:
 - a. Category A: Checks/EFTs in the amount of \$25,000 or greater; and
 - b. Category B: Checks/EFTS under \$25,000;
3. If a vendor was issued a check/EFT in the amount of \$25,000 or greater, all checks issued to the vendor for the month are listed in Category A;
4. Lists all payments by vendor in alphabetical order;
5. Provides City and State information of vendor.

Staff continues to work on possible alternate sorting options and solutions as we become fully operational with the features of the new system.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Attachment 1: Proposed Resolution
 Attachment 2: Payment Register for Month of August, 2012

Prepared By:
 Cynthia A. Fortune
 Financial Operations Division Manager

Department Head Approval:
 Richard Teichert
 Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF AUGUST, 2012

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Payment Register for the period August 1, 2012 through August 31, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period August 1, 2012 through August 31, 2012, in the total amount of \$11,332,314.67 is approved.

APPROVED AND ADOPTED this 13th day of November, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1
Resolution No. 2012-86
Date Adopted: November 13, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-86 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of November, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012-86²
Date Adopted: November 13, 2012



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
ALL AMERICAN ASPHALT, INC.			RETENTION RELEASE PER ESCROW AGREEMENT-		
	7508	08/29/2012	INV#14	72,598.60	
	<i>7508 Total</i>			<i>72,598.60</i>	
	213698	08/06/2012	SR-60/NASON ST. INTERCHANGE PROJECT SVCS	653,387.42	
	<i>213698 Total</i>			<i>653,387.42</i>	
ALL AMERICAN ASPHALT, INC. Total			Remit to: CORONA, CA	725,986.02	725,986.02
CALPERS	213706	08/06/2012	ANNUAL REQUIRED CONTRIBUTION (ARC)	568,000.00	
	<i>213706 Total</i>			<i>568,000.00</i>	
			UNFUNDED PERS RET LIAB-SUCCESSOR AGENCY'S		
	213982	08/27/2012	EMPLOYEE	5,371.00	
	<i>213982 Total</i>			<i>5,371.00</i>	
			UNFUNDED RETIREE MED TRUST ACCT-SUCCESSOR		
213983	08/27/2012	AGENCY-1/12-6/12	1,730.00		
	<i>213983 Total</i>			<i>1,730.00</i>	
CALPERS Total			Remit to: SACRAMENTO, CA	575,101.00	575,101.00
COUNTY OF RIVERSIDE SHERIFF	213955	08/27/2012	CONTRACT LAW ENF BILLING#12	2,872,361.21	
	<i>213955 Total</i>			<i>2,872,361.21</i>	
COUNTY OF RIVERSIDE SHERIFF Total			Remit to: RIVERSIDE, CA	2,872,361.21	5,723,709.18
CSAC EXCESS INSURANCE AUTHORITY	213713	08/06/2012	WORKER'S COMP PREMIUM 7/1/12-7/1/13	126,313.00	
	<i>213713 Total</i>			<i>126,313.00</i>	
	213898	08/20/2012	TARGET SAFETY CUSTOM SVCS-FY12/13	1,000.00	
	<i>213898 Total</i>			<i>1,000.00</i>	
CSAC EXCESS INSURANCE AUTHORITY Total			Remit to: FOLSOM, CA	127,313.00	127,313.00
EASTERN MUNICIPAL WATER DISTRICT	213672	08/01/2012	WATER CHARGES	22,155.89	
	<i>213672 Total</i>			<i>22,155.89</i>	
	213716	08/06/2012	WATER CHARGES	47,978.17	
	<i>213716 Total</i>			<i>47,978.17</i>	
	213812	08/13/2012	WATER CHARGES	7,526.31	
	<i>213812 Total</i>			<i>7,526.31</i>	
	213899	08/20/2012	WATER CHARGES	104,403.35	



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	213899 Total			104,403.35	
	213957	08/27/2012	WATER CHARGES	26,712.27	
	213957 Total			26,712.27	
EASTERN MUNICIPAL WATER DISTRICT Total		Remit to: PERRIS, CA		208,775.99	346,458.94
EMPLOYMENT DEVELOPMENT DEPARTMENT	7484	08/24/2012	STATE INCOME TAX WITHHELD	32,497.09	
	7484 Total			32,497.09	
	7506	08/10/2012	STATE INCOME TAX WITHHELD	34,465.82	
	7506 Total			34,465.82	
EMPLOYMENT DEVELOPMENT DEPARTMENT Total		Remit to: Unknown, CA		66,962.91	135,472.81
ENCO UTILITY SERVICES MORENO VALLEY LLC	7135	08/06/2012	WORK AUTHORIZATION-PROF SVCS	8,739.12	
	7135 Total			8,739.12	
	7209	08/13/2012	ELECTRIC METER CHARGES	770.00	
	7209 Total			770.00	
	7263	08/20/2012	PROFESSIONAL SVCS-ENCO FEES	173,582.81	
			WORK AUTHORIZATION-CACTUS AVE LIGHTS	1,034.19	
			WORK AUTHORIZATION-REVIEW NEW RULE 20A UG PROJECT ON NASON	290.61	
	7263 Total			174,907.61	
ENCO UTILITY SERVICES MORENO VALLEY LLC Total		Remit to: ANAHEIM, CA		184,416.73	346,657.31
ENVIRONMENTAL CONSTRUCTION, INC.	7499	08/09/2012	RETENTION RELEASE PER ESCROW AGREEMENT	40,143.49	
	7499 Total			40,143.49	
	7503	08/09/2012	RETENTION RELEASE PER ESCROW AGREEMENT	28,500.00	
	7503 Total			28,500.00	
ENVIRONMENTAL CONSTRUCTION, INC. Total		Remit to: WOODLAND HILLS, CA		68,643.49	68,643.49
ESRI, INC.	7210	08/13/2012	ANNUAL MAINTENANCE CONTRACT-ArcGIS	30,487.82	
	7210 Total			30,487.82	
ESRI, INC. Total		Remit to: REDLANDS, CA		30,487.82	30,487.82
FIELDTURF USA, INC	213904	08/20/2012	PROVIDE/INSTALL EASY TURF PLAY, DRAINAGE TILES, GROOMRIGHT ETC.	184,170.61	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
<i>213904 Total</i>				<i>184,170.61</i>	
FIELDTURF USA, INC Total			Remit to: CALHOUN, GA	184,170.61	184,170.61
GOLDEN STATE CONSTRUCTORS, INC	7521	08/13/2012	RETENTION RELEASE PER ESCROW AGREEMNT- INV#1536	7,915.58	
<i>7521 Total</i>				<i>7,915.58</i>	
	213909	08/20/2012	CITYWIDE SIDEWALKS & ACCESS RAMPS (ANNUAL ADA) PROJECT SVCS	150,395.92	
<i>213909 Total</i>				<i>150,395.92</i>	
GOLDEN STATE CONSTRUCTORS, INC Total			Remit to: HUNTINGTON BEACH, CA	158,311.50	158,311.50
INTERNAL REVENUE SERVICE	7483	08/24/2012	FEDERAL INCOME TAX WITHHELD	126,348.59	
<i>7483 Total</i>				<i>126,348.59</i>	
	7504	08/10/2012	FEDERAL INCOME TAX WITHHELD	132,116.78	
<i>7504 Total</i>				<i>132,116.78</i>	
INTERNAL REVENUE SERVICE Total			Remit to: Unknown, CA	258,465.37	525,781.79
KIP INCORPORATED	213734	08/06/2012	HEACOCK ST. BRIDGE IMPROVEMENT PROJECT OVER PVSD LATERAL "A"	280,938.75	
<i>213734 Total</i>				<i>280,938.75</i>	
	213961	08/27/2012	Heacock Street Bridge, Construction Contract	95,071.25	
<i>213961 Total</i>				<i>95,071.25</i>	
KIP INCORPORATED Total			Remit to: MURRIETA, CA	376,010.00	376,010.00
LAWYERS TITLE INC	7495	08/07/2012	ACQUISITION COST & ESCROW FEES-NSP	194,926.50	
<i>7495 Total</i>				<i>194,926.50</i>	
LAWYERS TITLE INC Total			Remit to: NEWPORT BEACH, CA	194,926.50	194,926.50
LEIGHTON CONSULTING, INC.	7158	08/06/2012	CACTUS AVE/NASON STREET IMPRVMENTS PROJECT SVCS	44,624.00	
<i>7158 Total</i>				<i>44,624.00</i>	
	7267	08/20/2012	HEACOCK ST. BRIDGE IMPROVEMENT PROJECT OVER PVSD LATERAL "A"	28,511.00	
<i>7267 Total</i>				<i>28,511.00</i>	
LEIGHTON CONSULTING, INC. Total			Remit to: IRVINE, CA	73,135.00	73,135.00

-41-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
LOS ANGELES ENGINEERING, INC.	213920	08/20/2012	SETTLEMENT OF LOS ANGELES ENGINEERING VS. CSD CASE	250,000.00	
	<i>213920 Total</i>			<i>250,000.00</i>	
LOS ANGELES ENGINEERING, INC. Total		Remit to: COVINA, CA		250,000.00	250,000.00
MORENO VALLEY UTILITY	213680	08/01/2012	ELECTRICITY-UTILITY FLD OFFICE	209.56	
	<i>213680 Total</i>			<i>209.56</i>	
	213924	08/20/2012	ELECTRICITY	85,484.27	
	<i>213924 Total</i>			<i>85,484.27</i>	
MORENO VALLEY UTILITY Total		Remit to: HEMET, CA		85,693.83	165,261.13
NATIONWIDE RETIREMENT SOLUTIONS CP	7480	08/24/2012	DEFERRED COMPENSATION - 457 & 401(A)	27,594.55	
	<i>7480 Total</i>			<i>27,594.55</i>	
	7500	08/10/2012	DEFERRED COMPENSATION	27,289.56	
	<i>7500 Total</i>			<i>27,289.56</i>	
NATIONWIDE RETIREMENT SOLUTIONS CP Total		Remit to: COLUMBUS, OH		54,884.11	107,250.49
PARSONS TRANSPORTATION GROUP, INC.	7220	08/13/2012	SR-60/NASON ST. OVERCROSSING PROJECT SVCS	32,127.30	
	<i>7220 Total</i>			<i>32,127.30</i>	
PARSONS TRANSPORTATION GROUP, INC. Total		Remit to: IRVINE, CA		32,127.30	719,344.04
PERS HEALTH INSURANCE	7494	08/09/2012	EMPLOYEE HEALTH INSURANCE	194,514.44	
	<i>7494 Total</i>			<i>194,514.44</i>	
	7519	08/21/2012	EMPLOYEE HEALTH INSURANCE	193,033.58	
	<i>7519 Total</i>			<i>193,033.58</i>	
PERS HEALTH INSURANCE Total		Remit to: SACRAMENTO, CA		387,548.02	584,232.52
PERS RETIREMENT	7476	08/17/2012	PERS RETIREMENT	233,311.89	
	<i>7476 Total</i>			<i>233,311.89</i>	
	7477	08/14/2012	PERS RETIREMENT	67.65	
	<i>7477 Total</i>			<i>67.65</i>	
	7485	08/31/2012	PERS RETIREMENT	234,142.84	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	<i>7485 Total</i>			234,142.84	
	7496	08/03/2012	PERS RETIREMENT	234,105.00	
	<i>7496 Total</i>			234,105.00	
	7507	08/02/2012	PERS RETIREMENT-ADJ FOR NEW ER RATE	11,568.80	
	<i>7507 Total</i>			11,568.80	
PERS RETIREMENT Total			Remit to: SACRAMENTO, CA	713,196.18	1,139,453.12
PRICE FAMILY CHARITABLE TRUST	213751	08/06/2012	SALES TAX REIMBURSEMENT	265,806.00	
	<i>213751 Total</i>			265,806.00	
PRICE FAMILY CHARITABLE TRUST Total			Remit to: LA JOLLA, CA	265,806.00	265,806.00
PROACTIVE ENGINEERING CONSULTANTS, INC.	7221	08/13/2012	CACTUS AVE EB 3RD LANE IMPROVEMENT PROJECT-STAGE 1	17,686.88	
			CACTUS AVE EB 3RD LANE IMPROVEMENT PROJECT-STAGE 2	17,547.79	
	<i>7221 Total</i>			35,234.67	
PROACTIVE ENGINEERING CONSULTANTS, INC. Total			Remit to: CORONA, CA	35,234.67	35,234.67
RBF CONSULTING, INC.	7222	08/13/2012	ALESSANDRO BLVD MEDIAN-INDIAN ST. TO PERRIS BLVD PROJECT	28,673.44	
			CACTUS AVE/NASON STREET IMPRVMENTS PROJECT SVCS	270.00	
	<i>7222 Total</i>			28,943.44	
RBF CONSULTING, INC. Total			Remit to: IRVINE, CA	28,943.44	28,943.44
RICK ENGINEERING COMPANY	7180	08/06/2012	INDIAN ST. BICYCLE LANES PROJECT STREET IMPRVMNT PROGRAM FOR KENTLAND LN, WILSON PL, & KINNEY DR.	398.46	
	<i>7180 Total</i>			938.46	
	7223	08/13/2012	CACTUS AVE/NASON STREET IMPRVMENTS PROJECT SVCS	42,285.00	
			LOCAL STREET PAVMENT RESURFACING PROJECT SVCS	7,771.00	
	<i>7223 Total</i>			50,056.00	
RICK ENGINEERING COMPANY Total			Remit to: RIVERSIDE, CA	50,994.46	50,994.46

-43-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
SHELL ENERGY NORTH AMERICA (US) L.P.	7276	08/20/2012	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	634,463.20	
	<i>7276 Total</i>			<i>634,463.20</i>	
SHELL ENERGY NORTH AMERICA (US) L.P. Total		Remit to: PHILADELPHIA, PA		634,463.20	1,264,440.80
SOUTHERN CALIFORNIA EDISON 1	213687	08/01/2012	ELECTRICITY	4,930.53	
	<i>213687 Total</i>			<i>4,930.53</i>	
	213760	08/06/2012	ELECTRICITY	3,516.35	
	<i>213760 Total</i>			<i>3,516.35</i>	
	213761	08/06/2012	RELIABILITY SERVICE - DLAP_SCE_SEES_HV WDAT CHARGES - FREDERICK WDAT CHARGES - GLOBE WDAT CHARGES - GRAHAM WDAT CHARGES - IRIS WDAT CHARGES - NANDINA WDAT CHARGES - SUBSTATION (115kV INTERCONNECTION)	183.11 2,595.60 9,407.16 5,761.25 2,625.22 4,339.55 13,036.43	
	<i>213761 Total</i>			<i>37,948.32</i>	
	213835	08/13/2012	ELECTRIC CHARGES ELECTRICITY ELECTRICITY-FERC CHARGES IFA CHARGES-SUBSTATION	473.70 104,283.51 701.48 14,146.73	
	<i>213835 Total</i>			<i>119,605.42</i>	
	213929	08/20/2012	ELECTRICITY	58,607.84	
	<i>213929 Total</i>			<i>58,607.84</i>	
	213971	08/27/2012	ELECTRICITY	23,230.06	
	<i>213971 Total</i>			<i>23,230.06</i>	
	213972	08/27/2012	ELECTRICITY	404.45	
	<i>213972 Total</i>			<i>404.45</i>	
SOUTHERN CALIFORNIA EDISON 1 Total		Remit to: RIALTO, CA		248,242.97	448,117.19
SPECIAL SERVICES GROUP, LLC	213836	08/13/2012	SPECTRONIC BODY WIRES, RECEIVER & POLE CAMERA	29,443.77	
	<i>213836 Total</i>			<i>29,443.77</i>	
SPECIAL SERVICES GROUP, LLC Total		Remit to: DENAIR, CA		29,443.77	29,443.77



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
STANDARD INSURANCE CO	213839	08/13/2012	SUPPLEMENTAL INSURANCE	1,749.45	
	<i>213839 Total</i>			<i>1,749.45</i>	
	213840	08/13/2012	LIFE & DISABILITY INSURANCE	27,246.96	
	<i>213840 Total</i>			<i>27,246.96</i>	
STANDARD INSURANCE CO Total			Remit to: PORTLAND, OR	28,996.41	58,582.29
STI, INC., TRUCKING & MATERIALS	7293	08/27/2012	IRONWOOD AVE IMPROVEMENTS, CONSTRUCTION	94,936.65	
	<i>7293 Total</i>			<i>94,936.65</i>	
STI, INC., TRUCKING & MATERIALS Total			Remit to: RIVERSIDE, CA	94,936.65	260,208.10
SULLY- MILLER CONTRACTING CO., INC.	7509	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#1	25,846.22	
	<i>7509 Total</i>			<i>25,846.22</i>	
	7510	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#1	16,374.25	
	<i>7510 Total</i>			<i>16,374.25</i>	
	7511	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#1	11,294.69	
	<i>7511 Total</i>			<i>11,294.69</i>	
	7512	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#2	1,754.79	
	<i>7512 Total</i>			<i>1,754.79</i>	
	7513	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#2	11,600.87	
	<i>7513 Total</i>			<i>11,600.87</i>	
	7514	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#2	14,351.95	
	<i>7514 Total</i>			<i>14,351.95</i>	
	7515	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#2	10.60	
	<i>7515 Total</i>			<i>10.60</i>	
	7516	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#2	5,624.69	
	<i>7516 Total</i>			<i>5,624.69</i>	
	7517	08/29/2012	RETENTION RELEASE PER ESCROW AGREEMENT- INV#2	31,569.61	



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	7517 Total			31,569.61	
			RETENTION RELEASE PER ESCROW AGREEMENT-		
	7518	08/29/2012	INV#2	475.00	
	7518 Total			475.00	
SULLY- MILLER CONTRACTING CO., INC. Total		Remit to: BREA, CA		118,902.67	2,378,053.45
TCM GROUP	7277	08/20/2012	SR-60/NASON ST. INTERCHANGE PROJECT SVCS	110,127.07	
	7277 Total			110,127.07	
TCM GROUP Total		Remit to: ONTARIO, CA		110,127.07	110,127.07
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	213843	08/13/2012	SMALL BUSINESS CONSULTATION SERVICES	25,000.00	
	213843 Total			25,000.00	
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB Total		Remit to: SAN BERNARDINO, CA		25,000.00	25,000.00
			REIMB. FOR COMPUTER LAB AND LAPTOPS-MIDDLE		
THINK TOGETHER, INC	213844	08/13/2012	SCHOOLS ROBOTICS LAB	33,426.19	
	213844 Total			33,426.19	
THINK TOGETHER, INC Total		Remit to: SANTA ANA, CA		33,426.19	39,212.94
U.S. BANK/CALCARDS	7505	08/09/2012	CALCARD PAYMENT FOR THE CYCLE END 7/27/12	196,408.02	
	7505 Total			196,408.02	
			CALCARD PYMT FOR THE CYCLE 08/27/12 - ACCT#		
	7520	08/28/2012	4246-0445-5564-3398	158,973.53	
	7520 Total			158,973.53	
U.S. BANK/CALCARDS Total		Remit to: ST. LOUIS, MO		355,381.55	625,701.08
VAS ASSOCIATES, INC.	7234	08/13/2012	PROFESSIONAL CONSULTANT STAFFING SVCS-CAP. PROJECTS	34,440.00	
	7234 Total			34,440.00	
VAS ASSOCIATES, INC. Total		Remit to: CORONA, CA		34,440.00	34,440.00
WILLDAN ENGINEERING	213768	08/06/2012	PLAN CHECK SERVICES-BLDG & SAFETY DEPT	17,426.28	
	213768 Total			17,426.28	



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
			PLAN CHECK & INSPECTION SERVICES-BLDG &		
	213939	08/20/2012	SAFETY DEPT	25,712.31	
	<i>213939 Total</i>			<i>25,712.31</i>	
WILLDAN ENGINEERING Total			Remit to: SAN BERNARDINO, CA	43,138.59	58,657.46
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.					
	213940	08/20/2012	TUMF FEES COLLECTED FOR 7/1-7/31/12	550,261.10	
	<i>213940 Total</i>			<i>550,261.10</i>	
	213941	08/20/2012	WRCOG MEMBERSHIP DUES FOR FY 12/13	25,779.51	
	<i>213941 Total</i>			<i>25,779.51</i>	
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S. Total			Remit to: RIVERSIDE, CA	576,040.61	577,553.20
TOTAL AMOUNTS OF \$25,000 OR GREATER				10,342,034.84	18,848,222.19



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
A & I REPROGRAPHICS 2406362	213795	08/13/2012	REPROGRAPHICS-SR60/MORENO BEACH PLANS & SPECS	3,010.00	
	<i>213795 Total</i>			<i>3,010.00</i>	
A & I REPROGRAPHICS 2406362 Total			Remit to: ONTARIO, CA	3,010.00	3,010.00
A N R INDUSTRIES, INC	213796	08/13/2012	REHAB COSTS-24105 ROTHBURY DR	4,123.75	
	<i>213796 Total</i>			<i>4,123.75</i>	
	213884	08/20/2012	REHAB COSTS-24330 MOUNT RUSSELL DR	199.52	
	<i>213884 Total</i>			<i>199.52</i>	
A N R INDUSTRIES, INC Total			Remit to: SANTA FE SPRINGS, CA	4,323.27	4,323.27
A.J. RAFAEL	213830	08/13/2012	IDOL COMPETITION JUDGING AT JULY 4TH EVENT	100.00	
	<i>213830 Total</i>			<i>100.00</i>	
A.J. RAFAEL Total			Remit to: RIVERSIDE, CA	100.00	100.00
ABILITY COUNTS, INC	213696	08/06/2012	LANDSCAPE MAINT-AQDCT	1,440.00	
	<i>213696 Total</i>			<i>1,440.00</i>	
ABILITY COUNTS, INC Total			Remit to: CORONA, CA	1,440.00	1,440.00
ADAMS, MARK L.	7117	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7117 Total</i>			<i>318.73</i>	
ADAMS, MARK L. Total			Remit to: REDLANDS, CA	318.73	318.73
ADVANCED ELECTRIC	213950	08/27/2012	ELECTRICAL REPAIRS-ADRIENNE MITCHELL PARK	442.94	
			ELECTRICAL REPAIRS-EL POTRERO PARK	215.00	
			ELECTRICAL REPAIRS-PEDRORENA PARK	124.00	
			ELECTRICAL REPAIRS-SHADOW MOUNTAIN PARK	62.00	
			ELECTRICAL REPAIRS-WEST BLUFF PARK	814.76	
	<i>213950 Total</i>			<i>1,658.70</i>	
ADVANCED ELECTRIC Total			Remit to: RIVERSIDE, CA	1,658.70	1,844.70
ADVANTAGE BUSINESS EQUIPMENT, INC	7200	08/13/2012	SERVICE CONTRACT-WYCOM CK SIGNER	329.00	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
<i>7200 Total</i>				329.00	
ADVANTAGE BUSINESS EQUIPMENT, INC Total			Remit to: SAN DIEGO, CA	329.00	329.00
AEI-CASC ENGINEERING	7118	08/06/2012	PROFESSIONAL SVCS-F-WQMP	2,084.18	
<i>7118 Total</i>				2,084.18	
	7257	08/20/2012	IRONWOOD AVE IMPROVEMENTS-DAY ST TO BARCLAY PROJECT	11,734.93	
<i>7257 Total</i>				11,734.93	
AEI-CASC ENGINEERING Total			Remit to: COLTON, CA	13,819.11	14,197.11
AEROTEK	213797	08/13/2012	TEMPORARY SVCS-H.DELGADO FLORES	186.00	
<i>213797 Total</i>				186.00	
AEROTEK Total			Remit to: MORENO VALLEY, CA	186.00	186.00
AFFORDABLE HOLLOW METAL DOOR	213697	08/06/2012	DOOR REPAIRS AT FAIRWAY PARK	1,841.03	
<i>213697 Total</i>				1,841.03	
AFFORDABLE HOLLOW METAL DOOR Total			Remit to: RANCHO CUCAMONGA, CA	1,841.03	1,841.03
AIR EXCHANGE INC	213885	08/20/2012	REPAIR SVCS & PARTS-FS#48	341.71	
<i>213885 Total</i>				341.71	
AIR EXCHANGE INC Total			Remit to: SAN BRUNO, CA	341.71	341.71
ALCORN FENCE COMPANY	213798	08/13/2012	REMOVE/REPLACE DAMAGED FENCE	6,215.00	
<i>213798 Total</i>				6,215.00	
ALCORN FENCE COMPANY Total			Remit to: SUN VALLEY, CA	6,215.00	13,290.00
ALEJANDRA HARO	213781	08/06/2012	REFUND-DEPOSITS-ANIMAL SVCS	77.00	
<i>213781 Total</i>				77.00	
ALEJANDRA HARO Total			Remit to: ONE TIME VENDOR	77.00	77.00
ALLIANZ LIFE INSURANCE CO	213799	08/13/2012	NON-EXEMPT ANNUITY	75.00	



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	<i>213799 Total</i>			75.00	
ALLIANZ LIFE INSURANCE CO Total			Remit to: PITTSBURGH, PA	75.00	150.00
ALPHACORP/SIRE TECHNOLOGIES	7201	08/13/2012	ANNUAL MAINTENANCE CONTRACT	11,994.00	
	<i>7201 Total</i>			11,994.00	
ALPHACORP/SIRE TECHNOLOGIES Total			Remit to: WEST VALLEY CITY, UT	11,994.00	11,994.00
ALTERNATIVES TO DOMESTIC VIOLENCE	213699	08/06/2012	DOMESTIC VIOLENCE SVCS	1,648.70	
	<i>213699 Total</i>			1,648.70	
ALTERNATIVES TO DOMESTIC VIOLENCE Total			Remit to: RIVERSIDE, CA	1,648.70	1,648.70
ALVAREZ, JUAN C	213886	08/20/2012	SPORTS OFFICIATING SVCS	105.00	
	<i>213886 Total</i>			105.00	
ALVAREZ, JUAN C Total			Remit to: RIVERSIDE, CA	105.00	105.00
AMERICAN FORENSIC NURSES	7202	08/13/2012	BLOOD DRAWS-POLICE	82.16	
	<i>7202 Total</i>			82.16	
AMERICAN FORENSIC NURSES Total			Remit to: PALM SPRINGS, CA	82.16	4,107.48
AMERICAN RED CROSS	213771	08/06/2012	REFUND-DEPOSIT-CRC	500.00	
	<i>213771 Total</i>			500.00	
AMERICAN RED CROSS Total			Remit to: RIVERSIDE, CA	500.00	500.00
AMY HEITMANN	213782	08/06/2012	REFUND-SPAY DEPOSIT	75.00	
	<i>213782 Total</i>			75.00	
AMY HEITMANN Total			Remit to: ONE TIME VENDOR	75.00	75.00
ANIMAL EMERGENCY CLINIC, INC.	7119	08/06/2012	EMERGENCY/AFTER HR VET SVCS	55.00	
	<i>7119 Total</i>			55.00	
ANIMAL EMERGENCY CLINIC, INC. Total			Remit to: GRAND TERRACE, CA	55.00	55.00



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
ANIMAL PEST MANAGEMENT SERVICES, INC.	213700	08/06/2012	PEST CONTROL-CFD #1	144.00	
			PEST CONTROL-CITY PARKS	600.00	
			PEST CONTROL-CONTRACT AREAS	229.50	
			PEST CONTROL-GOLF COURSE	162.00	
			PEST CONTROL-MARCH BALLFIELD	300.00	
			PEST CONTROL-MARCH FIELD CNTR	90.00	
	<i>213700 Total</i>			<i>1,525.50</i>	
	213887	08/20/2012	PEST CONTROL-CFD#1	144.00	
			PEST CONTROL-CITY PARKS	600.00	
			PEST CONTROL-CONTRACT AREAS	229.50	
			PEST CONTROL-GOLF COURSE	162.00	
			PEST CONTROL-MARB	300.00	
			PEST CONTROL-MARCH FIELD CC	90.00	
	<i>213887 Total</i>			<i>1,525.50</i>	
ANIMAL PEST MANAGEMENT SERVICES, INC. Total			Remit to: CHINO, CA	3,051.00	3,051.00
ARC OF RIVERSIDE COUNTY, THE	213800	08/13/2012	MORENO VALLEY RESOURCE CNTR	1,047.42	
	<i>213800 Total</i>			<i>1,047.42</i>	
ARC OF RIVERSIDE COUNTY, THE Total			Remit to: RIVERSIDE, CA	1,047.42	1,047.42
ARCEL MANNING	213787	08/06/2012	REFUND-CITATIONS DISMISSED	70.50	
	<i>213787 Total</i>			<i>70.50</i>	
ARCEL MANNING Total			Remit to: ONE TIME VENDOR	70.50	70.50
ARCON STRUCTURAL ENGINEERS, INC	213801	08/13/2012	CACTUS AVE/NASON STREET IMPRVMENTS PROJECT SVCS	2,002.12	
	<i>213801 Total</i>			<i>2,002.12</i>	
ARCON STRUCTURAL ENGINEERS, INC Total			Remit to: RANCHO SANTA MARGARITA, CA	2,002.12	2,002.12
AT&T/MCI	213802	08/13/2012	LANDLINE PHONE SVC FOR GTF SATELITE OFFICE	184.03	
	<i>213802 Total</i>			<i>184.03</i>	
AT&T/MCI Total			Remit to: WEST SACRAMENTO, CA	184.03	367.36
ATHALYE CONSULTING ENGINEERING SERVICES	213803	08/13/2012	HEACOCK ST. BRIDGE IMPROVEMENT PROJECT	19,382.28	

-51-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
<i>213803 Total</i>				19,382.28	
ATHALYE CONSULTING ENGINEERING SERVICES Total			Remit to: LAKE FOREST, CA	19,382.28	19,382.28
AXIS APPAREL	7101	08/01/2012	BASKETBALL CHAMPS UNIFORMS	359.45	
			STAFF POLO SHIRTS	956.17	
<i>7101 Total</i>				1,315.62	
	7120	08/06/2012	SUMMER BASKETBALL TEES-YTH & ADULT	1,986.48	
<i>7120 Total</i>				1,986.48	
AXIS APPAREL Total			Remit to: MORENO VALLEY, CA	3,302.10	10,724.47
AYALA, NANNERL A.	213667	08/01/2012	PER DIEM-CRRA 2012 ANNUAL CONFERENCE- OAKLAND, CA	305.00	
<i>213667 Total</i>				305.00	
AYALA, NANNERL A. Total			Remit to: RIVERSIDE, CA	305.00	305.00
BACHER, GRACE	213701	08/06/2012	RETIREE MED AUG '12	318.73	
<i>213701 Total</i>				318.73	
BACHER, GRACE Total			Remit to: HEMET, CA	318.73	318.73
BAKER & TAYLOR	213951	08/27/2012	ANNUAL E-BOOK HOSTING SVCS FEE-LIBRARY	1,500.00	
			E-BOOKS-LIBRARY	1,804.15	
<i>213951 Total</i>				3,304.15	
BAKER & TAYLOR Total			Remit to: ATLANTA, GA	3,304.15	3,304.15
BARNES, DARLENE	7121	08/06/2012	RETIREE MED JUN-JUL '12, PD AUG '12	252.16	
<i>7121 Total</i>				252.16	
BARNES, DARLENE Total			Remit to: CHERRY VALLEY, CA	252.16	252.16
BAUTISTA, JOSEPH C.	7122	08/06/2012	RETIREE MED AUG '12	318.73	
<i>7122 Total</i>				318.73	
BAUTISTA, JOSEPH C. Total			Remit to: FONTANA, CA	318.73	318.73



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
BECERRA MONICA UNSIK	213880	08/13/2012	REFUND-CITATION OVRPYMNT	57.50	
	<i>213880 Total</i>			<i>57.50</i>	
BECERRA MONICA UNSIK Total			Remit to: ONE TIME VENDOR	57.50	57.50
BECKNER, PATRICK	213702	08/06/2012	RETIREE MED DEC 11-MAY 12, PD AUG '12	207.60	
	<i>213702 Total</i>			<i>207.60</i>	
BECKNER, PATRICK Total			Remit to: MURRIETA, CA	207.60	207.60
BEMUS LANDSCAPE, INC.	7281	08/27/2012	CUT/REMOVE FALLEN TREE-ROCK RIDGE PARK	410.00	
			LANDSCAPE MAINT-ANNEX	221.00	
			LANDSCAPE MAINT-CITY HALL	893.30	
			LANDSCAPE MAINT-FIRE STATIONS	2,835.00	
			LANDSCAPE MAINT-vETERAN'S MEMORIAL	225.00	
	<i>7281 Total</i>			<i>4,584.30</i>	
BEMUS LANDSCAPE, INC. Total			Remit to: SAN CLEMENTE, CA	4,584.30	21,145.99
BENESYST	7123	08/06/2012	COBRA ADMIN FEE	205.00	
	<i>7123 Total</i>			<i>205.00</i>	
BENESYST Total			Remit to: MINNEAPOLIS, MN	205.00	813.80
BENJAMIN RODNEY	213998	08/27/2012	REFUND-CITATION OVERPAYMENT	58.00	
	<i>213998 Total</i>			<i>58.00</i>	
BENJAMIN RODNEY Total			Remit to: ONE TIME VENDOR	58.00	58.00
BEST, BEST & KRIEGER, LLP	7203	08/13/2012	PROFESSIONAL SVCS - CFD#7	2,074.00	
	<i>7203 Total</i>			<i>2,074.00</i>	
BEST, BEST & KRIEGER, LLP Total			Remit to: RIVERSIDE, CA	2,074.00	2,074.00
BETHANY MURPHY	213876	08/13/2012	REFUND-CITATION DISMISSED	407.50	
	<i>213876 Total</i>			<i>407.50</i>	

-53-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
BETHANY MURPHY Total			Remit to: ONE TIME VENDOR	407.50	407.50
BIO-TOX LABORATORIES	213703	08/06/2012	TOXICOLOGY TESTS-POLICE	1,655.88	
	<i>213703 Total</i>			<i>1,655.88</i>	
BIO-TOX LABORATORIES Total			Remit to: RIVERSIDE, CA	1,655.88	17,495.79
BLAIR, CHERYL	213888	08/20/2012	INSTRUCTOR SVCS-BELLY DANCE	54.00	
	<i>213888 Total</i>			<i>54.00</i>	
BLAIR, CHERYL Total			Remit to: RIVERSIDE, CA	54.00	54.00
BOOS DEVELOPMENT WEST LLC	213668	08/01/2012	REIMB-OVERPMNT OF FEES-FAMILY DOLLAR	87.00	
	<i>213668 Total</i>			<i>87.00</i>	
BOOS DEVELOPMENT WEST LLC Total			Remit to: SANTA ANA, CA	87.00	87.00
BREANNA HERNANDEZ	213992	08/27/2012	REFUND-RABIES DEPOSIT	20.00	
	<i>213992 Total</i>			<i>20.00</i>	
	213993	08/27/2012	REFUND-SPAY/NEUTER DEPOSIT	75.00	
	<i>213993 Total</i>			<i>75.00</i>	
BREANNA HERNANDEZ Total			Remit to: ONE TIME VENDOR	95.00	95.00
BREITKREUZ, THOMAS F.	213704	08/06/2012	RETIREE MED APR-JUN 12, PD AUG '12	956.19	
	<i>213704 Total</i>			<i>956.19</i>	
BREITKREUZ, THOMAS F. Total			Remit to: REDLANDS, CA	956.19	956.19
BRENDA LABAR	213785	08/06/2012	REFUND-NEUTER DEPOSIT	75.00	
	<i>213785 Total</i>			<i>75.00</i>	
BRENDA LABAR Total			Remit to: ONE TIME VENDOR	75.00	75.00
BRENDA MACKENZIE	213678	08/01/2012	CLAIM SETTLEMENT	417.35	
	<i>213678 Total</i>			<i>417.35</i>	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
BRENDA MACKENZIE Total			Remit to: YUCAIPA, CA	417.35	417.35
BRENT BURTON	213775	08/06/2012	REFUND-RABIES DEPOSIT	20.00	
	<i>213775 Total</i>			<i>20.00</i>	
BRENT BURTON Total			Remit to: ONE TIME VENDOR	20.00	20.00
BRITTANY KARINNA MORGAN	213875	08/13/2012	REFUND-CITATION OVRPYMNT	47.50	
	<i>213875 Total</i>			<i>47.50</i>	
BRITTANY KARINNA MORGAN Total			Remit to: ONE TIME VENDOR	47.50	47.50
BRODART CO.	7204	08/13/2012	MISC BOOKS-LIBRARY	1,174.71	
	<i>7204 Total</i>			<i>1,174.71</i>	
	7258	08/20/2012	MISC BOOKS-LIBRARY	343.15	
			MISC. BOOKS-LIBRARY	957.41	
	<i>7258 Total</i>			<i>1,300.56</i>	
	213804	08/13/2012	MISC BOOKS-LIBRARY	178.45	
	<i>213804 Total</i>			<i>178.45</i>	
BRODART CO. Total			Remit to: COLUMBUS, OH	2,653.72	2,998.71
BRYANT, SUZANNE	213981	08/27/2012	PER DIEM-LCC ANNUAL CONF. & EXPO	177.50	
	<i>213981 Total</i>			<i>177.50</i>	
BRYANT, SUZANNE Total			Remit to: YUCAIPA, CA	177.50	177.50
BUCKINGHAM, STAN	213705	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213705 Total</i>			<i>318.73</i>	
BUCKINGHAM, STAN Total			Remit to: TEMECULA, CA	318.73	318.73
BURKE, WILLIAMS & SORENSEN, LLP.	7259	08/20/2012	LEGAL SVCS-MVU	707.50	
	<i>7259 Total</i>			<i>707.50</i>	
BURKE, WILLIAMS & SORENSEN, LLP. Total			Remit to: LOS ANGELES, CA	707.50	707.50



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
BWI - BOOK WHOLESALERS, INC.	213805	08/13/2012	MISC BOOKS/MATERIALS-LIBRARY	4,244.26	
	<i>213805 Total</i>			4,244.26	
BWI - BOOK WHOLESALERS, INC. Total		Remit to: CHICAGO, IL		4,244.26	7,037.05
CAIN, GREGORY	7124	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7124 Total</i>			318.73	
CAIN, GREGORY Total		Remit to: TAMPA, FL		318.73	318.73
CALIFORNIA MUNICIPAL STATISTICS, INC. V1	213952	08/27/2012	FY 11-12 DIRECT & OVERLAPPING DEBT STATEMENT	450.00	
	<i>213952 Total</i>			450.00	
CALIFORNIA MUNICIPAL STATISTICS, INC. V1 Total		Remit to: OAKLAND, CA		450.00	450.00
CALIFORNIA WATERSHED ENGINEERING CORP.	7282	08/27/2012	PLAN CHECK SVCS-LAND DVLPMT	3,899.00	
	<i>7282 Total</i>			3,899.00	
CALIFORNIA WATERSHED ENGINEERING CORP. Total		Remit to: ANAHEIM, CA		3,899.00	6,207.00
CANNON, ANA M.	7125	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7125 Total</i>			318.73	
CANNON, ANA M. Total		Remit to: HASLET, TX		318.73	318.73
CANON BUSINESS SOLUTIONS, INC.	7283	08/27/2012	COPIER SERVICE	24,149.65	
	<i>7283 Total</i>			24,149.65	
CANON BUSINESS SOLUTIONS, INC. Total		Remit to: BURLINGTON, NJ		24,149.65	24,149.65
CARRIE WARREN	214002	08/27/2012	REFUND RABIES DEPOSIT	20.00	
	<i>214002 Total</i>			20.00	
CARRIE WARREN Total		Remit to: ONE TIME VENDOR		20.00	20.00
CARTER, ROSALYN	7126	08/06/2012	RETIREE MED JUL '12, PD AUG '12	318.73	
	<i>7126 Total</i>			318.73	



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
CARTER, ROSALYN Total			Remit to: MORENO VALLEY, CA	318.73	318.73
CASA FOR RIVERSIDE COUNTY, INC.	7127	08/06/2012	COURT APPOINTED SPCL ADVOCATES PRGRM	259.39	
	<i>7127 Total</i>			259.39	
CASA FOR RIVERSIDE COUNTY, INC. Total			Remit to: INDIO, CA	259.39	259.39
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	7128	08/06/2012	PRE-EMPLOYMENT PHYSICALS	55.00	
	<i>7128 Total</i>			55.00	
	7205	08/13/2012	PRE-EMPLOYMENT PHYSICALS	135.00	
	<i>7205 Total</i>			135.00	
	213953	08/27/2012	PRE-EMPLOYMENT PHYSICAL	350.00	
	<i>213953 Total</i>			350.00	
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS Total			Remit to: RIVERSIDE, CA	540.00	540.00
CHANDLER ASSET MANAGEMENT, INC	7206	08/13/2012	FIXED INCOME INVESTMENT MGMT	8,684.00	
	<i>7206 Total</i>			8,684.00	
CHANDLER ASSET MANAGEMENT, INC Total			Remit to: SAN DIEGO, CA	8,684.00	17,345.00
CHAPMAN, STEVE	213707	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213707 Total</i>			318.73	
CHAPMAN, STEVE Total			Remit to: REDLANDS, CA	318.73	318.73
CHAPPELL, ISAAC	7129	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7129 Total</i>			318.73	
CHAPPELL, ISAAC Total			Remit to: MORENO VALLEY, CA	318.73	318.73
CHARLENE JOHNSON	213868	08/13/2012	REFUND-DEPOSIT CRC	750.00	
	<i>213868 Total</i>			750.00	
CHARLENE JOHNSON Total			Remit to: ONE TIME VENDOR	750.00	750.00
CHRISTIAN, OWEN	7130	08/06/2012	RETIREE MED AUG '12	225.99	

-57-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
<i>7130 Total</i>				225.99	
CHRISTIAN, OWEN Total	Remit to: MORENO VALLEY, CA			225.99	225.99
CHRISTINA LARA	213819	08/13/2012	SPOUSAL SUPPORT & ARREARS	669.23	
<i>213819 Total</i>				669.23	
	213962	08/27/2012	SPOUSAL SUPPORT & ARREARS	669.23	
<i>213962 Total</i>				669.23	
CHRISTINA LARA Total	Remit to: ENCINITAS, CA			1,338.46	2,676.92
CITY OF MORENO VALLEY VEBA TRUST	7207	08/13/2012	EXEMPT VEBA	7,364.31	
<i>7207 Total</i>				7,364.31	
	7285	08/27/2012	EXEMPT VEBA	2,005.00	
<i>7285 Total</i>				2,005.00	
CITY OF MORENO VALLEY VEBA TRUST Total	Remit to: MORENO VALLEY, CA			9,369.31	17,509.31
CIVIL SOURCE, INC.	213708	08/06/2012	ADA DESIGN ENG'G. SVCS-WALKWAY ACCESSIBILITY	5,107.50	
<i>213708 Total</i>				5,107.50	
	213891	08/20/2012	CONSULTANT SVCS-PA09-0022/PM 36207	1,725.00	
<i>213891 Total</i>				1,725.00	
CIVIL SOURCE, INC. Total	Remit to: IRVINE, CA			6,832.50	6,832.50
COLONIAL SUPPLEMENTAL INSURANCE	213806	08/13/2012	SUPPLEMENTAL INSURANCE	7,197.05	
<i>213806 Total</i>				7,197.05	
COLONIAL SUPPLEMENTAL INSURANCE Total	Remit to: COLUMBIA, SC			7,197.05	7,197.05
COMMUNITY CONNECT	213709	08/06/2012	"211" CALL CENTER INFORMATION	100.74	
<i>213709 Total</i>				100.74	
COMMUNITY CONNECT Total	Remit to: RIVERSIDE, CA			100.74	100.74
COMMUNITY HEALTH CHARITIES	213807	08/13/2012	CHC CONTRIBUTIONS	142.00	
<i>213807 Total</i>				142.00	
	213954	08/27/2012	CHC CONTRIBUTIONS	142.00	



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	<i>213954 Total</i>			142.00	
COMMUNITY HEALTH CHARITIES Total		Remit to: ANAHEIM, CA		284.00	568.00
COMPETITIVE ASPHALT COATINGS, INC.	213710	08/06/2012	SANDBLAST EXISTING CROSSHATCH SLURRY SEAL & RE-STRIPED-CITY HALL	1,500.00 450.00	
	<i>213710 Total</i>			1,950.00	
COMPETITIVE ASPHALT COATINGS, INC. Total		Remit to: RIVERSIDE, CA		1,950.00	1,950.00
COMPETITIVE STRIDE	213892	08/20/2012	SPORTS AWARDS SUPPLIES	585.89	
	<i>213892 Total</i>			585.89	
COMPETITIVE STRIDE Total		Remit to: RIVERSIDE, CA		585.89	585.89
CONSTANT SAULET	213893	08/20/2012	INSTRUCTOR SVCS-COMPUTERS FOR BEGINNERS CLASS	88.20	
	<i>213893 Total</i>			88.20	
CONSTANT SAULET Total		Remit to: MORENO VALLEY, CA		88.20	88.20
CONTINENTAL WESTERN TRANSPORTATION	213808	08/13/2012	ASPHALTIC MATERIALS	5,069.40	
	<i>213808 Total</i>			5,069.40	
CONTINENTAL WESTERN TRANSPORTATION Total		Remit to: SAN DIEGO, CA		5,069.40	5,069.40
CONTRERAS, BIANCA	213711	08/06/2012	SPORTS OFFICIATING SVCS	105.00	
	<i>213711 Total</i>			105.00	
	213894	08/20/2012	SPORTS OFFICIATING SVCS	105.00	
	<i>213894 Total</i>			105.00	
CONTRERAS, BIANCA Total		Remit to: MORENO VALLEY, CA		210.00	280.00
CONTRERAS, JOSE	213895	08/20/2012	SPORTS OFFICIATING SVCS	105.00	
	<i>213895 Total</i>			105.00	
CONTRERAS, JOSE Total		Remit to: MORENO VALLEY, CA		105.00	175.00
COSEY JR., JAMES	213669	08/01/2012	INSTRUCTOR SVCS-KEMPO/T-CAP-YOUTH CLASSES	264.00	

-59-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	<i>213669 Total</i>			264.00	
COSEY JR., JAMES Total		Remit to: MORENO VALLEY, CA		264.00	264.00
COSTCO	213896	08/20/2012	SNACK SUPPLIES-AFTER SCHOOL PROGRAM	190.86	
	<i>213896 Total</i>			190.86	
COSTCO Total		Remit to: MORENO VALLEY, CA		190.86	488.96
COUNTRY SQUIRE ESTATES	213670	08/01/2012	REFUND-UTILITY USER TAX EXEMPTION	131.97	
			REFUND-UTILITY USERS TAX EXEMPTION	64.49	
	<i>213670 Total</i>			196.46	
COUNTRY SQUIRE ESTATES Total		Remit to: ONTARIO, CA		196.46	196.46
COUNTY HEATING & AIR CONDITIONING	213777	08/06/2012	REFUND-BUS LICENSE OVRPYMNT	88.28	
	<i>213777 Total</i>			88.28	
COUNTY HEATING & AIR CONDITIONING Total		Remit to: ONE TIME VENDOR		88.28	88.28
COUNTY OF RIVERSIDE - RMAP	213671	08/01/2012	CONTRACT LAW ENF SPEC BILLING-AIR SHOW	924.24	
			DISPATCHER	10,139.43	
			CONTRACT LAW ENF SVCS-DUI CHKPT 6/8/12	1,858.28	
			CONTRACT LAW ENF SVCS-DUI SAT. PATROL 6/22/12	2,354.25	
	<i>213671 Total</i>			15,276.20	
	213712	08/06/2012	TRANSMITTAL OF AB544	20,374.51	
	<i>213712 Total</i>			20,374.51	
			HEALTH PERMIT RNWL-VALLEY SKATE PRK SNACK		
	213897	08/20/2012	BAR	208.00	
	<i>213897 Total</i>			208.00	
COUNTY OF RIVERSIDE - RMAP Total		Remit to: RIVERSIDE, CA		35,858.71	89,215.07
CRIME SCENE STERI-CLEAN, LLC	213809	08/13/2012	BIOHAZARD CLEANING SVCS FOR PD 7/28/12	750.00	
	<i>213809 Total</i>			750.00	
CRIME SCENE STERI-CLEAN, LLC Total		Remit to: RANCHO CUCAMONGA, CA		750.00	1,500.00



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
D & D SERVICES DBA D & D DISPOSAL, INC.	213714	08/06/2012	DECEASED ANIMAL REMOVAL	745.00	
	<i>213714 Total</i>			745.00	
D & D SERVICES DBA D & D DISPOSAL, INC. Total			Remit to: VALENCIA, CA	745.00	745.00
DALE, KATHLEEN	7131	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7131 Total</i>			318.73	
DALE, KATHLEEN Total			Remit to: MORENO VALLEY, CA	318.73	318.73
DATA TICKET, INC.	7102	08/01/2012	CITATION PROCESSING-CODE THIRD PARTY COLLECTION FEES	5,759.32 907.20	
	<i>7102 Total</i>			6,666.52	
	7132	08/06/2012	CITATION PROCESSING-CODE THIRD PARTY COLLECTION FEES	11,385.96 462.30	
	<i>7132 Total</i>			11,848.26	
	7260	08/20/2012	CITATION PROCESSING-CODE	4,402.11	
	<i>7260 Total</i>			4,402.11	
	7286	08/27/2012	CITATION PROCESSING-CODE	721.42	
	<i>7286 Total</i>			721.42	
DATA TICKET, INC. Total			Remit to: NEWPORT BEACH, CA	23,638.31	25,792.14
DATA CHASERS, INC.	213956	08/27/2012	PROFESSIONAL SVCS-1/23-4/12/12	5,422.00	
	<i>213956 Total</i>			5,422.00	
DATA CHASERS, INC. Total			Remit to: RIVERSIDE, CA	5,422.00	5,422.00
DAVID MUSSER	213681	08/01/2012	INSTRUCTOR SVCS-WATERCOLOR PAINTING	630.00	
	<i>213681 Total</i>			630.00	
DAVID MUSSER Total			Remit to: Menifee, CA	630.00	630.00
DAVID T/CAROL ANN HART	213865	08/13/2012	REFUND-CITATION OVRPYMNT	32.50	
	<i>213865 Total</i>			32.50	
DAVID T/CAROL ANN HART Total			Remit to: ONE TIME VENDOR	32.50	32.50



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
DAWSON, MICHELLE	213984	08/27/2012	PER DIEM/MILEAGE-LCC ANNUAL CONF. & EXPO	224.12	
	<i>213984 Total</i>			224.12	
DAWSON, MICHELLE Total		Remit to: RIVERSIDE, CA		224.12	224.12
DELTA DENTAL OF CALIFORNIA	7208	08/13/2012	EMPLOYEE DENTAL INSURANCE	9,749.92	
	<i>7208 Total</i>			9,749.92	
DELTA DENTAL OF CALIFORNIA Total		Remit to: SAN FRANCISCO, CA		9,749.92	19,953.16
DELTACARE USA	213810	08/13/2012	EMPLOYEE DENTAL INSURANCE	5,762.64	
	<i>213810 Total</i>			5,762.64	
DELTACARE USA Total		Remit to: LOS ANGELES, CA		5,762.64	11,550.16
DENNIS GRUBB & ASSOCIATES, LLC	7261	08/20/2012	PLAN REVIEW SVCS-FIRE PREVENTION	12,940.00	
	<i>7261 Total</i>			12,940.00	
DENNIS GRUBB & ASSOCIATES, LLC Total		Remit to: MIRA LOMA, CA		12,940.00	20,860.00
DIANA INMAN	213994	08/27/2012	REFUND-CURFEW CITATION ISSUED TO GRANDSON	100.00	
	<i>213994 Total</i>			100.00	
DIANA INMAN Total		Remit to: ONE TIME VENDOR		100.00	100.00
DLS LANDSCAPE, INC	7262	08/20/2012	LANDSCAPE MAINTENANCE-CFD#1-AUG-12	2,160.00	
			LANDSCAPE MAINTENANCE-CFD#1-JUL-12	2,160.00	
			LANDSCAPE MAINTENANCE-ZONE A-AUG-12	10,230.00	
			LANDSCAPE MAINTENANCE-ZONE A-JUL-12	10,230.00	
	<i>7262 Total</i>			24,780.00	
DLS LANDSCAPE, INC Total		Remit to: REDLANDS, CA		24,780.00	24,780.00
DMC DESIGN GROUP, INC	213811	08/13/2012	CONSULTANT ADMINISTRATIVE SVCS FOR CAP. PROJECTS DIV.	7,579.25	
	<i>213811 Total</i>			7,579.25	
DMC DESIGN GROUP, INC Total		Remit to: CORONA, CA		7,579.25	16,769.34



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
DORY, ALLEEN F.	213715	08/06/2012	RETIREE MED AUG '12	225.99	
	<i>213715 Total</i>			225.99	
DORY, ALLEEN F. Total			Remit to: HEMET, CA	225.99	225.99
E.R. BLOCK PLUMBING & HEATING, INC.	7103	08/01/2012	BACKFLOW TESTING-NPDES BACKFLOW TESTING-ZONE E	100.00 120.00	
	<i>7103 Total</i>			220.00	
	7133	08/06/2012	BACKFLOW DEVICE TESTS-ZONE M	20.00	
	<i>7133 Total</i>			20.00	
E.R. BLOCK PLUMBING & HEATING, INC. Total			Remit to: RIVERSIDE, CA	240.00	3,261.40
E2I NET DESIGN, LLC	7134	08/06/2012	UPDATE DATA COMMAND POST PROGRM	3,345.00	
	<i>7134 Total</i>			3,345.00	
E2I NET DESIGN, LLC Total			Remit to: MENIFEE, CA	3,345.00	3,345.00
EDGELANE MOBILE PARK	7287	08/27/2012	REFUND-UUT FOR EXEMPT RESIDENTS	41.40	
	<i>7287 Total</i>			41.40	
EDGELANE MOBILE PARK Total			Remit to: LOS ANGELES, CA	41.40	41.40
EGGERSTEN, ANNE	213717	08/06/2012	RETIREE MED AUG '12	320.43	
	<i>213717 Total</i>			320.43	
EGGERSTEN, ANNE Total			Remit to: RANCHO MIRAGE, CA	320.43	320.43
EICHEL INC.	213900	08/20/2012	EMINENT DOMAIN APPRAISAL-CHADO OWNERSHIP EMINENT DOMAIN APPRAISAL-CHEN OWNERSHIP EMINENT DOMAIN APPRAISAL-EQUITABLE M.V. II PARTNERSHIP	5,000.00 5,000.00 5,000.00	
	<i>213900 Total</i>			15,000.00	
EICHEL INC. Total			Remit to: RESEDA, CA	15,000.00	15,000.00
ELISA MARTIN	213944	08/20/2012	REFUND-PARKS CONTRACT CLASS CANCELLED	90.00	

-63-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	<i>213944 Total</i>			90.00	
ELISA MARTIN Total			Remit to: ONE TIME VENDOR	90.00	90.00
ELIZABETH MORENO	213995	08/27/2012	REFUND-SPAY/NEUTER DEPOSIT	75.00	
	<i>213995 Total</i>			75.00	
ELIZABETH MORENO Total			Remit to: ONE TIME VENDOR	75.00	75.00
ENCORE PROPERTY MANAGEMENT INC.	213778	08/06/2012	REFUND-BUSINESS LICENSE NOT REQUIRED	58.00	
	<i>213778 Total</i>			58.00	
ENCORE PROPERTY MANAGEMENT INC. Total			Remit to: ONE TIME VENDOR	58.00	58.00
ERICA PETTEY	213996	08/27/2012	REFUND-RABIES DEPOSIT	20.00	
	<i>213996 Total</i>			20.00	
ERICA PETTEY Total			Remit to: ONE TIME VENDOR	20.00	20.00
EVANS ENGRAVING & AWARDS	7264	08/20/2012	NAME BADGES FOR NEW RECREATNL TRAILS BM	71.12	
	<i>7264 Total</i>			71.12	
EVANS ENGRAVING & AWARDS Total			Remit to: MORENO VALLEY, CA	71.12	240.46
EWING IRRIGATION PRODUCTS	213718	08/06/2012	IRRIGATION PARTS FOR CITY PARKS	4,813.44	
	<i>213718 Total</i>			4,813.44	
	213901	08/20/2012	IRRIGATION PARTS & SUPPLIES-CONTRACT AREAS	17.99	
	<i>213901 Total</i>			17.99	
EWING IRRIGATION PRODUCTS Total			Remit to: PHOENIX, AZ	4,831.43	4,831.43
EXCEL LANDSCAPE, INC	213719	08/06/2012	LANDSCAPE MAINT-ZONE E-7	2,777.17	
	<i>213719 Total</i>			2,777.17	
	213902	08/20/2012	LANDSCAPE MAINTENANCE-ZONE E-7	2,777.17	
	<i>213902 Total</i>			2,777.17	
EXCEL LANDSCAPE, INC Total			Remit to: CORONA, CA	5,554.34	10,951.33



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
FAIR HOUSING COUNCIL OF RIV CO, INC.	7136	08/06/2012	FAIR HOUSING DISCRIMINATN	2,684.21	
			FORECLOSURE PREVENTN PRGRM	5,008.79	
			LANDLORD/TENANT MEDIATN PRGRM	1,342.36	
	<i>7136 Total</i>			9,035.36	
FAIR HOUSING COUNCIL OF RIV CO, INC. Total			Remit to: RIVERSIDE, CA	9,035.36	9,035.36
FALCON ENGINEERING SERVICES, INC.	213903	08/20/2012	SR-60/MORENO BEACH DR PHASE I IMPROVEMENTS PROJECT	7,987.42	
	<i>213903 Total</i>			7,987.42	
FALCON ENGINEERING SERVICES, INC. Total			Remit to: CORONA, CA	7,987.42	7,987.42
FEENSTRA, JOHN	7137	08/06/2012	RETIREE MED AUG '12	361.25	
	<i>7137 Total</i>			361.25	
FEENSTRA, JOHN Total			Remit to: REDLANDS, CA	361.25	361.25
FIRST AMERICAN CORE LOGIC, INC.	213720	08/06/2012	REALQUEST ONLINE ACCESS	694.00	
	<i>213720 Total</i>			694.00	
	213813	08/13/2012	REALQUEST ONLINE ACCESS	706.00	
	<i>213813 Total</i>			706.00	
FIRST AMERICAN CORE LOGIC, INC. Total			Remit to: SANTA ANA, CA	1,400.00	1,400.00
FITNESS 19 CA 155 11C	213958	08/27/2012	GYM MEMBERSHIP DEDUCTIONS	211.00	
	<i>213958 Total</i>			211.00	
FITNESS 19 CA 155 11C Total			Remit to: MORENO VALLEY, CA	211.00	412.00
FLOREZ, ROBERT	213721	08/06/2012	REIMB. SEMINAR REGISTRATION FEE-TORO IRRIGATION AUDIT TRNG	150.00	
	<i>213721 Total</i>			150.00	
FLOREZ, ROBERT Total			Remit to: SUN CITY, CA	150.00	150.00
FOOD SERVICES OF MVUSD	213722	08/06/2012	SCHOOL FACILITY USE FOR COMMUNITY INFORMATION MEETING	152.00	
	<i>213722 Total</i>			152.00	

-65-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
FOOD SERVICES OF MVUSD Total			Remit to: MORENO VALLEY, CA	152.00	152.00
FOOTHILL CHAPTER - I.C.C.	213905	08/20/2012	ANNUAL MEMBERSHIP RENEWAL-FY 12/13 DUES	50.00	
	<i>213905 Total</i>			<i>50.00</i>	
FOOTHILL CHAPTER - I.C.C. Total			Remit to: FONTANA, CA	50.00	50.00
FOSTER, NANCY A.	7138	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7138 Total</i>			<i>318.73</i>	
FOSTER, NANCY A. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
FRANCHISE TAX BOARD	213814	08/13/2012	GARNISHMENT	205.12	
	<i>213814 Total</i>			<i>205.12</i>	
	213959	08/27/2012	GARNISHMENT	25.00	
	<i>213959 Total</i>			<i>25.00</i>	
FRANCHISE TAX BOARD Total			Remit to: SACRAMENTO, CA	230.12	580.12
FRANK BASALDUA	213860	08/13/2012	REFUND-DEPOSIT SENIOR CNTR	300.00	
	<i>213860 Total</i>			<i>300.00</i>	
FRANK BASALDUA Total			Remit to: ONE TIME VENDOR	300.00	300.00
FRESQUEZ, JOHN	213723	08/06/2012	SPORTS OFFICIATING SVCS	220.00	
	<i>213723 Total</i>			<i>220.00</i>	
	213906	08/20/2012	SPORTS OFFICIATING SVCS	60.00	
	<i>213906 Total</i>			<i>60.00</i>	
FRESQUEZ, JOHN Total			Remit to: MORENO VALLEY, CA	280.00	280.00
GALLS INC., INLAND UNIFORM	213907	08/20/2012	UNIFORMS & MISC SUPPLIES-PARK RANGERS	404.05	
	<i>213907 Total</i>			<i>404.05</i>	
GALLS INC., INLAND UNIFORM Total			Remit to: RIVERSIDE, CA	404.05	404.05
GENERAL SECURITY SERVICES, INC.	213673	08/01/2012	SECURITY SVCS-ELECTRIC UTILITY	214.76	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	<i>213673 Total</i>			214.76	
	213724	08/06/2012	SECURITY SVCS-LIBRARY	2,086.24	
			SECURITY SVCS-TOWNGATE RENTALS	276.12	
	<i>213724 Total</i>			2,362.36	
	213815	08/13/2012	SECURITY SVCS-CRC-TASTE OF THE VALLEY EVENT	76.70	
			SECURITY SVCS-MVU ANNEX	276.12	
			SECURITY SVCS-SENIOR CTR	184.08	
	<i>213815 Total</i>			536.90	
	213908	08/20/2012	SECURITY SVCS-SENIOR CTR	168.74	
	<i>213908 Total</i>			168.74	
	213960	08/27/2012	SECURITY SVCS-LIBRARY	245.44	
	<i>213960 Total</i>			245.44	
GENERAL SECURITY SERVICES, INC. Total				3,528.20	5,967.26
Remit to: WILMINGTON, CA					
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	7104	08/01/2012	LEGAL SVCS-CITY ATTY	218.50	
	<i>7104 Total</i>			218.50	
	7139	08/06/2012	LEGAL SERVICES	1,103.00	
	<i>7139 Total</i>			1,103.00	
	7265	08/20/2012	LEGAL SERVICES	12,751.01	
			LEGAL SVCS-LINEAR PRK BOND SAFEGUARD	12,140.68	
	<i>7265 Total</i>			24,891.69	
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP Total				26,213.19	42,352.60
Remit to: LOS ANGELES, CA					
GOD'S HELPING HAND	7140	08/06/2012	FOOD BANK-CDBG	2,137.50	
	<i>7140 Total</i>			2,137.50	
GOD'S HELPING HAND Total				2,137.50	2,137.50
Remit to: MENIFEE, CA					
GONG ENTERPRISES, INC.	213725	08/06/2012	CONSULTANT PLAN CHECK SVCS-TR 22180-2	560.00	
	<i>213725 Total</i>			560.00	
	213910	08/20/2012	CONSULTANT PLAN CHECK SVCS-TR 22180-2 & 3	1,794.65	
	<i>213910 Total</i>			1,794.65	
GONG ENTERPRISES, INC. Total				2,354.65	4,410.97
Remit to: HUNTINGTON BEACH, CA					
GONZALES, LORENZ R.	213911	08/20/2012	MILEAGE REIMBURSEMENT	162.06	

-67-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	<i>213911 Total</i>			162.06	
GONZALES, LORENZ R. Total		Remit to: WILDOMAR, CA		162.06	162.06
GORM INC.	213726	08/06/2012	JANITORIAL SUPPLIES-PARKS	164.36	
	<i>213726 Total</i>			164.36	
GORM INC. Total		Remit to: ONTARIO, CA		164.36	164.36
GOZDECKI, DAN	7105	08/01/2012	INSTRUCTOR SVCS-KUNG FU CLASSES	486.00	
	<i>7105 Total</i>			486.00	
GOZDECKI, DAN Total		Remit to: MORENO VALLEY, CA		486.00	486.00
GRACIELA PINEDA	213997	08/27/2012	REFUND-SPAY/NEUTER DEPOSIT	75.00	
	<i>213997 Total</i>			75.00	
GRACIELA PINEDA Total		Remit to: ONE TIME VENDOR		75.00	75.00
GREENWIRE, INC	213912	08/20/2012	HALO ON-LINE TECHNICAL TRAINING	2,100.00	
	<i>213912 Total</i>			2,100.00	
GREENWIRE, INC Total		Remit to: ROSEVILLE, CA		2,100.00	2,100.00
GRIFFIN, MARLENE C	7141	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7141 Total</i>			318.73	
GRIFFIN, MARLENE C Total		Remit to: GREEN VALLEY, AZ		318.73	318.73
GROUND CONTROL SYSTEMS, INC.	7211	08/13/2012	MOBILE SATELITE INTERNET SVC FOR MCC	1,908.00	
	<i>7211 Total</i>			1,908.00	
GROUND CONTROL SYSTEMS, INC. Total		Remit to: SAN LUIS OBISPO, CA		1,908.00	1,908.00
GUARDSMARK	213674	08/01/2012	SECURITY SVCS-CITY HALL	714.40	
	<i>213674 Total</i>			714.40	
GUARDSMARK Total		Remit to: RANCHO CUCAMONGA, CA		714.40	2,768.30



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
GUILLAN, REBECCA S.	7142	08/06/2012	RETIREE MED AUG '12, PD AUG '12	275.31	
	<i>7142 Total</i>			275.31	
GUILLAN, REBECCA S. Total			Remit to: ADVANCE, NC	275.31	275.31
GUILLEN, RUTH	7143	08/06/2012	RETIREE MED JUN-JUL '12, PD AUG '12	123.50	
	<i>7143 Total</i>			123.50	
GUILLEN, RUTH Total			Remit to: MORENO VALLEY, CA	123.50	123.50
GUTIERREZ, ROBERT	7144	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7144 Total</i>			318.73	
GUTIERREZ, ROBERT Total			Remit to: LA VERNE, CA	318.73	318.73
HABITAT FOR HUMANITY RIVERSIDE	213727	08/06/2012	MOBILEHOME REPAIR PRGRM	5,779.09	
	<i>213727 Total</i>			5,779.09	
HABITAT FOR HUMANITY RIVERSIDE Total			Remit to: RIVERSIDE, CA	5,779.09	5,779.09
HAMLIN, WILLIAM R.	7145	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7145 Total</i>			318.73	
HAMLIN, WILLIAM R. Total			Remit to: BEAUMONT, CA	318.73	318.73
HANES, MARTIN D.	7146	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7146 Total</i>			318.73	
HANES, MARTIN D. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
HANSEN, ROBERT L.	213986	08/27/2012	PER DIEM-LCC ANNUAL CONF. & EXPO	177.50	
	<i>213986 Total</i>			177.50	
HANSEN, ROBERT L. Total			Remit to: MORENO VALLEY, CA	177.50	177.50
HARDING, JOHN	213728	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213728 Total</i>			318.73	



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
HARDING, JOHN Total			Remit to: BANNING, CA	318.73	318.73
HARGIS, STEVE	213913	08/20/2012	FLIGHTS FOR NEW WORLD SYSTEM-LOGOS CUSTOMER CONF. 9/23-9/25/12	385.20	
	<i>213913 Total</i>			<i>385.20</i>	
HARGIS, STEVE Total			Remit to: TEMECULA, CA	385.20	385.20
HATFIELD, CHARLES	7148	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7148 Total</i>			<i>318.73</i>	
HATFIELD, CHARLES Total			Remit to: LAS VEGAS, NV	318.73	318.73
HDR ENGINEERING, INC.	213914	08/20/2012	CACTUS AVE/NASON STREET IMPRVMENTS PROJECT SVCS	173.56	
	<i>213914 Total</i>			<i>173.56</i>	
HDR ENGINEERING, INC. Total			Remit to: IRVINE, CA	173.56	316.56
HEFFLEY, ROSS W.	7149	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7149 Total</i>			<i>318.73</i>	
HEFFLEY, ROSS W. Total			Remit to: HEMET, CA	318.73	318.73
HERRICK, ROBERT D.	213729	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213729 Total</i>			<i>318.73</i>	
HERRICK, ROBERT D. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
HLP, INC.	7266	08/20/2012	ANIMAL SHELTER'S CHAMELEON SOFTWARE ANNUAL SUPPORT MAINT.	17,584.80	
	<i>7266 Total</i>			<i>17,584.80</i>	
HLP, INC. Total			Remit to: LITTLETON, CO	17,584.80	17,584.80
HOGARD, JOHN T.	7150	08/06/2012	RETIREE MED JAN-MAR '12, PD AUG '12	300.00	
	<i>7150 Total</i>			<i>300.00</i>	
HOGARD, JOHN T. Total			Remit to: CORONA, CA	300.00	300.00



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
HONDA YAMAHA OF REDLANDS	7106	08/01/2012	MOTORCYCLE MAINT/REPAIR & PARTS-PD	107.94	
	<i>7106 Total</i>			<i>107.94</i>	
HONDA YAMAHA OF REDLANDS Total			Remit to: REDLANDS, CA	107.94	3,207.62
HOUSER, EDITH E.	213730	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213730 Total</i>			<i>318.73</i>	
HOUSER, EDITH E. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
HUNSAKER & ASSOCIATES, INC.	213731	08/06/2012	PLAN CK REVIEW-5/31-6/27/12-LD	975.00	
	<i>213731 Total</i>			<i>975.00</i>	
	213915	08/20/2012	PERRIS BLVD WIDENING-PVSD LATERAL "B" TO CACTUS AVE PROJECT	9,228.00	
	<i>213915 Total</i>			<i>9,228.00</i>	
HUNSAKER & ASSOCIATES, INC. Total			Remit to: IRVINE, CA	10,203.00	10,203.00
HUTSON, RICHARD	213855	08/13/2012	PER DIEM-HOW TO RECRUIT ETC SHERIFF VOLUNTEERS TRAINING	80.00	
	<i>213855 Total</i>			<i>80.00</i>	
HUTSON, RICHARD Total			Remit to: MORENO VALLEY, CA	80.00	80.00
ICMA RETIREMENT CORP	7482	08/24/2012	DEFERRED COMPENSATION - 457	8,450.01	
	<i>7482 Total</i>			<i>8,450.01</i>	
	7502	08/10/2012	DEFERRED COMPENSATION - 457	8,450.01	
	<i>7502 Total</i>			<i>8,450.01</i>	
ICMA RETIREMENT CORP Total			Remit to: BALTIMORE, MD	16,900.02	34,050.04
ICR DOORS	7212	08/13/2012	AUTOMATIC GATE MAINT-GATE#5-PSB	351.25	
	<i>7212 Total</i>			<i>351.25</i>	
ICR DOORS Total			Remit to: SAN BERNARDINO, CA	351.25	745.76
IL SORRENTO MOBILE PARK	213732	08/06/2012	REFUND-UUT FOR EXEMPT RESIDENTS	140.71	
	<i>213732 Total</i>			<i>140.71</i>	

-71-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
IL SORRENTO MOBILE PARK Total			Remit to: MORENO VALLEY, CA	140.71	268.81
ING USA ANNUITY & LIFE INSURANCE CO.	213816	08/13/2012	NON-EXEMPT ANNUITY	400.00	
	<i>213816 Total</i>			<i>400.00</i>	
ING USA ANNUITY & LIFE INSURANCE CO. Total			Remit to: DES MOINES, IA	400.00	800.00
INLAND CONTRACTORS, INC.	7288	08/27/2012	NUISANCE ABATEMENT SVCS	2,001.32	
	<i>7288 Total</i>			<i>2,001.32</i>	
INLAND CONTRACTORS, INC. Total			Remit to: RIVERSIDE, CA	2,001.32	2,001.32
INLAND EMPIRE PROPERTY SERVICE, INC	7107	08/01/2012	WEED ABATEMENT OF EMPTY FIELD	320.00	
	<i>7107 Total</i>			<i>320.00</i>	
	7213	08/13/2012	NUISANCE ABATEMENT SVC-CODE WEED ABATEMENT OF EMPTY FIELD	1,414.00	
	<i>7213 Total</i>			<i>2,414.00</i>	
INLAND EMPIRE PROPERTY SERVICE, INC Total			Remit to: MORENO VALLEY, CA	2,734.00	13,242.00
IRMA MARTIN	213871	08/13/2012	REFUND-CITATION OVRPYMNT	57.50	
	<i>213871 Total</i>			<i>57.50</i>	
IRMA MARTIN Total			Remit to: ONE TIME VENDOR	57.50	57.50
JAMES A. GAYNOR	213864	08/13/2012	REFUND-CITATIONS (3) OVRPYMNTS	436.00	
	<i>213864 Total</i>			<i>436.00</i>	
JAMES A. GAYNOR Total			Remit to: ONE TIME VENDOR	436.00	436.00
JAMES BAYLARK	213772	08/06/2012	REFUND-RENTAL DEPOSIT FOR 7/21/12 EVENT AT CONF. CTR.	750.00	
	<i>213772 Total</i>			<i>750.00</i>	
JAMES BAYLARK Total			Remit to: ONE TIME VENDOR	750.00	750.00
JANELLE HENDERSON	213783	08/06/2012	REFUND-LIBRARY BOOK FOUND/RETURNED	20.00	
	<i>213783 Total</i>			<i>20.00</i>	



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
JANELLE HENDERSON Total			Remit to: ONE TIME VENDOR	20.00	20.00
JDEDGE SOFTWARE, LLC	7214	08/13/2012	HR & PAYROLL DATA CONVERSION INTO NEW ERP	17,169.51	
	<i>7214 Total</i>			<i>17,169.51</i>	
	7295	08/29/2012	HR & PAYROLL DATA CONVERSION INTO NEW ERP	18,430.00	
	<i>7295 Total</i>			<i>18,430.00</i>	
JDEDGE SOFTWARE, LLC Total			Remit to: KRUGERVILLE, TX	35,599.51	54,364.51
JESUS MEZA	213788	08/06/2012	REFUND-DOG LICENSE	15.00	
	<i>213788 Total</i>			<i>15.00</i>	
JESUS MEZA Total			Remit to: ONE TIME VENDOR	15.00	15.00
JFL ELECTRIC, INC.	213817	08/13/2012	RETENTION RELEASE-LASSELLE ST./MARGARET AVE TRAFFIC SIGNAL PROJ.	20,103.05	
	<i>213817 Total</i>			<i>20,103.05</i>	
JFL ELECTRIC, INC. Total			Remit to: LOS ANGELES, CA	20,103.05	20,103.05
JOHN DEERE/LANDSCAPE, INC.	213916	08/20/2012	IRRIGATION SUPPLIES FOR PARKS	6,233.99	
	<i>213916 Total</i>			<i>6,233.99</i>	
JOHN DEERE/LANDSCAPE, INC. Total			Remit to: RIVERSIDE, CA	6,233.99	6,233.99
JOHNSON & SEDLACK	213784	08/06/2012	REFUND-W/DRAL OF APPEAL	750.00	
	<i>213784 Total</i>			<i>750.00</i>	
JOHNSON & SEDLACK Total			Remit to: ONE TIME VENDOR	750.00	750.00
JONES, SUSAN	7151	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7151 Total</i>			<i>318.73</i>	
JONES, SUSAN Total			Remit to: MORENO VALLEY, CA	318.73	318.73
JON'S FLAGS & POLES	213675	08/01/2012	AMERICAN FLAG FOR PD	353.96	
	<i>213675 Total</i>			<i>353.96</i>	

-73-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
JON'S FLAGS & POLES Total			Remit to: RIVERSIDE, CA	353.96	353.96
JORRY KEITH	213917	08/20/2012	INSTRUCTOR SVCS-COMIC BOOK CREATION	384.00	
	<i>213917 Total</i>			<i>384.00</i>	
JORRY KEITH Total			Remit to: FONTANA, CA	384.00	384.00
JOSEPH DITO	213862	08/13/2012	REFUND-PARK USE	11.00	
	<i>213862 Total</i>			<i>11.00</i>	
JOSEPH DITO Total			Remit to: ONE TIME VENDOR	11.00	11.00
			REFUND-RENTAL DEPOSIT FOR 7/28/12 EVENT AT		
JUAN ESCAMILLA	213779	08/06/2012	CONF. CTR.	750.00	
	<i>213779 Total</i>			<i>750.00</i>	
JUAN ESCAMILLA Total			Remit to: ONE TIME VENDOR	750.00	750.00
JUAN ZAMUDIO	213794	08/06/2012	REFUND-FALSE ALARM CITATION OVERPAID	20.00	
	<i>213794 Total</i>			<i>20.00</i>	
JUAN ZAMUDIO Total			Remit to: ONE TIME VENDOR	20.00	20.00
			PER DIEM/MILEAGE-SIRE TECH. REGIONAL USER		
KATHLEEN M. GROSS	213985	08/27/2012	CONF.	206.36	
	<i>213985 Total</i>			<i>206.36</i>	
KATHLEEN M. GROSS Total			Remit to: MENIFEE, CA	206.36	206.36
KDM MERIDIAN, INC.	7215	08/13/2012	FIRE STATION #65 PROJECT SVCS	1,500.00	
	<i>7215 Total</i>			<i>1,500.00</i>	
KDM MERIDIAN, INC. Total			Remit to: LAKE FOREST, CA	1,500.00	28,000.00
KELSI ANALISTA	213858	08/13/2012	REFUND-NEUTER DEPOSIT	75.00	
	<i>213858 Total</i>			<i>75.00</i>	
KELSI ANALISTA Total			Remit to: ONE TIME VENDOR	75.00	75.00



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
KEPLER, JANELLE	213676	08/01/2012	INSTRUCTOR SVCS-CHEERLEADING/LYRICAL DANCE CLASSES	644.00	
	<i>213676 Total</i>			<i>644.00</i>	
KEPLER, JANELLE Total			Remit to: MORENO VALLEY, CA	644.00	644.00
KIM FEMATT	213780	08/06/2012	REFUND-DEPOSITS-ANIMAL SVCS	77.00	
	<i>213780 Total</i>			<i>77.00</i>	
KIM FEMATT Total			Remit to: ONE TIME VENDOR	77.00	77.00
KING, PATRICIA A.	213733	08/06/2012	RETIREE MED AUG '12	271.44	
	<i>213733 Total</i>			<i>271.44</i>	
KING, PATRICIA A. Total			Remit to: LAS VEGAS, NV	271.44	271.44
KOA CORPORATION	213818	08/13/2012	PERRIS BLVD SB LANE TO SR-60 WB WIDENING PROJ SVCS	2,275.00	
	<i>213818 Total</i>			<i>2,275.00</i>	
KOA CORPORATION Total			Remit to: MONTEREY PARK, CA	2,275.00	2,275.00
KOLB, CHARLES E.	7152	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7152 Total</i>			<i>318.73</i>	
KOLB, CHARLES E. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
KOLLAR, KYLE	7153	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7153 Total</i>			<i>318.73</i>	
KOLLAR, KYLE Total			Remit to: MORENO VALLEY, CA	318.73	318.73
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	213918	08/20/2012	LEGAL SVCS-MAY-12-MV OVERSIGHT BOARD	13,063.50	
	<i>213918 Total</i>			<i>13,063.50</i>	
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD Total			Remit to: SACRAMENTO, CA	13,063.50	13,063.50
KRUEGER, KIMBERLEE	213987	08/27/2012	PER DIEM/MILEAGE-SIRE TECH. REGIONAL USER CONF.	443.90	
	<i>213987 Total</i>			<i>443.90</i>	

-75-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
KRUEGER, KIMBERLEE Total			Remit to: TEMECULA, CA	443.90	884.68
KUPSAK, STEVE	7154	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7154 Total</i>			<i>318.73</i>	
KUPSAK, STEVE Total			Remit to: CEDAR GLEN, CA	318.73	318.73
KYLE, GARY M.	7155	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7155 Total</i>			<i>318.73</i>	
KYLE, GARY M. Total			Remit to: PRESCOTT VALLEY, AZ	318.73	318.73
LA DONNA JEMPSON	213867	08/13/2012	REIMBURSEMENT-JULY 4TH COMMITTEE BANNER	58.10	
	<i>213867 Total</i>			<i>58.10</i>	
LA DONNA JEMPSON Total			Remit to: ONE TIME VENDOR	58.10	58.10
LA FOLLETTE, JOHNSON, DE HAAS, ET AL	213677	08/01/2012	LEGAL SVCS-MV1208	4,715.00	
	<i>213677 Total</i>			<i>4,715.00</i>	
	213735	08/06/2012	LEGAL SVCS-MV1148	11,310.05	
	<i>213735 Total</i>			<i>11,310.05</i>	
LA FOLLETTE, JOHNSON, DE HAAS, ET AL Total			Remit to: LOS ANGELES, CA	16,025.05	41,146.04
LAFATA, JOSEPHINE	7156	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7156 Total</i>			<i>318.73</i>	
LAFATA, JOSEPHINE Total			Remit to: MORENO VALLEY, CA	318.73	318.73
LAINÉ IOSUA	213866	08/13/2012	REFUND-CITATION DISMISSED	86.00	
	<i>213866 Total</i>			<i>86.00</i>	
LAINÉ IOSUA Total			Remit to: ONE TIME VENDOR	86.00	86.00
LANCE, SOLL & LUNGHARD, LLP	213919	08/20/2012	AUDITING SVCS	620.00	
	<i>213919 Total</i>			<i>620.00</i>	



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
LANCE, SOLL & LUNGHARD, LLP Total			Remit to: BREA, CA	620.00	620.00
LANGAN ENGINEERING & ENVIRONMENTAL SRVCS	213736	08/06/2012	CONSULTANT SVCS-HF PA07-0090	2,220.00	
	<i>213736 Total</i>			<i>2,220.00</i>	
LANGAN ENGINEERING & ENVIRONMENTAL SRVCS Total			Remit to: IRVINE, CA	2,220.00	2,220.00
LANGENDORF, BENJAMIN	7157	08/06/2012	RETIREE MED JUN '12, PD AUG '12	254.59	
	<i>7157 Total</i>			<i>254.59</i>	
LANGENDORF, BENJAMIN Total			Remit to: PERRIS, CA	254.59	254.59
LARA, JOSEPH R.	213737	08/06/2012	PER DIEM/MILEAGE-NEC UNIVERGE SV8500 TRAINING	844.25	
	<i>213737 Total</i>			<i>844.25</i>	
LARA, JOSEPH R. Total			Remit to: MURRIETA, CA	844.25	1,084.58
LAUREN BAISDEN	213859	08/13/2012	REFUND-CITATION(S) OVRPYMNT	195.00	
	<i>213859 Total</i>			<i>195.00</i>	
LAUREN BAISDEN Total			Remit to: ONE TIME VENDOR	195.00	195.00
LAURIE RUSSO	213999	08/27/2012	REFUND-CPR CLASS	47.00	
	<i>213999 Total</i>			<i>47.00</i>	
LAURIE RUSSO Total			Remit to: ONE TIME VENDOR	47.00	47.00
LAW ENFORCEMENT MEDICAL SERVICES, INC.	213820	08/13/2012	SART EXAMINATION-MV121800144	650.00	
	<i>213820 Total</i>			<i>650.00</i>	
LAW ENFORCEMENT MEDICAL SERVICES, INC. Total			Remit to: FONTANA, CA	650.00	650.00
LAW OFFICES OF ROBERT JACKSON	213786	08/06/2012	REFUND-RENTAL DEPOSIT FOR 7/21/12 EVENT AT CONF. CTR.	100.00	
	<i>213786 Total</i>			<i>100.00</i>	
LAW OFFICES OF ROBERT JACKSON Total			Remit to: ONE TIME VENDOR	100.00	100.00

-77-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
LAWRENCE R. BYNUM	213948	08/20/2012	REFUND-ADMINISTRATIVE CITATION	200.00	
	<i>213948 Total</i>			200.00	
	213949	08/20/2012	REFUND-ADMINISTRATIVE CITATION	200.00	
	<i>213949 Total</i>			200.00	
LAWRENCE R. BYNUM Total				400.00	400.00
LEADERSHIP MORENO VALLEY	213738	08/06/2012	LEADERSHIP MORENO VALLEY PROGRAM	500.00	
	<i>213738 Total</i>			500.00	
LEADERSHIP MORENO VALLEY Total				500.00	500.00
LEE TANTER	213988	08/27/2012	PER DIEM-DUI SEMINAR	200.00	
	<i>213988 Total</i>			200.00	
LEE TANTER Total				200.00	200.00
LEWIS BRISBOIS BISGAARD & SMITH LLP	213963	08/27/2012	LEGAL SVCS	3,426.64	
	<i>213963 Total</i>			3,426.64	
LEWIS BRISBOIS BISGAARD & SMITH LLP Total				3,426.64	3,426.64
LEWIS, CAROLYN S.	7159	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7159 Total</i>			318.73	
LEWIS, CAROLYN S. Total				318.73	318.73
LIEBERT, CASSIDY, WHITMORE	213739	08/06/2012	EAST INLAND EMPIRE EMPLOYMNT CONSORTIUM MEMBERSHIP 7/1/12-6/30/13 LEGAL SVCS-HR	2,892.00 4,734.00	
	<i>213739 Total</i>			7,626.00	
LIEBERT, CASSIDY, WHITMORE Total				7,626.00	8,046.00
LILLIE TAYLOR	213793	08/06/2012	REFUND-SUMMER BASKETBALL LEAGUE	59.00	
	<i>213793 Total</i>			59.00	
LILLIE TAYLOR Total				59.00	59.00



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
LINDA M. LOMEN	213869	08/13/2012	REFUND-CITATION OVRPYMNT	115.00	
	<i>213869 Total</i>			115.00	
LINDA M. LOMEN Total			Remit to: ONE TIME VENDOR	115.00	115.00
LINDO, HERMINA G.	7160	08/06/2012	RETIREE MED JUN '12, PD AUG '12	199.80	
	<i>7160 Total</i>			199.80	
LINDO, HERMINA G. Total			Remit to: TITUSVILLE, FL	199.80	199.80
LISA FARRAN	213863	08/13/2012	REFUND-CITATION OVRPYMNT	90.00	
	<i>213863 Total</i>			90.00	
LISA FARRAN Total			Remit to: ONE TIME VENDOR	90.00	90.00
LOGAN, CHARLES	7161	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7161 Total</i>			318.73	
LOGAN, CHARLES Total			Remit to: LAS VEGAS, NV	318.73	318.73
LONGDYKE, DENNIS	213740	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213740 Total</i>			318.73	
LONGDYKE, DENNIS Total			Remit to: BEAUMONT, CA	318.73	318.73
LOPEZ, JASMINE	213741	08/06/2012	SPORTS OFFICIATING SVCS	105.00	
	<i>213741 Total</i>			105.00	
LOPEZ, JASMINE Total			Remit to: MORENO VALLEY, CA	105.00	105.00
LORI NELSON	213877	08/13/2012	REFUND-TENNIS CLASS	79.00	
	<i>213877 Total</i>			79.00	
LORI NELSON Total			Remit to: ONE TIME VENDOR	79.00	79.00
LOURDES G. ABELLA	213857	08/13/2012	REFUND-CITATION OVRPYMNT	57.50	
	<i>213857 Total</i>			57.50	

-79-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
LOURDES G. ABELLA Total			Remit to: ONE TIME VENDOR	57.50	57.50
LUMLEY, ROBERT C.	7162	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7162 Total</i>			<i>318.73</i>	
LUMLEY, ROBERT C. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
LUTHERAN SOCIAL SERVICES OF SO. CALI F.	7108	08/01/2012	CDBG SVCS-SHELTER PRGM	2,375.00	
	<i>7108 Total</i>			<i>2,375.00</i>	
LUTHERAN SOCIAL SERVICES OF SO. CALI F. Total			Remit to: RIVERSIDE, CA	2,375.00	2,375.00
M & A INDUSTRIAL CONCRETE, INC.	213821	08/13/2012	STOP NOTICE RELEASE FROM RETENTION- ALESSANDRO/INDIAN SIDEWLK PRJ	9,239.59	
	<i>213821 Total</i>			<i>9,239.59</i>	
M & A INDUSTRIAL CONCRETE, INC. Total			Remit to: FONTANA, CA	9,239.59	9,239.59
MADELYN ALDRIDGE	213942	08/20/2012	REFUND-CANCELLED PARKS CONTRACT CLASS	77.00	
	<i>213942 Total</i>			<i>77.00</i>	
MADELYN ALDRIDGE Total			Remit to: ONE TIME VENDOR	77.00	77.00
MALCOLM SMITH MOTORSPORTS	213822	08/13/2012	MOTORCYCLE MAINT/REPAIR & PARTS-PD	2,049.13	
	<i>213822 Total</i>			<i>2,049.13</i>	
MALCOLM SMITH MOTORSPORTS Total			Remit to: RIVERSIDE, CA	2,049.13	2,049.13
MANUEL VASQUEZ	213881	08/13/2012	REFUND-CITATION DISMISSED	432.50	
	<i>213881 Total</i>			<i>432.50</i>	
MANUEL VASQUEZ Total			Remit to: ONE TIME VENDOR	432.50	432.50
MARCH JOINT POWERS AUTHORITY	213921	08/20/2012	GAS METER CHARGES-JUN12	4.21	
	<i>213921 Total</i>			<i>4.21</i>	
MARCH JOINT POWERS AUTHORITY Total			Remit to: RIVERSIDE, CA	4.21	7.71



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
MARCIA SIMANOWITZ	214000	08/27/2012	REFUND RABIES DEPOSIT	20.00	
	<i>214000 Total</i>			<i>20.00</i>	
MARCIA SIMANOWITZ Total				20.00	20.00
Remit to: ONE TIME VENDOR					
MARCUS STOUT	213879	08/13/2012	LOST ITEM REFUND-LIBRARY BOOK: BLACK DIAMOND	13.95	
	<i>213879 Total</i>			<i>13.95</i>	
MARCUS STOUT Total				13.95	13.95
Remit to: ONE TIME VENDOR					
MARGARITA COLACION	213991	08/27/2012	MISCELLANEOUS SERVICES	200.00	
	<i>213991 Total</i>			<i>200.00</i>	
MARGARITA COLACION Total				200.00	200.00
Remit to: ONE TIME VENDOR					
MARIA ISABEL RADILLO	213790	08/06/2012	REFUND-PARK SHELTER RESERVATION ON 7/28/12	80.00	
	<i>213790 Total</i>			<i>80.00</i>	
MARIA ISABEL RADILLO Total				80.00	80.00
Remit to: ONE TIME VENDOR					
MARIA MEZAMUNOZ	213873	08/13/2012	REFUND-CITATION OVRPYMNT	58.00	
	<i>213873 Total</i>			<i>58.00</i>	
MARIA MEZAMUNOZ Total				58.00	58.00
Remit to: ONE TIME VENDOR					
MARIA SANCHEZ	213946	08/20/2012	REFUND-BOWLING CLASS & LEAGUE	102.00	
	<i>213946 Total</i>			<i>102.00</i>	
MARIA SANCHEZ Total				102.00	102.00
Remit to: ONE TIME VENDOR					
MARINA LANDSCAPE, INC	7109	08/01/2012	LANDSCAPE MAINT-DSG-2N/10-NORTH	4,777.65	
			LANDSCAPE MAINT-DSG-2S/10-SOUTH	4,480.83	
	<i>7109 Total</i>			<i>9,258.48</i>	
	7163	08/06/2012	LANDSCAPE MAINT-ZONE E-1	5,733.34	
	<i>7163 Total</i>			<i>5,733.34</i>	
	7216	08/13/2012	LANDSCAPE MAINT-ZONE DSG2-N	37.20	
			LANDSCAPE MAINT-ZONE DSG2-S	2,170.57	



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
			LANDSCAPE MAINT-ZONE E	535.93	
	<i>7216 Total</i>			2,743.70	
	7268	08/20/2012	LANDSCAPE MAINT-DSG-2N/10-NORTH	117.80	
			LANDSCAPE MAINT-DSG-2S/10-SOUTH	358.04	
	<i>7268 Total</i>			475.84	
MARINA LANDSCAPE, INC Total		Remit to: ANAHEIM, CA		18,211.36	23,944.70
MARY ERICKSON COMMUNITY HOUSING	213742	08/06/2012	REHAB/ACQSTN-24410/24420 MYERS AVE	21,003.78	
	<i>213742 Total</i>			21,003.78	
MARY ERICKSON COMMUNITY HOUSING Total		Remit to: SAN CLEMENTE, CA		21,003.78	21,003.78
MATHIS, NOLAN	7164	08/06/2012	RETIREE MED JUN '12, PD AUG '12	279.80	
	<i>7164 Total</i>			279.80	
MATHIS, NOLAN Total		Remit to: JACKSON, KY		279.80	279.80
MATICH CORPORATION	7289	08/27/2012	ASPHALTIC MATERIALS	11,896.22	
	<i>7289 Total</i>			11,896.22	
MATICH CORPORATION Total		Remit to: HIGHLAND, CA		11,896.22	27,910.92
MATT MOSER	213789	08/06/2012	REFUND-RABIES/SPAY DEPOSITS	95.00	
	<i>213789 Total</i>			95.00	
MATT MOSER Total		Remit to: ONE TIME VENDOR		95.00	95.00
MAXINOSKI, SUE A.	7165	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7165 Total</i>			318.73	
MAXINOSKI, SUE A. Total		Remit to: AVINGER, TX		318.73	318.73
MCCAIN TRAFFIC SUPPLY	213823	08/13/2012	TRAFFIC CONTROLLER PARTS	457.94	
			TRAFFIC CONTROLLER-IRIS@NASON,333L CABINET	22,515.46	
	<i>213823 Total</i>			22,973.40	
MCCAIN TRAFFIC SUPPLY Total		Remit to: VISTA, CA		22,973.40	22,973.40



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
MEEKS, DANIEL	7166	08/06/2012	SPORTS OFFICIATING SVCS	60.00	
	<i>7166 Total</i>			<i>60.00</i>	
	7269	08/20/2012	SPORTS OFFICIATING SVCS	80.00	
	<i>7269 Total</i>			<i>80.00</i>	
MEEKS, DANIEL Total			Remit to: PERRIS, CA	140.00	200.00
MELAD & ASSOCIATES, INC	213824	08/13/2012	PROFESSIONAL ENG'G SVCS-B&S	4,404.73	
	<i>213824 Total</i>			<i>4,404.73</i>	
MELAD & ASSOCIATES, INC Total			Remit to: HUNTINGTON BEACH, CA	4,404.73	6,567.39
MESSIN, LOUIS	7167	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7167 Total</i>			<i>318.73</i>	
MESSIN, LOUIS Total			Remit to: BULLHEAD CITY, AZ	318.73	318.73
METASYS CORP. DBA POP-A-LOCK OF RIVERSIDE	213922	08/20/2012	OPEN SAFE-DOMESTIC VIOLENCE CASE	100.00	
	<i>213922 Total</i>			<i>100.00</i>	
METASYS CORP. DBA POP-A-LOCK OF RIVERSIDE Total			Remit to: RIVERSIDE, CA	100.00	100.00
MICHAEL BRANDMAN ASSOCIATES	213679	08/01/2012	EIR 3RD PRY REVIEW-VOGEL WAREHOUSE	164.00	
	<i>213679 Total</i>			<i>164.00</i>	
MICHAEL BRANDMAN ASSOCIATES Total			Remit to: IRVINE, CA	164.00	164.00
MICHAEL D SEVOIAN	213878	08/13/2012	REFUND-CITATION OVRPYMNT	57.50	
	<i>213878 Total</i>			<i>57.50</i>	
MICHAEL D SEVOIAN Total			Remit to: ONE TIME VENDOR	57.50	57.50
			PER DIEM-HOW TO RECRUIT ETC SHERIFF		
MICHAEL JUNE	213856	08/13/2012	VOLUNTEERS TRAINING	80.00	
	<i>213856 Total</i>			<i>80.00</i>	
MICHAEL JUNE Total			Remit to: MORENO VALLEY, CA	80.00	80.00

-83-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
MILES, ROBERT	7168	08/06/2012	RETIREE MED AUG '12	225.99	
	<i>7168 Total</i>			225.99	
MILES, ROBERT Total			Remit to: MORENO VALLEY, CA	225.99	225.99
MINARD, MARK E.	7169	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7169 Total</i>			318.73	
MINARD, MARK E. Total			Remit to: REDLANDS, CA	318.73	318.73
MIRACLE RECREATION EQUIPMENT	7270	08/20/2012	PLAYGROUND EQUIPMENT FOR CITY PARKS	207.93	
	<i>7270 Total</i>			207.93	
MIRACLE RECREATION EQUIPMENT Total			Remit to: CORONA, CA	207.93	207.93
MIRACLE TEMPLE OF GOD CHURCH	213945	08/20/2012	REFUND-CANCELLED PICNIC SHELTER RESERVATION	212.00	
	<i>213945 Total</i>			212.00	
MIRACLE TEMPLE OF GOD CHURCH Total			Remit to: ONE TIME VENDOR	212.00	212.00
MISTRETTA, ARTHUR	7170	08/06/2012	SPORTS OFFICIATING SVCS	160.00	
	<i>7170 Total</i>			160.00	
	7271	08/20/2012	SPORTS OFFICIATING SVCS	60.00	
	<i>7271 Total</i>			60.00	
MISTRETTA, ARTHUR Total			Remit to: MORENO VALLEY, CA	220.00	320.00
MOHR POWER SOLAR, INC.	213874	08/13/2012	REFUND-BUSINESS LICENSE OVERPAYMENT	82.08	
	<i>213874 Total</i>			82.08	
MOHR POWER SOLAR, INC. Total			Remit to: ONE TIME VENDOR	82.08	82.08
MOLLICA, MIKE	7171	08/06/2012	RETIREE MED AUG '12	401.42	
	<i>7171 Total</i>			401.42	
MOLLICA, MIKE Total			Remit to: DUNNELLON, FL	401.42	401.42



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
MONTGOMERY PLUMBING INC	213826	08/13/2012	PLUMING REPAIRS-FS#6	178.50	
	<i>213826 Total</i>			<i>178.50</i>	
MONTGOMERY PLUMBING INC Total			Remit to: MORENO VALLEY, CA	178.50	178.50
MOOSEPOINT TECHNOLOGY, INC.	213964	08/27/2012	GEOSMART.NET ENTERPRISE EDITION MAINTENANCE GIS INTERNET SITE HOSTING SVCS 7/1-9/30/12	808.13 2,250.00	
	<i>213964 Total</i>			<i>3,058.13</i>	
MOOSEPOINT TECHNOLOGY, INC. Total			Remit to: SONOMA, CA	3,058.13	3,058.13
MORA, PATRICIA A.	7172	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7172 Total</i>			<i>318.73</i>	
MORA, PATRICIA A. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
MORENO VALLEY CHAMBER OF COMMERCE	213923	08/20/2012	STATE OF THE CITY ADDRESS @ CRC	240.00	
	<i>213923 Total</i>			<i>240.00</i>	
MORENO VALLEY CHAMBER OF COMMERCE Total			Remit to: MORENO VALLEY, CA	240.00	390.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	7481	08/24/2012	MVCEA DUES	1,383.50	
	<i>7481 Total</i>			<i>1,383.50</i>	
	7501	08/10/2012	EMPLOYEE DUES DEDUCTION TO MVCEA	1,383.50	
	<i>7501 Total</i>			<i>1,383.50</i>	
MORENO VALLEY CITY EMPLOYEES ASSOC. Total			Remit to: MORENO VALLEY, CA	2,767.00	5,515.00
MORENO VALLEY GATEWAY, LLC	7110	08/01/2012	LEASE-FACILITIES ANNEX LEASE-TECH SVCS ANNEX	2,458.97 5,475.90	
	<i>7110 Total</i>			<i>7,934.87</i>	
	7290	08/27/2012	LEASE-FACILITIES ANNEX-SEP12 LEASE-TS ANNEX-SEP12	2,458.97 5,475.90	
	<i>7290 Total</i>			<i>7,934.87</i>	
MORENO VALLEY GATEWAY, LLC Total			Remit to: SAN JUAN CAPISTRANO, CA	15,869.74	15,869.74

-85-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
MORGAN, LISA A.	7173	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7173 Total</i>			318.73	
MORGAN, LISA A. Total			Remit to: MENTONE, CA	318.73	318.73
MUSICK, PEELER & GARRETT, LLP	213743	08/06/2012	LEGAL SVCS-JUN/12-HR	425.00	
	<i>213743 Total</i>			425.00	
MUSICK, PEELER & GARRETT, LLP Total			Remit to: LOS ANGELES, CA	425.00	425.00
NATIONWIDE RETIREMENT SOLUTIONS	7479	08/24/2012	DEFERRED COMPENSATION - PST DEF COMP FOR FICA	2,898.16	
	<i>7479 Total</i>			2,898.16	
NATIONWIDE RETIREMENT SOLUTIONS	7498	08/10/2012	DEFERRED COMPENSATION - PST DEF COMP FOR FICA	3,227.27	
	<i>7498 Total</i>			3,227.27	
NATIONWIDE RETIREMENT SOLUTIONS Total			Remit to: COLUMBUS, OH	6,125.43	11,965.02
NAVARRETTE, RALPH	7174	08/06/2012	RETIREE MED AUG '12	225.99	
	<i>7174 Total</i>			225.99	
NAVARRETTE, RALPH Total			Remit to: RANCHO CUCAMONGA, CA	225.99	225.99
NELSON, ROBERT	7175	08/06/2012	RETIREE MED AUG '12	320.43	
	<i>7175 Total</i>			320.43	
NELSON, ROBERT Total			Remit to: ONTARIO, CA	320.43	320.43
NELSON, RUTH L.	7176	08/06/2012	RETIREE MED AUG '12	165.81	
	<i>7176 Total</i>			165.81	
NELSON, RUTH L. Total			Remit to: PERRIS, CA	165.81	165.81
NEUSTAEDTER, CRAIG S	213744	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213744 Total</i>			318.73	
NEUSTAEDTER, CRAIG S Total			Remit to: IRVINE, CA	318.73	318.73



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
NEVCO SCOREBOARD CO.	213745	08/06/2012	FOOTBALL/SOCCER LED SCOREBOARD, SOLAR POWER KIT, & ACCESSORIES	9,218.20	
	<i>213745 Total</i>			<i>9,218.20</i>	
NEVCO SCOREBOARD CO. Total			Remit to: GREENVILLE, IL	9,218.20	9,218.20
NEW WORLD SYSTEMS, CORP	7217	08/13/2012	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	6,917.17	
	<i>7217 Total</i>			<i>6,917.17</i>	
NEW WORLD SYSTEMS, CORP Total			Remit to: TROY, MI	6,917.17	126,597.17
NGUYEN, QUANG	7272	08/20/2012	MILEAGE REIMBURSEMENT	100.46	
	<i>7272 Total</i>			<i>100.46</i>	
NGUYEN, QUANG Total			Remit to: AZUSA, CA	100.46	100.46
NIEBURGER, JUDITH A.	213746	08/06/2012	RETIREE MED AUG '12	401.42	
	<i>213746 Total</i>			<i>401.42</i>	
NIEBURGER, JUDITH A. Total			Remit to: MORENO VALLEY, CA	401.42	401.42
NINYO & MOORE GEOTECHNICAL	213747	08/06/2012	ANNUAL PAVEMENT RESURFACING PROJECT- ALESSANDRO BLVD IMPRVMENTS CITYWIDE SIDEWALKS & ACCESS RAMPS PHASE II PROJECT SVCS	6,034.00 6,497.50	
	<i>213747 Total</i>			<i>16,064.25</i>	
	213827	08/13/2012	COTTONWOOD AVE IMPROVEMENTS PROJECT HEACOCK ST. SIDEWALK IMPROVEMENTS PROJECT	4,500.50 3,463.50	
	<i>213827 Total</i>			<i>7,964.00</i>	
NINYO & MOORE GEOTECHNICAL Total			Remit to: SAN DIEGO, CA	24,028.25	33,812.00
OAKLEY SALES CORP	213748	08/06/2012	ONE PAIR OF SUNGLASSES-PD	103.02	
	<i>213748 Total</i>			<i>103.02</i>	
OAKLEY SALES CORP Total			Remit to: LOS ANGELES, CA	103.02	103.02
OVERLAND PACIFIC & CUTLER, INC.	7177	08/06/2012	RELOCATION SVCS-MYERS AVE PROJ	1,787.50	

-87-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	7177 Total			1,787.50	
	7218	08/13/2012	CONSULTANT ON-CALL RIGHT OF WAY SVCS	3,360.00	
	7218 Total			3,360.00	
OVERLAND PACIFIC & CUTLER, INC. Total		Remit to: LONG BEACH, CA		5,147.50	9,347.50
PACIFIC TELEMAGEMENT SERVICES	7219	08/13/2012	PAYPHONE SVCS	62.64	
	7219 Total			62.64	
	7273	08/20/2012	PAYPHONE SVCS-TECH SVCS	313.20	
	7273 Total			313.20	
	7291	08/27/2012	PAYPHONE SERVICES	250.56	
	7291 Total			250.56	
PACIFIC TELEMAGEMENT SERVICES Total		Remit to: SAN RAMON, CA		626.40	626.40
PATTERSON, ALFREY	213749	08/06/2012	RETIREE MED AUG '12	225.99	
	213749 Total			225.99	
PATTERSON, ALFREY Total		Remit to: MORENO VALLEY, CA		225.99	225.99
PERRY, NORMA	213750	08/06/2012	RETIREE MED AUG '12	318.73	
	213750 Total			318.73	
PERRY, NORMA Total		Remit to: PIONEER, CA		318.73	318.73
PERS LONG TERM CARE PROGRAM	213828	08/13/2012	LONG TERM CARE INSURANCE	458.63	
	213828 Total			458.63	
	213965	08/27/2012	LONG TERM CARE INSURANCE	458.63	
	213965 Total			458.63	
PERS LONG TERM CARE PROGRAM Total		Remit to: PASADENA, CA		917.26	1,834.52
PRICE, GEORGE E.	7178	08/06/2012	RETIREE MED AUG '12	318.73	
	7178 Total			318.73	
PRICE, GEORGE E. Total		Remit to: MORENO VALLEY, CA		318.73	318.73
PSOMAS	213752	08/06/2012	SR-60/NASON ST. INTERCHANGE PROJECT SVCS	4,936.00	



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
	213752	Total		4,936.00	
	213829	08/13/2012	CACTUS AVE/NASON STREET IMPRVMENTS PROJECT SVCS	476.40	
	213829	Total		476.40	
	213925	08/20/2012	CACTUS AVE/NASON STREET IMPRVMENTS PROJECT SVCS	2,050.00	
	213925	Total		2,050.00	
PSOMAS Total			Remit to: SANTA ANA, CA	7,462.40	13,149.90
PULLIAM, TRENT D.	7179	08/06/2012	RETIREE MED AUG '12	318.73	
	7179	Total		318.73	
PULLIAM, TRENT D. Total			Remit to: MISSION VIEJO, CA	318.73	318.73
PW ENHANCEMENT CENTER	7111	08/01/2012	RENTAL ASSISTANCE SVCS	999.92	
	7111	Total		999.92	
	7274	08/20/2012	HPRP PROGRM EXPEND ADVANCMT-RENTAL & ADMIN COST	1,565.93	
	7274	Total		1,565.93	
PW ENHANCEMENT CENTER Total			Remit to: MORENO VALLEY, CA	2,565.85	2,565.85
R. J. THOMAS MFG CO, INC	213966	08/27/2012	MISC. PARK SUPPLIES-EMERGENCY REPAIRS	2,937.83	
	213966	Total		2,937.83	
R. J. THOMAS MFG CO, INC Total			Remit to: CHEROKEE, IA	2,937.83	2,937.83
RALPH ALWORTH	213943	08/20/2012	REFUND-TRAP DEPOSIT	50.00	
	213943	Total		50.00	
RALPH ALWORTH Total			Remit to: ONE TIME VENDOR	50.00	50.00
			INSTRUCTOR SVCS-KINDER KARATE/TAE KWON DO		
RAMOS, ROBERTO	213682	08/01/2012	CLASSES	720.30	
	213682	Total		720.30	
RAMOS, ROBERTO Total			Remit to: MORENO VALLEY, CA	720.30	720.30

-89-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
RAY-RAMIREZ, DARCY L.	213753	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213753 Total</i>			318.73	
RAY-RAMIREZ, DARCY L. Total			Remit to: RIVERSIDE, CA	318.73	318.73
RDL EQUIPMENT, INC.	213831	08/13/2012	STOP NOTICE RELEASE FROM RETENTION- ALESSANDRO/INDIAN SIDEWLK PRJ	821.79	
	<i>213831 Total</i>			821.79	
RDL EQUIPMENT, INC. Total			Remit to: NUEVO, CA	821.79	821.79
REBECCA WICK/HIGGINS	213882	08/13/2012	REFUND-CITATION DISMISSED	41.00	
	<i>213882 Total</i>			41.00	
REBECCA WICK/HIGGINS Total			Remit to: ONE TIME VENDOR	41.00	41.00
RICHARD ARMFIELD	213989	08/27/2012	REFUND-DOG LIC FEES	70.00	
	<i>213989 Total</i>			70.00	
RICHARD ARMFIELD Total			Remit to: ONE TIME VENDOR	70.00	70.00
RICHTER GROUP COMMUNICATION CONSULTANT	213683	08/01/2012	COMMUNICATIONS CONSULTING SVCS- MODIFICATIONS TO FCC LICENSE	450.00	
	<i>213683 Total</i>			450.00	
RICHTER GROUP COMMUNICATION CONSULTANT Total			Remit to: ESCONDIDO, CA	450.00	450.00
RICK HARTMANN GOVT CONTRACTING/CONSULTING SVCS	7147	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7147 Total</i>			318.73	
RICK HARTMANN GOVT CONTRACTING/CONSULTING SVCS Tot:			Remit to: SAN DIMAS, CA	318.73	318.73
RIGHTWAY SITE SERVICES, INC.	213754	08/06/2012	PORTABLE RESTROOMS-COTTONWOOD GOLF CTR PORTABLE RESTROOMS-EQUESTRIAN CTR	72.28 308.88	
	<i>213754 Total</i>			381.16	
RIGHTWAY SITE SERVICES, INC. Total			Remit to: LAKE ELSINORE, CA	381.16	851.87
RIVERSIDE COUNTY SHERIFF COURT SERVICES	213832	08/13/2012	GARNISHMENT	887.67	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	213832		<i>Total</i>	887.67	
	213967	08/27/2012	GARNISHMENT	460.22	
	213967		<i>Total</i>	460.22	
RIVERSIDE COUNTY SHERIFF COURT SERVICES Total			Remit to: RIVERSIDE, CA	1,347.89	2,480.40
ROBERTO MENDOZA	213872	08/13/2012	REFUND-LOST ITEM FOUND/RETURNED	14.99	
	213872		<i>Total</i>	14.99	
ROBERTO MENDOZA Total			Remit to: ONE TIME VENDOR	14.99	14.99
RODRIGUEZ, JEANETTE	7112	08/01/2012	INSTRUCTOR SVCS-TENNIS CLASSES	190.20	
	7112		<i>Total</i>	190.20	
RODRIGUEZ, JEANETTE Total			Remit to: MORENO VALLEY, CA	190.20	190.20
ROGERS, EUGENE	7181	08/06/2012	RETIREE MED AUG '12	318.73	
	7181		<i>Total</i>	318.73	
ROGERS, EUGENE Total			Remit to: PEBBLE BEACH, CA	318.73	318.73
ROSENOW SPEVACEK GROUP (RSG, INC.)	213968	08/27/2012	ELIGIBILITY REVIEW SVCS-MIRANDA P1	325.00	
			NSP ELIGIBILITY REVIEW SVCS	2,372.50	
	213968		<i>Total</i>	2,697.50	
ROSENOW SPEVACEK GROUP (RSG, INC.) Total			Remit to: SANTA ANA, CA	2,697.50	4,018.98
ROSS, DAVID T.	7182	08/06/2012	RETIREE MED AUG '12	318.73	
	7182		<i>Total</i>	318.73	
ROSS, DAVID T. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
ROSSON, LOUIS A.	7183	08/06/2012	RETIREE MED AUG '12	262.31	
	7183		<i>Total</i>	262.31	
ROSSON, LOUIS A. Total			Remit to: PERRIS, CA	262.31	262.31
RUSSO, JOHN	7184	08/06/2012	RETIREE MED AUG '12	225.99	

-91-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	<i>7184 Total</i>			225.99	
RUSSO, JOHN Total		Remit to: RANCHO MIRAGE, CA		225.99	225.99
SA ASSOCIATES	7275	08/20/2012	Consulting Staffing Services CPD	11,475.00	
	<i>7275 Total</i>			11,475.00	
SA ASSOCIATES Total		Remit to: ARCADIA, CA		11,475.00	22,200.00
SALMAN, CLAUDIA	213926	08/20/2012	INSTRUCTOR SVCS-LATIN ZUMBA CLASS	48.00	
	<i>213926 Total</i>			48.00	
SALMAN, CLAUDIA Total		Remit to: MORENO VALLEY, CA		48.00	48.00
SALVATION ARMY	213755	08/06/2012	CDBG FUNDING 2011-2012 REIMBURSEMENT FOR SVCS	4,820.00	
	<i>213755 Total</i>			4,820.00	
	213833	08/13/2012	CDBG FUNDING 2011-2012 REIMBURSEMENT FOR SVCS	180.00	
	<i>213833 Total</i>			180.00	
SALVATION ARMY Total		Remit to: MORENO VALLEY, CA		5,000.00	5,000.00
SCEC	213927	08/20/2012	PERMIT ICE FOR GENERATOR-MORRISON PARK FIRE STATION PROJECT SVCS	1,871.16	
	<i>213927 Total</i>			1,871.16	
SCEC Total		Remit to: ORANGE, CA		1,871.16	1,871.16
SCHIEFELBEIN, LORI C.	213756	08/06/2012	RETIREE MED JUL '12, PD AUG '12	318.73	
	<i>213756 Total</i>			318.73	
SCHIEFELBEIN, LORI C. Total		Remit to: BULLHEAD CITY, AZ		318.73	1,404.98
SCHUMAN, MICHAEL	7185	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7185 Total</i>			318.73	
SCHUMAN, MICHAEL Total		Remit to: RIVERSIDE, CA		318.73	318.73
SECTRAN SECURITY, INC	213969	08/27/2012	ARMORED TRANSPORT SVCS-CITY HALL	318.00	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
			ARMORED TRANSPORT SVCS-MV UTILITY	318.00	
			ARMORED TRANSPORT SVCS-PARKS & COMM. SVCS	318.00	
	<i>213969 Total</i>			<i>954.00</i>	
SECTRAN SECURITY, INC Total			Remit to: LOS ANGELES, CA	954.00	954.00
SECURITY LOCK & KEY	<u>7224</u>	<u>08/13/2012</u>	<u>DUPLICATE KEYS - CONF. & REC CTR.</u>	<u>29.95</u>	
	<i>7224 Total</i>			<i>29.95</i>	
SECURITY LOCK & KEY Total			Remit to: YUCAIPA, CA	29.95	254.65
SENAIDA BILLINGS	<u>213773</u>	<u>08/06/2012</u>	<u>REFUND-TRAP DEPOSIT</u>	<u>50.00</u>	
	<i>213773 Total</i>			<i>50.00</i>	
SENAIDA BILLINGS Total			Remit to: ONE TIME VENDOR	50.00	50.00
SHARRETT, SHARON K.	<u>213757</u>	<u>08/06/2012</u>	<u>RETIREE MED AUG '12</u>	<u>165.81</u>	
	<i>213757 Total</i>			<i>165.81</i>	
SHARRETT, SHARON K. Total			Remit to: ONTARIO, CA	165.81	165.81
SHELDON, STUART H.	<u>213758</u>	<u>08/06/2012</u>	<u>RETIREE MED AUG '12</u>	<u>318.73</u>	
	<i>213758 Total</i>			<i>318.73</i>	
SHELDON, STUART H. Total			Remit to: MURRIETA, CA	318.73	318.73
SHELL OIL CO.	<u>213684</u>	<u>08/01/2012</u>	<u>FUEL PURCHASE-M&O TREE CREW</u>	<u>24.01</u>	
	<i>213684 Total</i>			<i>24.01</i>	
	<u>213685</u>	<u>08/01/2012</u>	<u>FUEL PURCHASES-PD SET</u>	<u>175.81</u>	
	<i>213685 Total</i>			<i>175.81</i>	
	<u>213686</u>	<u>08/01/2012</u>	<u>FUEL PURCHASES-PD MOTORCYCLES</u>	<u>2,311.89</u>	
	<i>213686 Total</i>			<i>2,311.89</i>	
	<u>213834</u>	<u>08/13/2012</u>	<u>FUEL PURCHASES-BLDG & SAFETY</u>	<u>30.01</u>	
	<i>213834 Total</i>			<i>30.01</i>	
	<u>213970</u>	<u>08/27/2012</u>	<u>FUEL PURCHASES-PD SET</u>	<u>170.47</u>	
			<u>FUEL PURCHASES-TRAFFIC/PD MOTORCYCLES</u>	<u>1,668.39</u>	
	<i>213970 Total</i>			<i>1,838.86</i>	

-93-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
SHELL OIL CO. Total		Remit to: COLUMBUS, OH		4,380.58	4,380.58
SHERRY D. WOODCRUZ	213883	08/13/2012	REFUND-CITATION OVRPYMNT	163.50	
	<i>213883 Total</i>			<i>163.50</i>	
SHERRY D. WOODCRUZ Total		Remit to: ONE TIME VENDOR		163.50	163.50
SINGER & COFFIN, APC	7186	08/06/2012	LEGAL SERVICES	1,998.00	
	<i>7186 Total</i>			<i>1,998.00</i>	
SINGER & COFFIN, APC Total		Remit to: IRVINE, CA		1,998.00	1,998.00
SITOYA MANSELL	213870	08/13/2012	REFUND-SOCCER CLASS	102.00	
	<i>213870 Total</i>			<i>102.00</i>	
SITOYA MANSELL Total		Remit to: ONE TIME VENDOR		102.00	102.00
SKY PUBLISHING	213759	08/06/2012	SOARING REC GUIDE & CITY NEWSLINK PUBLICATIONS	11,833.50	
	<i>213759 Total</i>			<i>11,833.50</i>	
SKY PUBLISHING Total		Remit to: MORENO VALLEY, CA		11,833.50	12,690.50
SMITH FLOORS & INSTALLATIONS	7292	08/27/2012	FURNISH & INSTALL CARPET-CITY HALL MAIN STAIRWELL	495.00	
	<i>7292 Total</i>			<i>495.00</i>	
SMITH FLOORS & INSTALLATIONS Total		Remit to: RIVERSIDE, CA		495.00	495.00
SMITH, MARIA A.	7187	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7187 Total</i>			<i>318.73</i>	
SMITH, MARIA A. Total		Remit to: MORENO VALLEY, CA		318.73	318.73
SODEN ENTERPRISES, INC. DBA EASY YOGA	213928	08/20/2012	INSTRUCTOR SVCS-YOGA CLASS	51.60	
	<i>213928 Total</i>			<i>51.60</i>	
SODEN ENTERPRISES, INC. DBA EASY YOGA Total		Remit to: MORENO VALLEY, CA		51.60	103.20



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
SOUTHERN CALIFORNIA EDISON 3	213688	08/01/2012	FIELD INVENTORY OF 100 SLIGHT POLES IN MV	10,000.00	
	<i>213688 Total</i>			10,000.00	
SOUTHERN CALIFORNIA EDISON 3 Total			Remit to: ROSEMEAD, CA	10,000.00	10,000.00
SOUTHERN CALIFORNIA GAS CO.	213973	08/27/2012	GAS CHARGES	2,761.88	
	<i>213973 Total</i>			2,761.88	
SOUTHERN CALIFORNIA GAS CO. Total			Remit to: MONTEREY PARK, CA	2,761.88	6,266.38
SPARKLETTS	213689	08/01/2012	WATER SERVICE-COTTONWOOD GOLF COURSE	5.00	
	<i>213689 Total</i>			5.00	
SPARKLETTS Total			Remit to: DALLAS, TX	5.00	78.21
SPECK, GARY B.	7188	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7188 Total</i>			318.73	
SPECK, GARY B. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
SPENCER, MARTHA	7189	08/06/2012	RETIREE MED AUG '12	225.99	
	<i>7189 Total</i>			225.99	
SPENCER, MARTHA Total			Remit to: MORENO VALLEY, CA	225.99	225.99
SPORTS SYSTEMS UNLIMITED CORP	213837	08/13/2012	50% PAYMENT-SOCCER GOALS, DASHER BOARDS, AND HARDWARE	6,114.82	
	<i>213837 Total</i>			6,114.82	
SPORTS SYSTEMS UNLIMITED CORP Total			Remit to: PLYMOUTH, MN	6,114.82	6,114.82
SPRINT	7225	08/13/2012	CELLPHONE SERVICE FOR PD GANG TASK FORCE	65.68	
	<i>7225 Total</i>			65.68	
SPRINT Total			Remit to: KANSAS CITY, MO	65.68	1,422.78
STA STUDENT TRANSPORTATION OF AMERICA	213930	08/20/2012	BUS TRANSPORTATION SVCS-FIELD TRIPS	2,186.00	
	<i>213930 Total</i>			2,186.00	

-95-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
STA STUDENT TRANSPORTATION OF AMERICA Total			Remit to: RIVERSIDE, CA	2,186.00	2,186.00
STAFFORD CRIME SCENE CLEAN UP	213838	08/13/2012	BIOHAZARD CLEANING SVCS FOR PD	1,000.00	
	<i>213838 Total</i>			<i>1,000.00</i>	
STAFFORD CRIME SCENE CLEAN UP Total			Remit to: BEAUMONT, CA	1,000.00	1,000.00
STANLEY CONVERGENT SECURITY SOLUTNS, INC	7113	08/01/2012	SECURITY SYSTEM MONITORING-PARK SNACK BAR	227.16	
			SECURITY SYSTEM MONITORING-PARKS SNACK BARS	365.52	
	<i>7113 Total</i>			<i>592.68</i>	
	7114	08/01/2012	ALARM SYSTEM MAINT./MONITORING SVCS-TS ANNEX	252.00	
			ALARM SYSTEM MONITORING SVCS-ANIMAL SHELTER	249.99	
			ALARM SYSTEM MONITORING SVCS-ANNEX BLDG 1	312.00	
			ALARM SYSTEM MONITORING SVCS-CITY HALL	376.50	
			ALARM SYSTEM MONITORING SVCS-CITY YARD/TRANSP TRAILER	732.00	
			ALARM SYSTEM MONITORING SVCS-CONF & REC CTR	492.00	
			ALARM SYSTEM MONITORING SVCS-EOC	220.00	
			ALARM SYSTEM MONITORING SVCS-ESA ANNEX	105.00	
			ALARM SYSTEM MONITORING SVCS-FACILITIES ANNEX	192.00	
			ALARM SYSTEM MONITORING SVCS-LIBRARY	329.55	
			ALARM SYSTEM MONITORING SVCS-PUB SAFETY BLDG	194.85	
			ALARM SYSTEM MONITORING SVCS-SENIOR CTR	333.03	
			ALARM SYSTEM MONITORING SVCS-TS ANNEX	234.00	
	<i>7114 Total</i>			<i>4,022.92</i>	
	7226	08/13/2012	FORCE OFFICE	104.94	
	<i>7226 Total</i>			<i>104.94</i>	
STANLEY CONVERGENT SECURITY SOLUTNS, INC Total			Remit to: PALATINE, IL	4,720.54	4,830.54
STATE BOARD OF EQUALIZATION 1	7522	08/23/2012	SALES & USE TAX REPORT 7/1-7/31/12	2,313.00	
	<i>7522 Total</i>			<i>2,313.00</i>	
STATE BOARD OF EQUALIZATION 1 Total			Remit to: SACRAMENTO, CA	2,313.00	3,314.00



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
STATE DISBURSEMENT UNIT	7478	08/23/2012	CHILD SUPPORT WITHHOLDING	2,411.87	
	<i>7478 Total</i>			2,411.87	
	7497	08/09/2012	CHILD SUPPORT WITHHOLDING	2,547.48	
	<i>7497 Total</i>			2,547.48	
			CS REMITTANCE-J. COSEY FOR CASE		
	213841	08/13/2012	#200000000199597 & 0711005603-01	132.00	
	<i>213841 Total</i>			132.00	
STATE DISBURSEMENT UNIT Total				5,091.35	10,105.80
Remit to: WEST SACRAMENTO, CA					
STATE OF CALIFORNIA DEPT. OF CONSUMER AF	213842	08/13/2012	PROF LIC RENEWAL-J. KERENYI	250.00	
	<i>213842 Total</i>			250.00	
STATE OF CALIFORNIA DEPT. OF CONSUMER AF Total				250.00	250.00
Remit to: SACRAMENTO, CA					
STATE OF CALIFORNIA DEPT. OF JUSTICE	213931	08/20/2012	FINGERPRINTING SVCS-PD	770.00	
	<i>213931 Total</i>			770.00	
STATE OF CALIFORNIA DEPT. OF JUSTICE Total				770.00	5,312.00
Remit to: SACRAMENTO, CA					
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	213974	08/27/2012	TRANSCRIPTION SERVICES FOR PD	4,279.04	
	<i>213974 Total</i>			4,279.04	
STENO SOLUTIONS TRANSCRIPTION SVCS., IN Total				4,279.04	7,885.44
Remit to: CORONA, CA					
STEPHANIE SANCHEZ	213791	08/06/2012	REFUND-PARK SHELTER RESERVATION ON 6/2/12	80.00	
	<i>213791 Total</i>			80.00	
STEPHANIE SANCHEZ Total				80.00	80.00
Remit to: ONE TIME VENDOR					
STEWART, CLIFFORD	7190	08/06/2012	RETIREE MED AUG '12	271.44	
	<i>7190 Total</i>			271.44	
STEWART, CLIFFORD Total				271.44	271.44
Remit to: GLENDALE, AZ					
STRADLING, YOCCA, CARLSON & RAUTH	213975	08/27/2012	LEGAL SERVICES	2,025.00	
	<i>213975 Total</i>			2,025.00	

-97-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
STRADLING, YOCCA, CARLSON & RAUTH Total			Remit to: NEWPORT BEACH, CA	2,025.00	10,394.00
STRICKLER ASSOCIATION, THE	7191	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7191 Total</i>			<i>318.73</i>	
STRICKLER ASSOCIATION, THE Total			Remit to: SAN BERNARDINO, CA	318.73	2,496.23
TARA VINCENT	214001	08/27/2012	REFUND SPAY/NEUTER DEPOSIT	75.00	
	<i>214001 Total</i>			<i>75.00</i>	
TARA VINCENT Total			Remit to: ONE TIME VENDOR	75.00	75.00
TAX COMPLIANCE SERVICES	213932	08/20/2012	UUT AUDIT & CONSULTING SVCS	5,000.00	
	<i>213932 Total</i>			<i>5,000.00</i>	
TAX COMPLIANCE SERVICES Total			Remit to: THOUSAND OAKS, CA	5,000.00	5,000.00
TEICHERT, RICHARD	213976	08/27/2012	PER DIEM-LCC ANNUAL CONF. & EXPO	177.50	
	<i>213976 Total</i>			<i>177.50</i>	
TEICHERT, RICHARD Total			Remit to: RIVERSIDE, CA	177.50	177.50
TERESA BROWN	213990	08/27/2012	REFUND-RENTAL DEPOSIT-TWNGATE	200.00	
	<i>213990 Total</i>			<i>200.00</i>	
TERESA BROWN Total			Remit to: ONE TIME VENDOR	200.00	200.00
THERMAL-COOL INC.	213762	08/06/2012	EMERG REPAIRS TO AC #2 AT PUB SAFETY BLDG	1,450.77	
	<i>213762 Total</i>			<i>1,450.77</i>	
THERMAL-COOL INC. Total			Remit to: RIVERSIDE, CA	1,450.77	1,665.77
THOMAS, CANDICE	213890	08/20/2012	SPORTS OFFICIATING SVCS	105.00	
	<i>213890 Total</i>			<i>105.00</i>	
THOMAS, CANDICE Total			Remit to: Moreno Valley, CA	105.00	105.00



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
THOMPSON COBURN LLP	7192	08/06/2012	LEGAL SVCS FOR MVU	201.00	
	<i>7192 Total</i>			201.00	
	7294	08/27/2012	LEGAL SVCS FOR MVU	689.32	
	<i>7294 Total</i>			689.32	
THOMPSON COBURN LLP Total			Remit to: WASHINGTON, DC	890.32	890.32
TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING	7227	08/13/2012	ENVIRONMENTAL CONSULTANT SVCS	12,390.00	
	<i>7227 Total</i>			12,390.00	
TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING Total			Remit to: REDLANDS, CA	12,390.00	12,390.00
TKE ENGINEERING INC	213845	08/13/2012	DRACAEA AVE. SIDEWALK IMPROVEMENTS PROJECT SVCS	2,902.50	
	<i>213845 Total</i>			2,902.50	
TKE ENGINEERING INC Total			Remit to: RIVERSIDE, CA	2,902.50	2,902.50
TMAD TAYLOR & GAINES	213846	08/13/2012	EOC FCC GENERATOR/PSB CONVERSION PHASE II PROJECT SVCS	2,940.20	
	<i>213846 Total</i>			2,940.20	
TMAD TAYLOR & GAINES Total			Remit to: PASADENA, CA	2,940.20	8,861.90
TOPS N BARRICADES, INC.	213847	08/13/2012	STOP NOTICE RELEASE FROM RETENTION-ALESSANDRO/INDIAN SIDEWLK PRJ	2,649.47	
	<i>213847 Total</i>			2,649.47	
TOPS N BARRICADES, INC. Total			Remit to: INDIO, CA	2,649.47	2,649.47
TR DESIGN GROUP, INC.	7228	08/13/2012	TRANSPORTATION MGMT CENTER PROJECT SVCS	875.69	
	<i>7228 Total</i>			875.69	
TR DESIGN GROUP, INC. Total			Remit to: RIVERSIDE, CA	875.69	1,102.27
TRACSYSTEMS, INC.	213690	08/01/2012	SOFTWARE PROGRAMMING FOR LIBRARY SIRSI TO POLARIS MIGRATION	300.00	
	<i>213690 Total</i>			300.00	
TRACSYSTEMS, INC. Total			Remit to: ADDISON, TX	300.00	2,195.00

-99-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
TRICHE, TARA	213691	08/01/2012	INSTRUCTOR SVCS-VARIOUS DANCE CLASSES	2,071.20	
	<i>213691 Total</i>			2,071.20	
TRICHE, TARA Total			Remit to: MORENO VALLEY, CA	2,071.20	2,071.20
TRI-CITY LINEN SUPPLY, INC.	7229	08/13/2012	LINEN RENTAL FOR CRC	106.10	
	<i>7229 Total</i>			106.10	
TRI-CITY LINEN SUPPLY, INC. Total			Remit to: RIVERSIDE, CA	106.10	106.10
TRILAR MANAGEMENT GROUP	213770	08/06/2012	PAYMENT OF RENT IN ARREARS-LUIS RIOS/MYERS PARK APARTMENTS	1,850.00	
	<i>213770 Total</i>			1,850.00	
TRILAR MANAGEMENT GROUP Total			Remit to: HEMET, CA	1,850.00	1,850.00
TROPICAL PLAZA NURSERY, INC.	213763	08/06/2012	LANDSCAPE MAINT-ZONE E-2	6,086.12	
	<i>213763 Total</i>			6,086.12	
	213848	08/13/2012	IRRIGATION REPAIRS-ZONE E-2 TREES CUT & BURNT MATERIAL REMOVED DUE TO FIRE - ZONE E-2	430.94 1,475.00	
	<i>213848 Total</i>			1,905.94	
TROPICAL PLAZA NURSERY, INC. Total			Remit to: VILLA PARK, CA	7,992.06	22,742.06
TRUGREEN LANDCARE	7193	08/06/2012	IRRIGATION REPAIRS-ZONE E-4 LANDSCAPE MAINT-ZONE E-16	823.98 2,485.00	
	<i>7193 Total</i>			3,308.98	
TRUGREEN LANDCARE Total			Remit to: RIVERSIDE, CA	3,308.98	27,154.13
TUNTLAND, JAMES	7194	08/06/2012	RETIREE MED AUG '12	271.44	
	<i>7194 Total</i>			271.44	
TUNTLAND, JAMES Total			Remit to: PRESCOTT, AZ	271.44	271.44
TURF STAR, INC.	213933	08/20/2012	PART & LABOR FOR EQUIPMENT AT COTTONWOOD GOLF COURSE PARTS FOR EQUIPMENT AT COTTONWOOD GOLF COURSE	166.28 9.27	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
				<i>213933 Total</i>	175.55
TURF STAR, INC. Total		Remit to: SAN FRANCISCO, CA		175.55	175.55
TW TELECOM	213692	08/01/2012	INTERNET & DATA SVCS	1,549.31	
			TELECOM SVCS-LOCAL/LONG DISTANCE	1,499.06	
				<i>213692 Total</i>	3,048.37
TW TELECOM Total		Remit to: DENVER, CO		3,048.37	6,123.71
U.S. HEALTHWORKS MEDICAL GROUP	213849	08/13/2012	EMPLOYMENT DOT EXAM	65.00	
			PRE-EMPLOYMENT/DOT PHYSICAL	92.00	
				<i>213849 Total</i>	157.00
U.S. HEALTHWORKS MEDICAL GROUP Total		Remit to: LOS ANGELES, CA		157.00	157.00
U.S. POSTAL SERVICE	213977	08/27/2012	PERMIT #153 ANNUAL RENEWAL FEE	190.00	
				<i>213977 Total</i>	190.00
U.S. POSTAL SERVICE Total		Remit to: MORENO VALLEY, CA		190.00	190.00
UNDERGROUND SERVICE ALERT	7230	08/13/2012	DIGALERT TICKETS SUBSCRIPTION SERVICE	373.50	
				<i>7230 Total</i>	373.50
UNDERGROUND SERVICE ALERT Total		Remit to: CORONA, CA		373.50	373.50
UNION BANK OF CALIFORNIA	213850	08/13/2012	INVESTMENT SAFEKEEPING SERVICES	291.67	
				<i>213850 Total</i>	291.67
UNION BANK OF CALIFORNIA Total		Remit to: SAN DIEGO, CA		291.67	291.67
UNITED INSPECTION & TESTING INC	7278	08/20/2012	AUTO MALL STREET IMPROVEMENTS PROJECT SVCS	2,312.00	
				<i>7278 Total</i>	2,312.00
UNITED INSPECTION & TESTING INC Total		Remit to: MORENO VALLEY, CA		2,312.00	8,292.50
UNITED WAY OF INLAND VALLEYS	213851	08/13/2012	U W CONTRIBUTIONS	335.00	
				<i>213851 Total</i>	335.00

-101-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
	213979	08/27/2012	U W CONTRIBUTIONS	335.00	
	<i>213979 Total</i>			335.00	
UNITED WAY OF INLAND VALLEYS Total			Remit to: RIVERSIDE, CA	670.00	1,340.00
USA MOBILITY/ARCH WIRELESS	7231	08/13/2012	PAGER SERVICE	71.20	
	<i>7231 Total</i>			71.20	
USA MOBILITY/ARCH WIRELESS Total			Remit to: SPRINGFIELD, VA	71.20	71.20
VA CONSULTING, INC.	7232	08/13/2012	HEACOCK ST. BRIDGE REPLACEMENT PROJECT	681.28	
	<i>7232 Total</i>			681.28	
VA CONSULTING, INC. Total			Remit to: IRVINE, CA	681.28	828.28
VACATE PEST ELIMINATION COMPANY	7233	08/13/2012	ANNUAL TERMITE INSPECTION-CITY YARD	65.00	
			PEST CONTROL SERVICE-ANIMAL SHELTER	115.00	
			PEST CONTROL SERVICE-ANNEX BLDG #1	55.00	
			PEST CONTROL SERVICE-CITY HALL	75.00	
			PEST CONTROL SERVICE-CONFERENCE & REC CTR.	75.00	
			PEST CONTROL SERVICE-EOC	55.00	
			PEST CONTROL SERVICE-FIRE STATION #2	45.00	
			PEST CONTROL SERVICE-FIRE STATION #48	45.00	
			PEST CONTROL SERVICE-FIRE STATION #58	45.00	
			PEST CONTROL SERVICE-FIRE STATION #6	45.00	
			PEST CONTROL SERVICE-FIRE STATION #65	45.00	
			PEST CONTROL SERVICE-FIRE STATION #91	45.00	
			PEST CONTROL SERVICE-LIBRARY	55.00	
			PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	45.00	
			PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	75.00	
			PEST CONTROL SERVICE-SENIOR CENTER	55.00	
			PEST CONTROL SERVICE-TOWNGATE COMM. CTR	45.00	
			PEST CONTROL SERVICE-TRANSP. TRAILER	45.00	
			PEST CONTROL SERVICE-UTILITY FIELD OFFICE	45.00	
	<i>7233 Total</i>			1,075.00	
	7279	08/20/2012	RODENT CONTROL-AQUEDUCT	100.00	
			RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	80.00	
	<i>7279 Total</i>			180.00	



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
VACATE PEST ELIMINATION COMPANY Total			Remit to: MORENO VALLEY, CA	1,255.00	1,480.00
VAVRINEK, TRINE, DAY & CO., LLP	213852	08/13/2012	CONSULTANT ACCOUNTING SERVICES	5,090.00	
	<i>213852 Total</i>			<i>5,090.00</i>	
VAVRINEK, TRINE, DAY & CO., LLP Total			Remit to: SACRAMENTO, CA	5,090.00	5,090.00
VEHICLE REGISTRATION COLLECTIONS	213853	08/13/2012	GARNISHMENT	160.25	
	<i>213853 Total</i>			<i>160.25</i>	
	213980	08/27/2012	GARNISHMENT	18.75	
	<i>213980 Total</i>			<i>18.75</i>	
VEHICLE REGISTRATION COLLECTIONS Total			Remit to: RANCHO CORDOVA, CA	179.00	179.00
VERIZON	213693	08/01/2012	BACKBONE COMMUNICATION CHARGES	1,773.35	
	<i>213693 Total</i>			<i>1,773.35</i>	
	213934	08/20/2012	BACKBONE COMMUNICATION CHARGES	1,749.12	
	<i>213934 Total</i>			<i>1,749.12</i>	
VERIZON Total			Remit to: TRENTON, NJ	3,522.47	3,522.47
VERIZON CALIFORNIA	213694	08/01/2012	PHONE CHARGES-ERC	620.70	
	<i>213694 Total</i>			<i>620.70</i>	
	213935	08/20/2012	PHONE CHARGES-ERC	630.74	
	<i>213935 Total</i>			<i>630.74</i>	
VERIZON CALIFORNIA Total			Remit to: DALLAS, TX	1,251.44	1,869.78
VERIZON WIRELESS	213854	08/13/2012	CELLULAR SVC FOR PD TICKET WRITERS	168.60	
	<i>213854 Total</i>			<i>168.60</i>	
VERIZON WIRELESS Total			Remit to: DALLAS, TX	168.60	168.60
VIGIL, ERNEST	7195	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7195 Total</i>			<i>318.73</i>	
VIGIL, ERNEST Total			Remit to: MORENO VALLEY, CA	318.73	318.73

-103-

Item No. A.3



City of Moreno Valley
Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
VINCENT, CLARENCE	213764	08/06/2012	RETIREE MED JUL '12, PD AUG '12	318.73	
	<i>213764 Total</i>			318.73	
VINCENT, CLARENCE Total				318.73	318.73
PLAYGROUND CHIPS & SHIPPING FOR VARIOUS CITY					
VIRAMONTES EXPRESS, INC	213936	08/20/2012	PARKS	16,284.00	
	<i>213936 Total</i>			16,284.00	
VIRAMONTES EXPRESS, INC Total				16,284.00	16,284.00
REFUND-RABIES/SPAY DEPOSITS					
VIRGINIA BONILLAS	213774	08/06/2012	REFUND-RABIES/SPAY DEPOSITS	95.00	
	<i>213774 Total</i>			95.00	
VIRGINIA BONILLAS Total				95.00	95.00
EMPLOYEE VISION INSURANCE					
VISION SERVICE PLAN	7235	08/13/2012	EMPLOYEE VISION INSURANCE	3,821.78	
	<i>7235 Total</i>			3,821.78	
VISION SERVICE PLAN Total				3,821.78	7,715.27
TRAFFIC PAINT					
VISTA PAINT CORPORATION	214003	08/29/2012	TRAFFIC PAINT	7,058.90	
	<i>214003 Total</i>			7,058.90	
VISTA PAINT CORPORATION Total				7,058.90	7,058.90
ASPHALTIC MATERIALS					
VULCAN MATERIALS CO, INC.	213937	08/20/2012	ASPHALTIC MATERIALS	547.72	
	<i>213937 Total</i>			547.72	
VULCAN MATERIALS CO, INC. Total				547.72	1,875.89
RETIREE MED JUL '12, PD AUG '12					
WAGGONER JR., GLENN C.	7196	08/06/2012	RETIREE MED JUL '12, PD AUG '12	276.58	
	<i>7196 Total</i>			276.58	
WAGGONER JR., GLENN C. Total				276.58	276.58
RETIREE MED AUG '12					
WAGNER, GARY D.	7197	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7197 Total</i>			318.73	



City of Moreno Valley Payment Register

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
WAGNER, GARY D. Total			Remit to: MORENO VALLEY, CA	318.73	318.73
WAGY, CARYLON	213765	08/06/2012	RETIREE MED JUL '12, PD AUG '12	318.73	
	<i>213765 Total</i>			<i>318.73</i>	
WAGY, CARYLON Total			Remit to: MORENO VALLEY, CA	318.73	318.73
			ANNUAL TRUSTEE FEES 2005 LRB FOR PERIOD 7/7/12-		
WELLS FARGO CORPORATE TRUST	213766	08/06/2012	7/6/13	2,000.00	
	<i>213766 Total</i>			<i>2,000.00</i>	
WELLS FARGO CORPORATE TRUST Total			Remit to: LOS ANGELES, CA	2,000.00	1,241,639.91
WEST COAST ARBORISTS, INC.	7280	08/20/2012	TREE PRUNING SERVICES	3,520.00	
	<i>7280 Total</i>			<i>3,520.00</i>	
WEST COAST ARBORISTS, INC. Total			Remit to: ANAHEIM, CA	3,520.00	3,520.00
WESTERN MUNICIPAL WATER DISTRICT	213695	08/01/2012	WATER CHARGES-MARB BALLFIELDS	2,070.44	
			WATER CHARGES-MFPCC BLDG 938	119.66	
			WATER CHARGES-MFPCC LANDSCAPE	1,810.68	
			WATER CHARGES-SKATE PARK	26.74	
	<i>213695 Total</i>			<i>4,027.52</i>	
WESTERN MUNICIPAL WATER DISTRICT Total			Remit to: RIVERSIDE, CA	4,027.52	4,027.52
WESTRUX INTERNATIONAL, INC.	213938	08/20/2012	PARTS FOR CITY VEHICLE-CHASSIS#1H407166	138.52	
	<i>213938 Total</i>			<i>138.52</i>	
WESTRUX INTERNATIONAL, INC. Total			Remit to: SANTA FE SPRINGS, CA	138.52	138.52
WIBERG, CHRISTOPHER	213767	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>213767 Total</i>			<i>318.73</i>	
WIBERG, CHRISTOPHER Total			Remit to: ANAHEIM, CA	318.73	318.73
WIELIN, RONALD A.	7198	08/06/2012	RETIREE MED AUG '12	318.73	
	<i>7198 Total</i>			<i>318.73</i>	

-105-

Item No. A.3



**City of Moreno Valley
Payment Register**
For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

Vendor Name	Check/EFT No.	Payment Date	Invoice Description	Amount	FYTD
WIELIN, RONALD A. Total			Remit to: BANNING, CA	318.73	318.73
WILLIS, ROBERT H	213769	08/06/2012	SPORTS OFFICIATING SVCS	140.00	
	<i>213769 Total</i>			<i>140.00</i>	
WILLIS, ROBERT H Total			Remit to: PERRIS, CA	140.00	340.00
WURM'S JANITORIAL SERVICES, INC.	7115	08/01/2012	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR	955.70	
			JANITORIAL SVCS-TOWNGATE COMM. CTR	691.38	
	<i>7115 Total</i>			<i>1,647.08</i>	
	7116	08/01/2012	CLEANINGS FOR EVENT RENTALS AT CONFERENCE & REC CTR	1,800.00	
			CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM CTR.	480.00	
			JANITORIAL SVCS-CONFERENCE & REC. CENTER	3,447.93	
	<i>7116 Total</i>			<i>5,727.93</i>	
	7236	08/13/2012	CLEANINGS FOR JULY EVENT RENTALS AT SENIOR CTR	260.00	
			JANITORIAL SVCS-CITY HALL	4,588.23	
			JANITORIAL SVCS-CITY YARD/TRANSP TRAILER	445.30	
			JANITORIAL SVCS-CONFERENCE & REC. CENTER	3,447.93	
			JANITORIAL SVCS-EOC	688.36	
			JANITORIAL SVCS-ESA ANNEX	735.73	
			JANITORIAL SVCS-FACILITIES ANNEX	124.29	
			JANITORIAL SVCS-GANG TASK FORCE OFFICE	112.82	
			JANITORIAL SVCS-LIBRARY	1,771.79	
			JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR	955.70	
			JANITORIAL SVCS-PUB SAFETY BLDG	5,564.25	
			JANITORIAL SVCS-SENIOR CTR	1,916.18	
			JANITORIAL SVCS-TOWNGATE COMM. CTR	691.38	
			JANITORIAL SVCS-TS ANNEX	453.43	
	<i>7236 Total</i>			<i>21,755.39</i>	
WURM'S JANITORIAL SERVICES, INC. Total			Remit to: CORONA, CA	29,130.40	47,446.96
WYNRIGHT CORPORATION	213947	08/20/2012	REFUND-BALANCE OF DEPOSIT ACCOUNT/SKECHERS PROJECT	446.23	
	<i>213947 Total</i>			<i>446.23</i>	
WYNRIGHT CORPORATION Total			Remit to: ONE TIME VENDOR	446.23	446.23



**City of Moreno Valley
Payment Register**

For period 8/1/2012 through 8/31/2012

CHECKS UNDER \$25,000

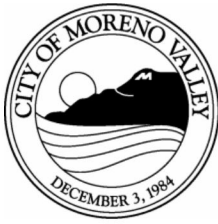
<u>Vendor Name</u>	<u>Check/EFT No.</u>	<u>Payment Date</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>FYTD</u>
YAMASHITA, JULIA J.	7199	08/06/2012	RETIREE MED JUN '12, PD AUG '12	139.90	
	<i>7199 Total</i>			<i>139.90</i>	
YAMASHITA, JULIA J. Total			Remit to: LAGUNA WOODS, CA	139.90	139.90
ZENAIDA BOGARIN	213861	08/13/2012	REFUND-PARK USE	30.00	
	<i>213861 Total</i>			<i>30.00</i>	
ZENAIDA BOGARIN Total			Remit to: ONE TIME VENDOR	30.00	30.00
TOTAL AMOUNTS UNDER \$25,000				990,279.83	2,831,093.91

GRAND TOTAL				11,332,314.67	21,679,316.10
--------------------	--	--	--	----------------------	----------------------

-107-

Item No. A.3

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RF</i>
CITY MANAGER	<i>MFO</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: October 23, 2012

TITLE: EXTENSION OF THE ESTABLISHED SERVICE AUTHORITY FOR THE ABANDONED VEHICLE ABATEMENT PROGRAM

RECOMMENDED ACTION

Staff recommends the City Council:

1. Adopt resolution No. 2012- ____ amending resolution 2002-56 and extending the established service authority for the Abandoned Vehicle Abatement program until May 31, 2024.

BACKGROUND

In 1990, The California State Legislature enacted regulations allowing for the creation of county-based vehicle abatement service authorities to address the proliferation of non-operative vehicles stored on public or private property, pursuant to the provisions of Vehicle Code 22710. Lawmakers also adopted provisions (CVC 9250.7) establishing an annual \$1.00 fee be imposed on vehicles registered in a county where a service authority had been implemented. The fee was enacted in an effort to reduce the fiscal impact to government agencies created by inoperable vehicle investigations.

Vehicle registration fees are collected by the Department of Motor Vehicles and distributed to the corresponding service authority by the State Controller's Office. Fees are then allocated to participating local jurisdictions quarterly based upon the size and population of each entity and the total number of vehicles abated by service authority as a whole.

DISCUSSION

The Riverside County Abandoned Vehicle Abatement Service Authority was initiated in June of 1994. The authority consists of twenty-three local jurisdictions including the County of Riverside, and the Cities of Banning, Beaumont, Blythe, Calimesa, Canyon Lake, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, La Quinta, Lake Elsinore, Murrieta, Norco, Palm Desert, Palm Springs, Perris, Riverside, San Jacinto, Temecula and Moreno Valley.

The City of Moreno Valley has been an active participant in Riverside County's Service Authority since its inception. During this time, the Code & Neighborhood Services Division has performed approximately 15,170 non-operative vehicle investigations and received \$2,740,240 in compensation for our efforts. These revenues have been essential to the Division in supporting staffing levels and by reducing our overall impact on the City's general fund.

The current service authority program is scheduled to sunset on May 31, 2014, however; the members of the authority are each requesting approval from their governing body to extend the program an additional ten years pursuant to Senate Bill 106, enacted on August 13, 2001. This would be the third extension of the authority since its inception in 1994. The original resolution and the two previously approved extension resolutions are included in this report as Attachments 2 through 4.

ALTERNATIVES

1. Adopt resolution allowing for continued participation with the service authority until May 31, 2024. **(Staff recommends this alternative)**
2. The City Council could elect not to adopt the proposed resolution and therefore opt not to participate in the program beyond the current expiration on May 13, 2014. **(Staff does not recommend this alternative)**

FISCAL IMPACT

Failure to adopt Resolution No. 2012-___ will result in the termination of the AVA program. The City would no longer be eligible for reimbursement for the abatement of inoperable vehicle cases which would result in the reduction of approximately \$210,000 in general revenues annually beginning in FY14/15.

CITY COUNCIL GOALS

- Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

- Positive Environment. Create a positive environment for the development of Moreno Valley's future.
- Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs that will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

- Attachment 1: Resolution to extend the Abandoned Vehicle Abatement (AVA) Service Authority Program
- Attachment 2: Resolution No. 2002-56 extending the service authority for a term of ten years
- Attachment 3: Resolution No. 98-22 extending the service authority for a term of five years
- Attachment 4: Resolution No. 93-59 establishing the service authority for the Abandoned Vehicle Abatement Program

Prepared By:
Albert Brady
Code & Neighborhood Services Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

RESOLUTION NO. 2012-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR EXTENSION OF THE ESTABLISHED SERVICE AUTHORITY FOR THE ABANDONED VEHICLE ABATEMENT PROGRAM.

WHEREAS, The Riverside County Abandoned Vehicle Abatement Service Authority was formed on or about June 1, 1994, pursuant to the provisions of California Vehicle Code Section 9250.7 and 22710 enacted by the Legislature in 1990 which authorize the establishment of a service authority and imposition of a service fee on all registered motor vehicles located within a county.

WHEREAS, beginning in June 1994 and continuing to the present, the Riverside County Abandoned Vehicle Abatement Service Authority has been the recipient of service fees collected on its behalf by the California Department of Motor Vehicles; and

WHEREAS, the service fees received by the Riverside County Abandoned Vehicle Abatement Service Authority are used to reimburse local governmental agencies for the portion of their cost incurred as a result of the abatement, removal and disposal as public nuisances of any abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof; and

WHEREAS, the Riverside County Abandoned Vehicle Abatement Service Authority apportions and distributes service fee proceeds to each member agency according to the formula set forth in the California Vehicle Code Section 22710; and

WHEREAS, since the establishment of the Abandoned Vehicle Abatement Program in June 1994 it has dispersed \$9,287,721 in service fee proceeds to agencies and caused the abatement of approximately 68,666 abandoned, wrecked, dismantled or inoperative vehicles located in various cities and the unincorporated area of Riverside County; and

WHEREAS, the service fee collected as part of the Abandoned Vehicle Abatement Program is set to expire on May 31, 2014; and

WHEREAS, the Legislature amended California Vehicle Code Section 9250.7 to allow for an extension of the service fee collected as part of the Abandoned Vehicle Abatement Program in increments of up to 10 years each if the Board of Supervisors for the County by a two-thirds vote, and a majority of the cities comprising a majority of the population of the incorporated areas within the county adopt resolutions providing for the extension of the service fee; and

WHEREAS, it is desirable to the City of Moreno Valley to have the Abandoned Vehicle Abatement Program continue beyond its current termination date of May 2014.

1

Resolution No. 2012-87

Date Adopted: November 13, 2012

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: That the City of Moreno Valley approves the extension of the service fee collected on behalf of the Riverside County Abandoned Vehicle Abatement Service Authority until May 31, 2024.

APPROVED AND ADOPTED this 13th day of November, 2012.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2012-87
Date Adopted: November 13, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-87 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13 day of November, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2012-87
Date Adopted: November 13, 2012

This page intentionally left blank.

RESOLUTION NO. 2002-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR EXTENSION OF THE ESTABLISHED SERVICE AUTHORITY FOR THE ABANDONED VEHICLE ABATEMENT PROGRAM.

WHEREAS, the Riverside County Abandoned Vehicle Abatement Service Authority was formed on or about June 1, 1994, pursuant to the provisions of California Vehicle code Section 9250.7 and 22710 enacted by the Legislature in 1990 which authorize the establishment of a service authority and imposition of a service fee on all registered motor vehicles located within a county.

WHEREAS, beginning in June 1994 and continuing to the present, the Riverside County Abandoned Vehicle Abatement Service Authority has been the recipient of service fees collected on its behalf by the California Department of Motor Vehicles; and

WHEREAS, the service fees received by the Riverside County Abandoned Vehicle Abatement Service Authority are used to reimburse local governmental agencies for a portion of their cost incurred as a result of the abatement, removal and disposal as public nuisances of any abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof; and

WHEREAS, the Riverside County Abandoned Vehicle Abatement Service Authority apportions and distributes service fee proceeds to each member agency according to the formula set forth in California Vehicle Code Section 22710; and

WHEREAS, since the establishment of the Abandoned Vehicle Abatement program in June 1994 it has disbursed \$8,291,295 in service fee proceeds to member agencies and caused the abatement of approximately 60,671 abandoned, wrecked, dismantled, or inoperative vehicles located in various cities and the unincorporated area of Riverside County; and


WHEREAS, the service fee collected as part of the Abandoned vehicle abatement program is set to expire in May 2004; and

WHEREAS, the Legislature recently amended California Vehicle Code Section 9250.7 to allow for an extension of the service fee collected as part of the Abandoned Vehicle Abatement program in increments of up to 10 years each if the board of supervisors for the county, by a two-thirds vote, and a majority of the cities comprising a majority of the population of the incorporated areas within the county adopt resolutions providing for the extension of the service fee; and

WHEREAS, it is desirable to the City of Moreno Valley to have the Abandoned Vehicle Abatement program continue beyond its current termination date of May 2004.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: That the City of Moreno Valley approves the extension of the service fee collected on behalf of the Riverside County Abandoned Vehicle Abatement Service Authority until May 31, 2014.

APPROVED AND ADOPTED this 27th day of August 2002.


Charles R. White, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, ALICE REED, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2002-56 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 27th of August, 2002, by the following vote:

AYES: Councilmembers Batey, Flickinger, West, Stewart and Mayor White
NOES: None
ABSENT: None
ABSTAIN: None

Alice Reed
CITY CLERK

(SEAL)

Resolution No. 2002-56

This page intentionally left blank.

RESOLUTION NO. 98- 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 93-59, ESTABLISHING A SERVICE AUTHORITY FOR ABANDONED VEHICLE ABATEMENT.

WHEREAS, the City Council of the City of Moreno Valley finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose a health and safety hazard and are found to be public nuisances; and

WHEREAS, the City Council finds that an abandoned vehicle abatement program is needed to provide for the proper removal and disposal of abandoned vehicles and to assist law enforcement and code enforcement personnel in the abatement of abandoned vehicles; and

WHEREAS, Sections 9250.7 and 22710 of the California Vehicle Code provide for the establishment of a Service Authority for Abandoned Vehicle Abatement ("AVA") if the board of supervisors of the county and a majority of the cities within the county having a majority of the population adopt resolutions providing for the establishment of the authority, and by the adoption of Resolution 93-59, the City Council of the City of Moreno Valley has previously authorized the establishment of such service authority; and

WHEREAS, Vehicle Code Section 9250.7 provides for the imposition of a service fee of one dollar (\$1.00) on vehicles registered to an owner with an address in the county that established the service authority, and Section 9250.7 has been amended to provide that such fee now remain in effect for a period of ten years from the date the actual collection of the fee commenced; and

WHEREAS, the Riverside County AVA Service Authority has the responsibility for implementing the abandoned vehicle removal program in the Riverside County region;

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AS FOLLOWS:

1. Resolution No. 93-59, as adopted by the City Council on July 13, 1993, is hereby repealed, the repeal to be effective only upon the date of adoption of this Resolution. No action commenced pursuant to the authority granted by Resolution 93-59 shall be invalidated or otherwise affected by the repeal thereof.

2. The City Council hereby requests that the Service Authority for Abandoned Vehicles be established in Riverside County pursuant to the provisions of Vehicle Code Section 22710.

3. The City Council directs that the members of each participating agency shall serve as the Service Authority for Abandoned Vehicles in the County of Riverside.

4. The City Council approves the vehicle abatement program and plan of the AVA Service Authority of the County of Riverside.

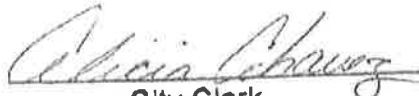
5. The City Council approves the imposition of a one dollar (\$1.00) vehicle registration fee which will remain in effect only for a period of ten (10) years from the date that the actual collection of the fee commenced.

6. This Resolution shall become effective immediately upon the date of its adoption.

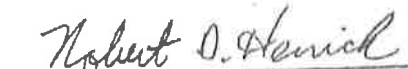
APPROVED AND ADOPTED this 23rd day of June, 19 98.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

\\98resos.ca\avares.98
03/13/98/ar

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, ALICIA CHAVEZ, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 98-22 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of June, 1998, by the following vote:

AYES: Councilmembers Flickinger, West, White and Mayor Batey
NOES: None
ABSENT: Stewart
ABSTAIN: None


CITY CLERK

(SEAL)

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Alicia Chavez, City Clerk of the City of Moreno Valley, California, do hereby certify the attached document to be a true, and correct copy of the original of City of Moreno Valley Resolution No. 98-22 which is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Moreno Valley this 8th day of December, 1998.


Alicia Chavez, City Clerk

(SEAL)

RESOLUTION NO. 93-59

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MORENO VALLEY, CALIFORNIA,
ESTABLISHING SERVICE AUTHORITY FOR
ABANDONED VEHICLE ABATEMENT.

WHEREAS, Sections 9250.7 and 22710 of the California Vehicle Code provide for the establishment of a Service Authority for Abandoned Vehicle Abatement ("AVA") if the Board of Supervisors of the county and a majority of the cities within the county having a majority of the population adopt resolutions providing for the establishment of the authority; and

WHEREAS, the City Council of the City of Moreno Valley finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose a health and safety hazard and are found to be public nuisances; and

WHEREAS, the City Council finds that an abandoned vehicle abatement program is needed to provide for the proper removal and disposal of abandoned vehicles and assist law enforcement and code enforcement personnel in abatement of abandoned vehicles; and

WHEREAS, the Riverside County AVA Service Authority will have responsibility for implementing an abandoned vehicle removal program in Riverside County region;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Moreno Valley, California, hereby requests that a Service Authority for Abandoned Vehicles be established in Riverside County pursuant to the provision of Section 22710 of the California Vehicle Code.

BE IT FURTHER RESOLVED, that the City Council directs that the members of each participating agency shall serve as the Service Authority for Abandoned Vehicles in the County of Riverside.

BE IT FURTHER RESOLVED, that the City Council approves the vehicle abatement program and plan of the AVA Service Authority of the County of Riverside and a one dollar (\$1.00) vehicle registration fee be imposed. The fee imposed by the Service Authority shall remain in effect only for a period of five years from the date that actual collection of the fee commenced.

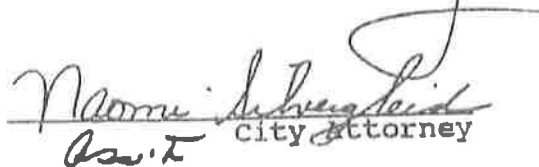
APPROVED AND ADOPTED this 13th day of July,
19 93.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:



City Attorney

mvres266
07/06/93/NS/ar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF MORENO VALLEY)

I, ALICIA CHAVEZ, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 93-59 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of July, 1993, by the following vote:

AYES: Councilmembers Lanning, Lefler, Stewart, and Mayor Crothers
NOES: Councilmember Flickinger
ABSENT: None
ABSTAIN: None



CITY CLERK

(SEAL) 

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ret</i>
CITY MANAGER	<i>MJO</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO ADOPT AN ENERGY AUDIT AND ENERGY EFFICIENCY IMPLEMENTATION PROGRAM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Proposed Resolution No. 2012-88 adopting an Energy Audit and Energy Efficiency Implementation Program.
2. Authorize the City Manager to execute the Professional Services Agreement with Richard Heath and Associates (RHA) for a one-year period plus three one-year option periods in a total amount not to exceed \$160,000.
3. Approve the appropriation of \$40,000 from the Electric Utility Fund's fund balance for the Energy Audit and Energy Efficiency Implementation Program for the first year of the agreement.
4. Authorize the Purchasing Manager to issue a purchase order to RHA in the amount of \$40,000.

BACKGROUND

Assembly Bill 2021 was signed into law in September 2006. The bill requires publicly owned electric utilities to identify all potentially achievable cost-effective energy efficiency savings and establish annual targets for energy efficiency savings and demand reduction over 10 years. Utilities are required to report those targets to the California Energy Commission (CEC) and to annually report expenditures, programs,

cost-effectiveness, and energy savings achieved. Resolution 2007-108 was approved by Council on September 25, 2007 that established cost-effective energy efficiency targets for Moreno Valley Electric Utility (MVU).

DISCUSSION

As part of the ongoing effort to promote energy efficiency and to provide opportunities for customers to reduce their bills through energy efficiency measures, MVU is proposing an Energy Audit and Energy Efficiency Implementation Program. This program will initially target small commercial customers and consist of energy audits and direct installation of items such as energy efficient lighting, programmable thermostats, and weatherization seals. The program will be expanded to include medium-sized business customers and residential customers. The Southern California Public Power Authority (SCPPA) issued a Request for Proposals (RFP) for a Small Business Audit and Energy Efficiency Implementation Program in March 2011. As a result of that RFP, Richard Heath and Associates (RHA) was one of several respondents chosen to implement energy efficiency programs for SCPPA members. MVU staff is proposing to “piggy-back” on SCPPA’s RFP and utilize RHA for MVU’s program.

City procurement of professional services for energy efficiency measures is allowed on a cooperative or “piggyback” award from SCPPA. The City’s Purchasing Ordinance allows for cooperative procurement in 3.12, Section 260, which states:

Where advantageous for the city and to the extent consistent with state law, the city manager may authorize the financial and administrative services director or the purchasing manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as “piggybacking,” without further contracting, solicitation or formal bidding as described in this chapter. (Ord. 844 § 2, 2012)

The Scope of Services includes the following:

- Customer Marketing and Education
- Energy Survey
 - Use of a survey especially designed for small businesses (less than 30 kW)
 - Use of an advanced survey for medium-sized businesses
- Customized Retrofit Recommendations
- Installation of Recommended Retrofits
- Program Reporting

The initial term of the contract is for one year, with the option to extend the contract for up to three additional years.

ALTERNATIVES

1. Approve proposed resolution adopting an Energy Audit and Energy Efficiency Implementation Program. *The adoption of this Energy Efficiency Program will allow the City's utility to work towards meeting established energy efficiency targets and provide customers with the opportunity to save on their electric bills.*
2. Do not approve proposed resolution adopting an Energy Audit and Energy Efficiency Implementation Program. *This would restrict the City's utility in its ability to meet established energy efficiency targets and provide customers with the opportunity to save on their electric bills.*

FISCAL IMPACT

This program will be funded through Public Purpose funds, and is an allowed use per California Public Utilities Code Section 385. For fiscal year 2012-2013, the initial funding for this program is proposed to be set at \$40,000, account 6010-70-80-45511-710144. The contract provides for three additional option years at \$40,000 per year.

Proposed Appropriation:

Cat.	Fund	Account Number	Account Type	Original Budget	Proposed Adjustment	Revised Budget
G/L	Electric Utility	6010-70-80-45511-710144	Expense	\$77,500	40,000	\$117,500

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:

The proposed Energy Audit and Energy Efficiency Implementation Program will help to create a positive environment for energy efficiency within the community.

NOTIFICATION

Posting of the Agenda.

Attachments

- Attachment 1 – Proposed Resolution
- Attachment 2 – Independent Contractor Agreement

Prepared By:
 Jeannette Olko
 Electric Utility Division Manager

Department Head Approval:
 Ahmad R. Ansari, P. E.
 Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY ADOPTING AN ENERGY AUDIT AND ENERGY EFFICIENCY IMPLEMENTATION PROGRAM FOR MORENO VALLEY ELECTRIC UTILITY

WHEREAS, the City of Moreno Valley (the "City") is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, California Public Utilities Code Section 385(a) requires local publicly owned utilities to establish a nonbypassable, usage based charge to fund investments by the utility and other parties in the following: (1) cost-effective demand-side management services; (2) new investment in renewable energy resources and technologies consistent with existing statutes and regulations; (3) research, development and demonstration programs for the public interest to advance science and technology which is not adequately provided by competitive markets; and (4) services provided for low-income electricity customers, including, but not limited to energy efficiency services, education, weatherization, and rate discounts; and

WHEREAS, California Public Utilities Code Section 9615 requires local publicly owned utilities to identify all potentially achievable cost-effective energy efficiency savings and establish annual targets for energy efficiency savings and demand reduction over 10 years; and

WHEREAS, local publicly owned utilities are required to report to the California Energy Commission annually the expenditures, programs, cost-effectiveness, and energy savings achieved through the implementation of various energy efficiency programs; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

The Moreno Valley City Council hereby adopts an Energy Audit and Energy Efficiency Implementation Program for the customers of Moreno Valley Electric Utility, and that this resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of November, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2

Resolution No. 2012-88
Date Adopted: November 13, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-88 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of November, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

3
Resolution No. 2012-88
Date Adopted: November 13, 2012

This page intentionally left blank.

City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the “City”, and the following named independent contractor, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

1. CONTRACTOR INFORMATION:

Contractor’s Name: Richard Heath and Associates, Inc.
 Address: 590 W. Locust Avenue Suite 103
 City: Fresno State: CA Zip: 93650
 Business Phone: (559) 447-7000 Fax No. (559) 447-7099
 Other Contact Number: (626) 435-0217
 Social Security Number:
 Business License Number: _____
 Federal Tax I.D. Number:

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibits “A-1” and “A-2” attached hereto and incorporated herein by this reference.
- B. Payment terms are provided in Exhibits “B-1” and “B-2” attached hereto and incorporated herein by this reference.
- C. The Contractor Starting Date is November 27, 2012 and the Contractor Ending Date is November 27, 2013. Once an agreement is executed, the City may extend the services for up to three additional one year contract time extensions.

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. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the City of 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 reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by 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.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the City, 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:
- 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.
- Worker’s 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 both the Contractor and the City, 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
- 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.
- Insurance requirements waived with Risk Manager’s approval.
- Insurance requirements modified with Risk Manager’s approval and attached hereto as Exhibit “D” and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager 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 City of 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 City of 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 to the Risk Manager new evidence of insurance in the amounts established.

- H. 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.
- I. 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.
- J. (a) The City may terminate this Agreement 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.
- K. 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 Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- L. 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.
- M. 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.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Richard Heath and Associates, Inc.

BY: _____
Financial and Administrative Services Director

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
ATTEST:
_____ City Clerk <i>(only needed if Mayor signs)</i>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds 15,000)</i>
_____ Date

Exhibit A-1

SCOPE OF SERVICES

Small Business Audits and Energy Efficiency Implementation Program (direct installs)

RHA proposes a comprehensive savings program plan incorporating outreach, implementation and administration for small business customers (i.e. <30 kW). This program will offer the following seven components:

1. Customer Marketing and Education

RHA's trained professional Energy Specialists will conduct door-to-door canvassing of small businesses based on customer lists provided by Moreno Valley Utility. The Energy Specialists will market the program and educate small business customers on the benefits of the program. The goal of the Energy Specialist is to secure the small business customer's approval to conduct an energy survey and improve the prospect of participation.

2. Energy Survey

There will be two energy survey options offered by the program:

Standard Small Business Survey

Once approval has been secured, the Energy Specialist will use a RHA-developed survey tool to efficiently conduct a thorough inventory of existing energy measures located at each small business customer's site.

Advanced Survey

RHA will provide Moreno Valley Utility with energy audits that surpass the basic small business energy audit. For example, these audits may involve medium sized businesses that have large amounts of machinery or warehouse space. Although these businesses may not be considered eligible for the small business program, there have been exceptions granted for these customers in the past. RHA has developed and

Advanced Energy Audit Tier to address these customer exceptions and help garner energy savings opportunities for these larger customers.

3. Customized Retrofit Recommendations

Using the survey tool a customized Energy Savings Report containing energy efficiency retrofit recommendations will be created for each business. The report will provide each small business customer with customized options that maximize the utility incentives in the most cost-effective scenarios to create the biggest energy savings and largest water conservation impact to their facility. The report will be prepared in an easy-to-read, non-technical format to ensure the information is understandable and easy for customers to implement. To ensure the proposed retrofits are comprehensive, small business customers will also be provided with the option to purchase recommended retrofits. For more ambitious small business customers RHA offers, at the same pre-negotiated prices, the option to purchase recommendations, which exceed the utility provided allowance; this will assist customers in capturing these additional savings opportunities.

4. Installation of Recommended Retrofits

RHA will manage every aspect of the installation of retrofit measures as approved by the small business owner. RHA will utilize fully trained in-house installation crews or specially selected subcontractors for all installation services to ensure: 1) excellent customer satisfaction; 2) a high quality retrofit; and 3) the most cost-effective delivery of services. Wherever possible, RHA will hire personnel and contractor companies from within the service territory of Moreno Valley Utility.

5. Program Reporting

RHA understands that Moreno Valley Utility is required to manage energy efficiency programs on extremely limited operating budgets. As such, a key component of the RHA Program is timely comprehensive and flexible reporting to optimize the cost-effectiveness and operating efficiencies with the program. RHA will provide detailed reports for each small business site for the six key areas below:

1. Customer Participation Volume Report;
2. Customer Energy Inventory of Measures Report;
3. Report of Budget Allocated to Installations and Customer Use of These Funds;
4. Report of Installed Measures and Total Energy Savings Captured;
5. Customized Energy Savings Report; and
6. Additional Report Details as Requested by the Public Utilities.

Additionally, RHA is prepared to provide ad-hoc reports as requested and/or required per Moreno Valley Utility. The administrative team dedicated to the program will be available to participating utilities for any additional support required for program success. To capture program data efficiently and effectively, RHA has designed a robust database to support the reporting needs of Moreno Valley Utility. The database is supported by RHA's in-house Information Services Department consisting of a team of experienced professional application developers. Systems developed by the IS Department allow for customized application development to meet the needs of each individual program administered by RHA. This team has a broad understanding of database technologies and the power of using data to track, organize, analyze and report on RHA-managed programs.

6. Additional Value-Added Service Options

RHA's past experience working with other municipal utilities' small business customers over the past eight years has given us great insight into how we can build on the success of this program and go beyond the direct install measures to offer customers additional value and the opportunity to capture additional savings opportunities. RHA can provide additional value-added service options to enhance the base programs for Moreno Valley Utility.

- 1. Moreno Valley Utility Program Portal** – RHA can also provide a customized Moreno Valley Utility web portal to provide Business Incentive Information to include, but not be limited to, other energy or utility sponsored programs for renewable energy, demand response, tax credits, gas & water utility programs, etc. A customized program portal

helping provide customers the opportunity to participate in other public programs helps to meet a key program objective.

2. Financing - RHA can provide a customized financing program developed and operational within weeks that provides commercial customers with a flexible and comprehensive commercial financing program for their qualified projects. This program is provided through our partnership with the Electric and Gas Industries Association (EGIA) and provides the following services to Moreno Valley commercial customers:

Leases from \$10,000 to \$2 million or more for up to 5-Years for Upgrades Such As HVAC, Lighting, Boilers, Process Equipment; and up To 7-Year Leases For Solar PV, Solar Thermal and Geothermal Heat Pumps; and;

- Extended Terms Beyond 7 Years For Municipalities and Larger Projects Subject To Credit Approval
- Simple Credit Application and Approval Process
- No Financial Risk Assumed by the Utility or Contractor. All Responsibility For Uncollected Debt Is Assumed By The Financial Service Provider
- Utility Co-Branding Opportunity with Monthly Program Reporting Available

EXHIBIT A – 2**Scope of Services****Residential Audits, Inspections and Direct Installations****A. Cost Assessment**

The proposer shall provide itemized the costs of:

- Outreach to customers.
- Providing energy conservation education to customer verbally and printed.
- Full Residential Energy Assessment
- Develop and manage program database.
- Provide utility with weekly/monthly progress reports
- Overall program management
- Toll-Free information hot-line for those Utility customers participating in the program
- Conducting and Maintaining Q&A surveys for those Utility customers participating in the program
- End of project assessment and analysis with a focus on new program development

The services listed below are included in this pricing and is based on total square footage of each home. (See pricing table on Exhibit B2)

Sq Ft
1,300 and Under
1,301 to 1,650
1,651 to 2,300
2,301 and Up

- Phone and Mail Outreach to Customers
- Field Outreach to Customers
- Provide Customer Education
- Development of customized electronic energy assessment tool, reports and data files
- Full Residential Energy Audit
- Energy Assessment and Report; copies for both the customer and Utility.
- Program management and Administration staff
- Transportation cost

First Tier (See pricing table on Exhibit B2)

- Distribution and installation of simple conservation devices
- CFL's
- Faucet Aerators
- Shower Heads.
- Distribution of preprinted collateral materials regarding other Energy Conservation Programs for the Utility.

Second Tier (See pricing table on Exhibit B2)

Direct installation of next level energy conservation measures for the home.

- Lighting
- Weatherization
- Water
- HVAC

1. Energy Efficiency Financing –RHA can provide a turnkey Financing Program delivered via pre-screened contractors to help residential customers more easily implement additional energy savings opportunities identified in audits but not covered by the program. The Financing Program can be configured to include rebates and low-interest financing to accommodate a range of customer preferences.

In addition to the above-mentioned deliverables, the following services will be built into the program:

Program Start-Up Meeting

RHA's present staffing and experience allows us to hit the ground running with an orderly start-up period of days - not weeks or months.

After receiving notification of a contract award, RHA will immediately meet with the energy savings or public benefits Program Manager to complete final negotiations regarding the contract and to review key program topics. Among the topics of this meeting can be:

- Clarification of contract and program goals
- Program timeline
- Review of reporting requirements
- Determine fiscal/invoicing/reporting procedures
- Discuss customer referral procedures
- Review training schedule
- Review existing marketing materials and suggest materials that may be helpful
- Review program databases and plans for the web based database

Marketing

Based on the customer list provided by the City, RHA will target high-energy use customers who have not yet been served by the program. RHA understands that the Moreno Valley Utility would like to approach the program by ensuring all residents have the opportunity to participate in the program. Based on the ethnic make-up of the City, RHA will ensure that materials and marketing efforts meet the need of the ethnically diverse population and in the appropriate language. RHA's seasoned marketing team will create program specific brochures to help customers see the value of the program, build confidence and understanding in program offerings and ultimately inquire to participate. Additionally, RHA will print giveaway items that can be used to promote the program. Other program marketing includes program T-shirts and staff badges to build client trust with the program.

Program Presentation:

- The Utility will produce and mail a letter informing their customers about the Home Energy Assessment Program and introduce RHA as the selected contractor to manage the project.
- RHA will produce additional letters that will be used if phone contact is not possible.
- RHA will also assist the Utility with the development of other collateral materials to market this program.
- RHA will attempt to reach each customer by phone in order to set appointments for the Energy Assessments.
- RHA will mail letters or post cards informing the customer that RHA has attempted to contact them to set up an appointment.
- RHA will provide the Customers with a Toll-Free phone number to call back and set up appointments or ask questions about the program.
- RHA will provide its field staff company marked shirts and ID badges. These items will clearly inform the customer that RHA is a subcontractor for the Utility. Safety is RHA's number one priority; all staff entering customers' homes will go through a rigorous background check to ensure that customers are safe.

Meetings and Updates

RHA program manager will be available to meet weekly or monthly or as needed to ensure proper management and success of the program. The RHA program manager will provide the Utility with monthly productivity reports and analysis.

Invoicing

RHA's accounting department will submit an invoice for all completed work on a monthly basis. The invoice will include productivity worksheet that will have customer information account number, name, address and phone number. The invoice will also include a running total of the budget, invoiced for the month and remaining balance.

B. Program Timelines:

The proposer shall provide timelines on how many surveys can be completed weekly with a goal of completing as many as 1,000 surveys over the course of two summers.

(Summertime surveys are preferred in order to do a rough evaluation of air conditioning systems which are usually the highest energy using systems in a residence. Some residences with high winter usage because of electric space heating will be identified for winter surveys. The Utility will provide a list of electrically heated dwellings, if any.)

C. Survey, Educational Materials and Data Presentation:

- What information will be obtained for survey and data collection (see desired data list)?
- What format will data be entered in (PDA, laptop, paper forms, Data base, spreadsheets)?

- How will information be collected (customer response, name plate data, thermometers, metering)?
- Can sample materials be provided of printed energy education materials for customers?
- Can ability to produce or provide verbal and printed educational materials for customers be demonstrated?
- How will information regarding the data from audits be presented to the Utility?

Energy Surveys

RHA has developed its own assessment tool designed to capture all pertinent information to perform energy assessments. RHA will use this assessment tool to collect, organize and document all applicable building and equipment data. RHA assessors are equipped with a laptop and the necessary tools to be able to obtain relevant assessment data.

The Energy Assessor will collect general information for each home and will inventory all existing equipment and provide a complete analysis of the customer's energy consumption.

The information collected within the report will include:

- Customer energy usage interview
- Verify building information, such as square footage
- Appliances/equipment name plate data
- Infrared heat gun whenever an AC test is deemed necessary
- All water measures
- A customer's kW demand and kWh usage
- Recommended energy efficiency equipment replacement; and will present total savings calculations utilizing assumptions, projections and baselines, which best represent the true value of future energy savings for the customer's home.

From information collected RHA will create an Energy Savings Report for the homeowner which will also provide the homeowner with low cost and no cost energy saving tips and describe methods by which each individual homeowner can save energy. The assessor will review the results with the homeowner and identify Energy Efficiency Measures (EEM) that could be installed to help them reduce their energy consumption. The assessor will provide the customer with a copy of the report that details the projected energy and cost savings to be obtained with the installation of the recommended measures. RHA will also provide the Utility with a copy of the same Energy Assessment Report. In addition, RHA will provide the Utility Program manager with a weekly productivity report. RHA will also create and maintain an excel-base flat file that will keep track of all the activities deployed and completed for each customer. For an example: Name, address, account number, and contacts: phone, letter, face-to-face, survey pending or completed.

EXHIBIT B**TERMS OF PAYMENT**

1. 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.moval.org/do_biz/biz-license.shtml

2. The Contractor will submit an electronic invoice to the City as provided in this Agreement. Each invoice shall state the basis for the amount invoiced, including services completed, units and costs, and any work performed. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Moreno Valley Electric Utility at mvutility@moval.org or calls directed to (951) 413-3500.

3. 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.moval.org/city_hall/forms.shtml#bf

4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. 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 that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

5. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

Fee Schedule
Small Business Audits and
Energy Efficiency Implementation Program (Direct Installations)

MEASURE CODE	MEASURE DESCRIPTION	PROPOSED MVU CHARGES
TUBE LIGHTING		
LGT362	4ft 4L 32W T8 High Performance w/EB	\$78.00
LGT367	4ft 4L 32W T8 High Performance w/2EB & interactive effects	\$83.00
LGT373	4ft 3L 32W T8 High Performance w/EB	\$73.00
LGT376	4ft 3L 32WT8 High Performance w/2EB & interactive effects	\$91.00
LGT377	4ft 2L w/EB Shop light (New Fixture)	\$101.00
LGT383	4ft 2L 32W T8 High Performance w/EB	\$63.00
LGT381	4ft 2L T8 U6 w/EB	\$63.00
LGT393	4ft 1L 32W T8 High Performance w/EB	\$58.00
LGT401	8ft 4L T8 High Performance w/2EB	\$169.00
LGT403	8ft 2L T8 w/EB (New Fixture)	\$141.33
LGT404	8ft 4L 28-32W w/EB & retro kit	\$95.00
LGT405	8ft 2L T8 w/EB	\$85.00
LGT406	8ft 2L 28-32W w/EB & retro kit	\$105.00
LGT407	8ft 1L T8 w/EB	\$75.00
LGT408	6ft 4L 28-32W w/EB & retro kit	\$105.00
LGT409	6ft 2L 28-32W w/EB & retro kit	\$90.00
LGT415	3ft 4L 25W 2nd gen T8 w/EB (6-ft conversion kit)	\$84.38
LGT410	3ft 2L 25W 2nd gen T8 w/EB	\$65.50
LGT412	3ft 1L 25W 2nd gen T8 w/EB	\$60.00
LGT416	2ft 4L F17 2nd gen T8 w/EB	\$65.00
LGT420	2ft 2L 32T8 U6 w/EB (Banning \$61)	\$75.50
LGT422	2ft 2L F17 2nd gen T8 w/EB	\$65.00
LGT425	2ft 1L F17 2nd gen T8 w/EB	\$52.50
LGT426	4ft tube guard	\$10.00
LGT427	8ft tube guard	\$10.00
LGT618	Delamp: 2 foot lamp	\$24.65
LGT619	Delamp: 3 foot lamp	\$26.35
LGT620	Delamp: 4 foot lamp	\$28.05

LGT621	Delamp: 8 foot lamp	\$29.75
LGT622	Reduced Wattage 4 foot T-12 to T-8 Retrofit (25W, 28W)	\$51.00
LGT623	Reduced Wattage 4 foot Lamp used with Existing Ballast (25W, 28W)	\$16.41
LGT449	20W Circline Replacement to CFL Fixture	
	14W CFL Fixture+Lamp	\$61.30
	15W CFL Fixture+Lamp	\$90.50
LGT450	22W Circline Replacement to CFL Fixture	
	16W CFL Fixture+Lamp	\$90.50
	18W CFL Fixture+Lamp	\$92.50
LGT451	30W Circline Replacement to CFL Fixture	
	23W Fixture+Lamp	\$65.00
	24W Fixture+Lamp	\$71.50
	26W Fixture+Lamp	\$76.98
	30W CFL Fixture	\$91.10
	4ft T8 to Daylight Harvesting Ballast with Sensor	
LGT451-B	2 T8 Ballasts only	\$127.39
LGT452	3 T8 Ballasts only	\$141.37
LGT453	4 T8 Ballasts only	\$141.37
	4ft T12 to Daylight Harvesting Ballast with Sensor	
LGT454	2 T8 Ballasts and Lamp	\$127.39
LGT455	3 T8 Ballasts and Lamp	\$141.37
LGT456	4 T8 Ballasts and Lamp	\$141.37
	4ft F25T8 retrofit with Anti-Striation Ballast	
LGT457	4ft 4 Lamp F25T8 Retrofit	\$78.00
LGT458	4ft 3 Lamp F25T8 Retrofit	\$72.00
LGT459	4ft 2 Lamp F25T8 Retrofit	\$63.00
LGT460	4ft 1 Lamp F25T8 Retrofit	\$55.00
	4ft F28T8 retrofit / Delamping	
LGT461	4ft 3 Lamp F28T8 Retrofit	\$73.00
LGT462	4ft 2 Lamp F28T8 Retrofit	\$64.00
	4ft F28T8 New Fixture / Delamping	
LGT463	4ft 3 Lamp F28T8 Fixture	\$200.20
LGT464	4ft 2 Lamp F28T8 Fixture	\$193.60
LGT465	4ft 1 Lamp T8 HO Fixture	\$187.00
LGT466	4ft 1 Lamp T5 HO Fixture	\$193.60

	4ft F25T8 retrofit / Delamping with Anti-Striation Ballast	
LGT610	4ft 3 Lamp F25T8 Retrofit	\$72.00
LGT611	4ft 2 Lamp F25T8 Retrofit	\$63.00
LGT612	4ft 1 Lamp F25T8 Retrofit	\$55.00
	4ft F25T8 New Fixture/Delamping with Anti-Striation Ballast	
LGT467	4ft 3 Lamp F25T8 Fixture	\$223.89
LGT468	4ft 2 Lamp F25T8 Fixture	\$216.13
LGT469	4ft 1 Lamp T8 HO Fixture	\$330.02
LGT470	4ft 1 Lamp T5 HO Fixture	\$242.00
	8ft T12 retrofit to Two-4ft T8 Tandem	
LGT471	4ft 2 Lamp T8 retrofit	\$138.60
LGT472	4ft 2 Lamp T8 HO Fixture	\$138.60
	HID Replacement to Linear Florescent Fixture	
LGT473	4ft 4 Lamp T8 High Bay Fixture	\$239.00
LGT474	4ft 2 Lamp T5HO High Bay Fixture	\$247.50
LGT475	4ft 6 Lamp T8 High Bay Fixture	\$280.18
LGT476	4ft 4 Lamp T5HO High Bay Fixture	\$300.03
LGT477	4ft 8 Lamp T8 High Bay Fixture	\$367.70
LGT478	4ft 6 Lamp T5HO High Bay Fixture	\$357.40
LGT479	4ft 10 Lamp T8 High Bay Fixture	\$411.83
LGT480	4ft 8 Lamp T5HO High Bay Fixture	\$470.65
	8ft T12 HO Exterior Retrofit to 8ft T8 HO	
LGT481	8ft 1 Lamp T8HO Exterior Retrofit	\$67.50
LGT482	8ft 2 Lamp T8HO Exterior Retrofit	\$87.75
LGT483	8ft 3 Lamp T8HO Exterior Retrofit	\$155.25
LGT484	8ft 4 Lamp T8HO Exterior Retrofit	\$175.50
LGT485	8ft 6 Lamp T8HO Exterior Retrofit	\$263.25
CFL		
LGT428	CFL 5-13W	
	5W Screw-n CFL	\$11.50
	7W Screw-in CFL	\$11.50
	9W Screw-in CFL	\$11.50
	9W Globe CFL	\$11.50
	11W Screw-in CFL	\$11.50
	13W/60W Spiral - Indoor CFL	\$11.50

LGT429	CFL 14-26W	
	14W A-Type Screw-in	\$19.00
	14W Screw-in CFL	\$19.00
	15W Globe	\$19.00
	23W Tear Drop	\$19.00
	20W Screw-in CFL	\$19.00
	25W Screw-in CFL	\$19.00
LGT430	CFL >= 27W	
	27W - 35W Spiral Indoor CFL	\$14.50
LGT432	CFL 11W R20	
	9W R20 Flood Type	\$21.00
	9W R20 Flood Type	\$21.00
	11W R20 Flood Type R20 2700K	\$21.00
	11W R20 Flood Type R20 4000K	\$21.00
LGT433	CFL 15W R30	
	CFL Indoor Flood, 14 W R20	\$21.00
	CFL Indoor Flood, 15 W R30 2700K	\$21.00
	CFL Indoor Flood, 15 W R30 3200K	\$21.00
	CFL Indoor Flood, 15 W R30 4000K	\$21.00
	CFL Indoor Flood, 15 W R30 6400K	\$21.00
LGT434	CFL 20W R40	
	19 W Screw-in Par 38 CFL	\$21.00
	20 W Screw-in Par 38 CFL	\$21.00
	CFL Indoor Flood, 20 W R40 2700K	\$21.00
	CFL Indoor Flood, 20 W R30 3200K	\$21.00
LGT435	CFL 25W R40	
	CFL Indoor Flood, 25 W R30 2700K	\$21.00
	CFL Indoor Flood, 25 W R30 3200K	\$21.00
	CFL Indoor Flood, 25 W R30 4000K	\$21.00
	CFL Indoor Flood, 25 W R30 6400K	\$21.00
LGT436	CFL 27W Wall Fixture	\$65.50
LGT437	CFL 65W Floodlight Fixture	\$79.09
	CFL Wall Fixture	\$94.50
LGT438	CFL 65W Yard light Fixture	\$77.00
	PAR16 / MR16 incandescent to LED 2-6 W PAR16 / MR16	
LGT539	2W PAR16	\$61.02

LGT540	3W PAR16	\$66.42
LGT541	4W PAR16	\$70.02
LGT542	6W PAR16	\$90.36
	PAR20 Incandescent to LED 3-9W PAR20	
LGT543	3W PAR20	\$68.22
LGT544	4W PAR20	\$72.36
LGT545	6W PAR20	\$76.23
LGT546	8W PAR20	\$59.11
	PAR30 Incandescent to LED 7-19W PAR30	
LGT547	7W PAR30	\$98.91
LGT548	10W PAR30	\$97.67
LGT549	11W PAR30	\$117.15
LGT550	13W PAR30	\$117.15
LGT551	14W PAR30	\$120.53
LGT552	15W PAR30	\$120.53
LGT553	19W PAR30	\$127.84
	PAR38 Incandescent to LED 16-23W PAR38	
LGT554	16W PAR38	\$115.31
LGT555	20W PAR38	\$139.23
LGT556	23W PAR38	\$141.87
	PAR56 Incandescent to LED 35W PAR56	
LGT557	35W PAR56	\$152.92
	PAR16 / MR16 Incandescent to CFL 9-11 W PAR16	
LGT558	9W PAR16	\$18.90
LGT559	11W PAR16	\$18.90
	PAR20 Incandescent to CFL 9-14W PAR20	
LGT560	9W PAR20	\$16.00
LGT561	11W PAR20	\$17.00
LGT562	14W PAR20	\$18.00
	PAR30 Incandescent to CFL 15-19W PAR30	
LGT563	15W PAR30	\$18.00
LGT564	19W PAR30	\$18.00
	PAR38 CFL 19-23W PAR38	
LGT565	19W PAR38	\$17.25
LGT566	20W PAR38	\$18.77
LGT567	23W PAR38	\$19.58

	PAR16 / MR16 Incandescent to CMH PAR16	
LGT568	20W PAR16	\$109.80
	PAR20 Incandescent to CMH PAR20	
LGT569	20W PAR20	\$109.80
LGT570	39W PAR20	\$113.90
	PAR30 Incandescent to CMH PAR30	
LGT571	20W PAR30	\$82.35
LGT572	35W PAR30	\$85.43
LGT573	70W PAR30	\$107.93
	HID Fixture Replacement to CFL	
LGT574	27W CFL Spiral 2700K 120V Retrofit	\$54.00
LGT575	45W CFL Spiral 3200K 120V Retrofit	\$81.16
LGT576	45W CFL Spiral 5500K 120V Retrofit	\$81.16
LGT577	55W CFL Spiral 3200K 120V Retrofit	\$86.40
LGT578	55W CFL Spiral 5500K 120V Retrofit	\$86.40
LGT579	60W CFL Spiral 5500K 120V Retrofit	\$89.72
LGT580	65W CFL Spiral 3200K 120V Retrofit	\$95.12
LGT581	65W CFL Spiral 5500K 120V Retrofit	\$95.12
LGT582	85W CFL Spiral 5500K 120V/277V Retrofit	\$97.79
LGT583	85W CFL Spiral 6500K 120V/277V Retrofit	\$97.79
LGT584	100W CFL Spiral 5500K 120V/277V Retrofit	\$98.44
LGT585	100W CFL Spiral 6500K 120V/277V Retrofit	\$98.44
LGT586	120W CFL Spiral 6500K 120V/277V Retrofit	\$121.50
LGT587	150W CFL Spiral 6500K 120V/277V Retrofit	\$138.94
LGT588	200W CFL Spiral 6500K 120V/277V Retrofit	\$165.00
	HID Wall pack Replacement to CFL Wall pack	
LGT589	84W CFL Wall pack Fixture	\$300.00
LGT590	42W CFL Wall pack Fixture	\$264.00
LGT591	100W CFL Wall pack Fixture	\$336.00
LGT592	120W CFL Wall pack Fixture	\$360.00
LGT593	125W CFL Wall pack Fixture	\$372.00
LGT594	150W CFL Wall pack Fixture	\$372.00
LGT595	200W CFL Wall pack Fixture	\$600.00
	Chandelier Incandescent replacement to CFL Chandelier	
LGT596	2W CFL Tear Drop Candelabra	\$17.28
LGT597	14W CFL Tear Drop Candelabra	\$18.77

LGT598	5W CFL Flame Tip Bulb	\$19.58
LGT612	1-13 W Hardwired Compact Fluorescent Fixture	\$39.92
LGT613	14-26 W Hardwired Fluorescent Fixture	\$41.62
LGT614	27-65 W Hardwired Fluorescent Fixture	\$85.85
LGT615	66-90 W Hardwired Fluorescent Fixture	\$97.75
LGT616	>90 W Hardwired Fluorescent Fixture	\$153.85
LGT617	Cold Cathode CFL (1-15W)	\$20.40
LED LIGHTING		
	4ft LED Retrofit	
LGT486	4ft 4L LED Retrofit 76W	\$440.00
LGT487	4ft 3L LED Retrofit 57W	\$330.00
LGT488	4ft 2L LED Retrofit 38W	\$220.00
LGT489	4ft 1L LED Retrofit 19W	\$110.00
	4ft LED Retrofit / Delamping	
LGT490	4ft 3L LED Retrofit 57W	\$330.00
LGT491	4ft 2L LED Retrofit 38W	\$220.00
LGT492	4ft 1L LED Retrofit 38W	\$110.00
	4ft LED New Fixture / Delamping	
LGT493	4ft 3L LED Fixture 57W	\$352.50
LGT494	4ft 2L LED Fixture 38W	\$322.50
LGT495	4ft 1L LED Fixture 38W	\$187.50
	Chandelier Incandescent replacement to LED Chandelier	
LGT496	3W LED Tear Drop Dimmable Candelabra	\$82.50
LGT497	3W LED Flame Tip Dimmable Candelabra	\$82.50
	Incandescent Replacement to LED	
LGT498	7W A-type LED	\$60.99
LGT499	8W A-type LED	\$69.53
LGT500	9W A-type LED	\$107.06
LGT501	10W A-type LED	\$107.06
LGT502	11W A-type LED	\$114.08
LGT503	12W A-type LED	\$118.67
LGT504	7W Globe-Type LED	\$60.99
LGT505	8W Globe-Type LED	\$64.67
LGT506	9W Globe-Type LED	\$68.18
LGT507	10W Globe-Type LED	\$68.18
LGT508	11W Globe-Type LED	\$59.40

LGT509	12W Globe-Type LED	\$59.40
	HID Replacement to LED	
LGT510	30W LED Canopy Retrofit Outdoor	\$536.47
LGT511	40W LED Canopy Retrofit Outdoor	\$659.41
LGT512	50W LED Module (High bay/Outdoor)	\$665.00
LGT513	60W LED Module (High bay/Outdoor)	\$788.50
LGT514	80W LED Canopy Retrofit Outdoor	\$803.70
LGT515	90W LED Module (High bay/Outdoor)	\$1,045.00
HID LIGHTING		
	HID Fixture Replacement to PSMH	
LGT516	150W Pulse Start Metal Halide (PSMH) Fixture	\$223.44
LGT517	250W Pulse Start Metal Halide (PSMH) Fixture	\$223.44
LGT518	400W Pulse Start Metal Halide (PSMH) Fixture	\$223.44
LGT519	320W Pulse Start Metal Halide (PSMH) Fixture	\$223.44
LGT520	750W Pulse Start Metal Halide (PSMH) Fixture	\$482.40
	HID Retrofit to Induction	
LGT521	70W Induction Lamp Retrofit	\$376.48
LGT522	80W Induction Lamp Retrofit	\$411.76
LGT523	100W Induction Lamp Retrofit	\$435.30
LGT524	120W Induction Lamp Retrofit	\$461.24
LGT525	150W Induction Lamp Retrofit	\$494.18
LGT526	200W Induction Lamp Retrofit	\$564.78
LGT527	250W Induction Lamp Retrofit	\$682.44
LGT528	300W Induction Lamp Retrofit	\$823.62
LGT529	400W Induction Lamp Retrofit	\$1,106.02
	HID Fixture Replacement to Induction	
LGT530	70W Induction Lamp Fixture	\$656.55
LGT531	80W Induction Lamp Fixture	\$677.72
LGT532	100W Induction Lamp Fixture	\$717.97
LGT533	120W Induction Lamp Fixture	\$751.86
LGT534	150W Induction Lamp Fixture	\$792.09
LGT535	200W Induction Lamp Fixture	\$900.11
LGT536	250W Induction Lamp Fixture	\$953.05
LGT537	300W Induction Lamp Fixture	\$1,069.54
LGT538	400W Induction Lamp Fixture	\$1,376.64
LGT624	Existing 400-watt Metal Halide to 4-Lamp High Bay	\$261.38

LGT625	Existing 1,000-watt MH to 4-Lamp HB	\$261.38
LGT626	Permanent 400-watt MH Lamp Removal	\$90.10
EXIT SIGNS		
LGT439	Exit Sign 5 watts or less w/battery back-up	
	Red Replacement Battery Back-up	\$122.50
	Green Replacement Battery Back-up	\$122.50
LGT440	Exit Sign 5 watts or less without back-up	
	Red Replacement Battery Replacement	\$78.25
	Green Replacement Battery Replacement	\$78.25
LGT500d	LED Open signs replaces Neon	\$167.88
LGT500	Photo luminescent Exit Sign 0.3 watts	
	Green or Red Photo luminescent Exit Sign (Single sided)	\$216.00
	Green or Red Photo luminescent Exit Sign (Double sided)	\$434.70
WINDOW FILM		
HVACS202	Reflectivity Window Film	
	Low Reflectivity Window Film	\$11.00 psf
	Medium Reflectivity Window Film	\$11.00 psf
	High Reflectivity Window Film	\$11.00 psf
HVAC		
HVACS203	HVAC Tune-Up Basic Diagnostic \leq 5 Ton Unit	\$210.00
HVACS205	HVAC Tune-Up Basic Diagnostic \geq 5 Ton Unit	\$210.00
HVACS206	HVAC Tune-Up Basic Diagnostic \geq 10 Ton Unit	\$230.00
HVACS222	HVAC Tune-Up Comprehensive Diagnostic \leq 10 Ton Unit	\$530.00
HVACS208	Duct Sealing, Non-Residential CZ 15 (per Ton)	\$348.50
HVACS209	Ceiling Fan with Thermostatic Control 30" to 36" (tied to the HVAC System)	\$2,160.00
HVACS210	Ceiling Fan with Thermostatic Control 42" to 44" (tied to the HVAC System)	\$2,300.00
HVACS211	Ceiling Fan with Thermostatic Control 52" to 56" (tied to the HVAC System)	\$2,645.00
HVACS217	Refrigerant, Non-Residential CZ 15 (per Ton)	\$161.50
HVACS220	Dirty Condenser Coil Cleaning	\$85.00
T-STATS		
HVACS207	7 Day Programmable Thermostat	\$150.00

	5 Day Programmable Thermostat	\$100.00
	Dual Thermostat	\$150.00
HVACS208	All in One Thermostat	\$150.00
HVACS209	Reprogramming/Education Existing Programmable Thermostats	\$50.00
HVACS210	Thermostat Lock Box	\$55.73
REFRIGERATION		
APPLS008	Refrigeration Curtains Med. Per Linear ft.	\$216.00
APPLS009	Refrigeration Tune-up	
APPLS009	Walk-In Cooler	\$180.00
APPLS009	Walk-In Freezer	\$180.00
APPLS009	Under Counter & Self Contained	\$180.00
APPLS009	Split Systems w/Multiple Coils	\$180.00
APPLS010	Refrigerator Main Cooler Door Gaskets Med. Temp. Per Linear ft.	\$13.50
APPLS011	Freezer Main Cooler Door Gaskets Low Temp. Per Linear ft.	\$16.00
APPLS012	Door Closer	\$234.63
APPLS013	Heavy duty UV Refrigeration Pipe-Insulation	\$10.00
APPLS21	Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Freezer	\$626.88
APPLS22	Anti-Sweat Heat (ASH) Controls (or Humidistat Controls) Cooler	\$584.38
APPLS23	Replace Standard Fan Motors with Electronically Commutated Motors (ECM)	\$250.75
APPLS24	Install Fan Controllers	\$286.40
	Refrigeration T8 Retrofit	
APPLS014	4ft 1L F32 T8 (Low Temp)	\$65.00
APPLS015	4ft 1L F40 T8 (Low Temp)	\$65.00
APPLS016	6ft 1L F70 T8 (Low Temp)	\$80.50
APPLS017	8ft 1L F96 T8 (Low Temp)	\$87.40
	Refrigeration LED Retrofit	
APPLS018	4ft 1L LED (Low Temp)	\$137.50
APPLS019	6ft 1L LED (Low Temp)	\$137.50
APPLS020	4ft 2L LED (Low Temp)	\$275.00
SENSORS/TIMERS		
LGT445	Wall sensor	\$100.00
LGT447	Lighting timers	
	Manuel Lighting Timer	\$100.00

	Electronic Lighting Timer	\$100.00
	Time Clock	\$100.00
LGT448	Lighting dimmers sliding	
	Toggle Switch (Single)	\$100.00
	Toggle Switch w/ Cover (Single)	\$100.00
APPLS016	Appliance Timer 120V 10A	\$95.00
LGT599	Photo Cell Sensor	\$83.70
LGT600	Ceiling Mount Sensor	\$186.30
LGT601	4ft 6 lamp High Bay Multi-Level Lighting Control	\$324.00
LGT602	4ft 4 lamp High Bay Multi-Level Lighting Control	\$216.00
LGT603	HB3x0-Lx High Bay Line Voltage Passive Infrared Occupancy Sensor	\$199.80
VDM01	Vending Miser Unit and Installation	\$290.00
VDM02	Plug Miser Unit and Installation	\$160.00
VDM03	Cooler Miser Unit and Installation	\$290.00
VDM04	Snack Miser Unit and Installation	\$290.00
VDM05	VendingMiser/PlugMiser/CoolerMiser Installation Only	\$70.00
VDM06	Trickle Star Device	\$62.10
WEATHERIZATION		
WTHRS005	Seal Doors - Mohair per Door linear ft	\$10.77
WTHRS007	Door Sweeps per Door	\$69.00
WTHRS008	Caulking (Per Tube)	\$11.25
WTHRS009	Expandable Foam	\$26.73
WTHRS006	Seal Windows - Silicon per Window (Per Tube)	\$25.00
WTHRS010	External Water Heater Insulation (=> 50 Gal Tank) and piping insulation (up to 20ft)	\$560.00
WATER CONSERVATION		
WHS15	Low Flow Showerhead	\$35.00
WHS16	Standard Faucet Aerators	\$11.00
WHS66	Non-Standard Faucet Aerators	\$35.94
WHS17	Repair Toilet Flapper	\$16.00
WHS24	Standard Pre-Rinse Spray Valve	\$78.00
	Non-Standard Pre-Rinse Spray Valve	\$150.00
WHS13	Dual Flush Flushometer, Retrofit - Pipe Only	\$155.00
WHS14	Flow Meter Bag	\$30.00
WHS19	Lavatory Faucet	\$84.59

WHS19	Single Handle	\$116.88
WHS30	Double Handle	\$84.59
WHS31	Electronic Faucet	\$446.76
WHS32	Basin Faucets	\$167.24
WHS33	Metering Faucets Single Handle	\$159.66
WHS34	Metering Faucets Double Handle	\$317.26
WHS20	Kitchen Faucets Regular	\$85.00
WHS35	Kitchen Faucets Single Handle ADA	\$202.50
WHS36	Kitchen Faucets Wall Mount	\$165.86
WHS37	Laundry Faucet	\$110.43
WHS38	Bar Faucet	\$92.31
WHS39	Non-Standard Kitchen Faucet	\$165.00
WHS40	Non-Standard Lavatory Faucet	\$128.57
WHS41	Non-Standard Metering Faucet	\$348.99
WHS42	Non-Standard Basin Faucet	\$183.96
WHS43	Non-Standard Bar Faucet	\$101.54
WHS44	Non-Standard Laundry Faucet	\$121.47
WHS21	Pipe Insulation per sq. ft	\$10.00
WHS25	Water Broom	\$100.00
WHS11	High Efficiency Toilet Round 1.28 GPF	\$450.00
WHS26	High Efficiency Toilet Elongated 1.28 GPF	\$500.00
WHS45	High Efficiency Toilet - Right Handed Elongated	\$550.00
WHS18	Repair Pipe Leaks	\$50.00
WHS22	High Efficiency Urinal	\$900.00
WHS23	Zero Water Use Urinal	\$900.00
	Urinal Flush meter	
WHS46	1.5 GPF Flush meter	\$272.50
WHS47	1.0 GPF Flush meter	\$272.50
WHS48	0.5 GPF Flush meter	\$362.50
WHS49	1.28 GPF Electronic Flush meter	\$897.50
WHS50	1.0 GPF Electronic Flush meter	\$897.50
WHS51	0.5 GPF Electronic Flush meter	\$747.50
WHS52	1.6 GPF Electronic Flush meter	\$887.50
WHS53	1.1 to 1.6 GPF Uppercut Dual Flush Flush meter (Sloan)	\$910.00
WHS54	1.1 to 1.6 GPF Uppercut Dual Flush Flush meter (Sloan) Retrofit	\$397.50

	New Technology High Efficiency Toilets	
WHS55	Toilet Pressure Assisted (1.1 GPF) Elongated Bowl	\$800.00
WHS56	Dual Flush Toilets (0.8 partial to 1.28 Full GPF) Round	\$534.60
WHS57	Dual Flush Toilets (0.8 partial to 1.28 Full GPF) Elongated	\$720.90
WHS58	Niagara Vacuum Assisted (0.8 GPF) Round	\$548.10
WHS59	Niagara Vacuum Assisted (0.8 GPF) Elongated	\$604.80
WHS60	Flapper less Toilet (1.28 GPF) Round	\$545.00
WHS61	Flapper less Toilet (1.28 GPF) Elongated	\$590.00
WHS62	Non-Standard Efficiency Toilet (1.28)	\$720.00
	High Efficiency Hand Held Shower Head	
WHS63	2.5 GPM Shower Head	\$17.79
WHS64	1.6 GPM Shower Head	\$23.19
WHS65	2.0 GPM Shower Head	\$23.19
CONTROLS		
CTRLS01	Demand Side Electrical System Control and Monitoring	\$4,200.00
MOTORS		
EM01	Motors 1.5 HP NEMA Premium Eff.	\$594.00
EM02	Motors 2 HP NEMA Premium Eff.	\$616.00
EM03	Motors 3 HP NEMA Premium Eff.	\$858.00
EM04	Motors 1.5 HP NEMA Premium Eff. totally enclosed	\$1,188.00
EM05	Motors 2 HP NEMA Premium Eff. totally enclosed	\$1,232.00
EM06	Motors 3 HP NEMA Premium Eff. totally enclosed	\$1,716.00
EM07	Variable-Speed Water Pump <= 5 HP	\$1,980.00
AC/APPLIANCE REPLACEMENT		
ACS22	Room AC Replacement 5,000 - 5,999 BTU per Unit	\$375.00
ACS23	Room AC Replacement 6,000 - 6,999 BTU per Unit	\$594.00
ACS24	Room AC Replacement 7,000 - 7,999 BTU per Unit	\$850.00
ACS12	Room AC Replacement 8,000 - 8,999 BTU per Unit	\$897.00
ACS25	Room AC Replacement 9,000 - 9,999 BTU per Unit	\$915.00
ACS26	Room AC Replacement 10,000 - 10,999 BTU per Unit	\$945.00
ACS27	Room AC Replacement 11,000 - 11,999 BTU per Unit	\$1,050.00
ACS13	Room AC Replacement 12,000 - 12,999 BTU per Unit	\$1,073.00
ACS17	Room AC Replacement 13,000 - 13,999 BTU per Unit	\$1,158.00
ACS18	Room AC Replacement 14,000 - 14,999 BTU per Unit	\$1,220.00
ACS19	Room AC Replacement 15,000 - 15,999 BTU per Unit	\$1,230.00

ACS20	Room AC Replacement 16,000 - 16,999 BTU per Unit	\$1,230.00
ACS21	Room AC Replacement 17,000 - 17,999 BTU per Unit	\$1,230.00
ACS14	Room AC Replacement 18,000 - 23,999 BTU per Unit	\$1,230.00
ACS15	Room AC Replacement 24,000 BTU per Unit	\$1,230.00
ACS16	Power Cord	\$33.72
ACS17	Pig Tails	\$28.32
	Heat Pump Units (HP)	
ACS28	Room HP Replacement 5,000 - 5,999 BTU per Unit	\$431.25
ACS29	Room HP Replacement 6,000 - 6,999 BTU per Unit	\$683.10
ACS30	Room HP Replacement 7,000 - 7,999 BTU per Unit	\$908.27
ACS31	Room HP Replacement 8,000 - 8,999 BTU per Unit	\$963.70
ACS32	Room HP Replacement 9,000 - 9,999 BTU per Unit	\$1,012.00
ACS33	Room HP Replacement 10,000 - 10,999 BTU per Unit	\$1,105.00
ACS34	Room HP Replacement 11,000 - 11,999 BTU per Unit	\$1,105.00
ACS35	Room HP Replacement 12,000 - 12,999 BTU per Unit	\$1,120.00
ACS36	Room HP Replacement 13,000 - 13,999 BTU per Unit	\$1,230.00
ACS37	Room HP Replacement 14,000 - 14,999 BTU per Unit	\$1,230.00
ACS38	Room HP Replacement 15,000 - 15,999 BTU per Unit	\$1,250.00
ACS39	Room HP Replacement 16,000 - 16,999 BTU per Unit	\$1,250.00
ACS40	Room HP Replacement 17,000 - 17,999 BTU per Unit	\$1,250.00
ACS41	Room HP Replacement 18,000 - 23,999 BTU per Unit	\$1,270.00
ACS42	Room HP Replacement 24,000 BTU per Unit	\$1,270.00
ACS43	AC/HP Drain Pan	\$60.96
ACS44	AC/HP Adapter Plug	\$13.36
WHS66	Pressure Assist Replacement tank	\$351.00
MISCELLANEOUS		
LABORS06	High Ceiling charge per fixture	\$3.50
LABORS07	Scissor Lift per day	\$280.00
ADDITIONAL SERVICES (CONSULTING)		
LABOR04	RHA Labor (hourly)	\$50.00
LABOR05	Small Business Energy Audit & Report less than 30kW	\$200.00
LABOR06	Advanced Energy Audit & Report	\$500.00
LABOR07	Measurements and Verification (Metering hourly rate)	\$110.00
LABOR08	IT Consulting Services (hourly)	\$90.00
LABOR09	Design and Consulting (hourly)	\$110.00

LABOR10	Engineering (PE Engineer) services (hourly)	\$110.00
----------------	---------------------------------------------	----------

**Exhibit B-3
Fee Schedule
Residential Audits, Inspections and Direct Installations**

MEASURE CODE	MEASURE DESCRIPTION	PROPOSED MVU CHARGES
STANDARD RESIDENTIAL WHOLE HOUSE ENERGY AUDIT		
ADT01	Audit for 1,300 square ft. and under	\$150.00
ADT02	Audit for 1,301 to 1,600 square ft.	\$195.00
ADT03	Audit for 1,651 to 2,300 square ft.	\$240.00
ADT04	Audit for 2,301 and up sqf.	\$300.00
CFL LIGHTING		
LGT428	CFL 5-13W	
	5W Screw-n CFL	\$11.50
	7W Screw-in CFL	\$11.50
	9W Screw-in CFL	\$11.50
	9W Globe CFL	\$11.50
	11W Screw-in CFL	\$11.50
	13W/60W Spiral - Indoor CFL	\$11.50
LGT429	CFL 14-26W	
	14W A-Type Screw-in	\$19.00
	14W Screw-in CFL	\$19.00
	15W Globe	\$19.00
	23W Tear Drop	\$19.00
	20W Screw-in CFL	\$19.00
	25W Screw-in CFL	\$19.00
LGT430	CFL >= 27W	
	27W - 35W Spiral Indoor CFL	\$14.50
	19 W Screw-in Par 38 CFL	\$21.00
	20 W Screw-in Par 38 CFL	\$21.00
	CFL Indoor Flood, 20 W R40 2700K	\$21.00
	CFL Indoor Flood, 20 W R30 3200K	\$21.00
LGT435	CFL 25W R40	
	CFL Indoor Flood, 25 W R30 2700K	\$21.00

	CFL Indoor Flood, 25 W R30 3200K	\$21.00
	CFL Indoor Flood, 25 W R30 4000K	\$21.00
	CFL Indoor Flood, 25 W R30 6400K	\$21.00
LGT436	CFL 27W Wall Fixture	\$65.50
LGT437	CFL 65W Floodlight Fixture	\$79.09
	CFL Wall Fixture	\$94.50
LGT438	CFL 65W Yard light Fixture	\$77.00
STANDARD LGT 4FT LAMPS		
LGT393	4ft 1L 32W T8 High Performance w/EB	\$58.00
LGT377	4ft 2L w/EB Shop light (New Fixture)	\$101.00
LGT383	4ft 2L 32W T8 High Performance w/EB	\$63.00
LGT381	4ft 2L T8 U6 w/EB	\$63.00
LGT373	4ft 3L 32W T8 High Performance w/EB	\$73.00
LGT376	4ft 3L 32WT8 High Performance w/2EB &	\$91.00
LGT362	4ft 4L 32W T8 High Performance w/EB	\$78.00
LGT367	4ft 4L 32W T8 High Performance w/2EB &	\$83.00
LGT447	Lighting timers and Sensors	
	Manuel Lighting Timer	\$100.00
	Electronic Lighting Timer	\$100.00
VDM06	Trickle Star Device	\$62.10
LGT445	Wall sensor	\$100.00
WATER CONSERVATION		
WHS15	Low Flow Showerhead	\$35.00
WHS16	Standard Faucet Aerators	\$11.00
WHS66	Non-Standard Faucet Aerators	\$35.94
WHS17	Repair Toilet Flapper	\$16.00
WHS20	Kitchen Faucets Regular	\$85.00
WHS35	Kitchen Faucets Single Handle ADA	\$202.50
WHS19	Lavatory Faucet	\$84.59
WHS11	High Efficiency Toilet Round 1.28 GPF	\$350.00
WHS26	High Efficiency Toilet Elongated 1.28 GPF	\$360.00
WHS45	High Efficiency Toilet - Right Handed Elongated	\$421.00
HVAC AND RELATED MEASURES		
	Programmable Thermostats	\$150.00
	Standard HVAC Tune-up	\$210.00

	Advanced HVAC Diagnostic with Tune-up	\$400.00
	Reflectivity Window Film (per square ft.)	\$11.00
	Window Awning 4ft	\$351.00
	Window Awning 6ft	\$455.00
	Window Awning 8ft	\$559.00
ADDITIONAL ENERGY EFFICIENT MEASURES		
AC Appliance Replacement		
ACS22	Room AC Replacement 5,000 - 5,999 BTU's	\$375.00
ACS23	Room AC Replacement 6,000 - 6,999 BTU's	\$594.00
ACS24	Room AC Replacement 7,000 - 7,999 BTU's	\$850.00
ACS12	Room AC Replacement 8,000 - 8,999 BTU's	\$897.00
ACS25	Room AC Replacement 9,000 - 9,999 BTU's	\$915.00
ACS26	Room AC Replacement 10,000 - 10,999 BTU's	\$945.00
ACS27	Room AC Replacement 11,000 - 11,999 BTU's	\$1,050.00
ACS13	Room AC Replacement 12,000 - 12,999 BTU's	\$1,073.00
ACS17	Room AC Replacement 13,000 - 13,999 BTU's	\$1,158.00
ACS18	Room AC Replacement 14,000 - 14,999 BTU's	\$1,220.00
ACS19	Room AC Replacement 15,000 - 15,999 BTU's	\$1,230.00
ACS20	Room AC Replacement 16,000 - 16,999 BTU's	\$1,230.00
ACS21	Room AC Replacement 17,000 - 17,999 BTU's	\$1,230.00
ACS14	Room AC Replacement 18,000 - 23,999 BTU's	\$1,230.00
ACS15	Room AC Replacement 24,000 BTU's	\$1,230.00
ACS16	Power Cord	\$33.72
ACS17	Pig Tails	\$28.32
HP Appliance Replacement		
ACS28	Room HP Replacement 5,000 - 5,999 BTU per Unit	\$431.25
ACS29	Room HP Replacement 6,000 - 6,999 BTU per Unit	\$683.10
ACS30	Room HP Replacement 7,000 - 7,999 BTU per Unit	\$908.27
ACS31	Room HP Replacement 8,000 - 8,999 BTU per Unit	\$963.70
ACS32	Room HP Replacement 9,000 - 9,999 BTU per Unit	\$1,012.00
ACS33	Room HP Replacement 10,000 - 10,999 BTU per Unit	\$1,105.00
ACS34	Room HP Replacement 11,000 - 11,999 BTU per Unit	\$1,105.00
ACS35	Room HP Replacement 12,000 - 12,999 BTU per Unit	\$1,120.00
ACS36	Room HP Replacement 13,000 - 13,999 BTU per Unit	\$1,230.00
ACS37	Room HP Replacement 14,000 - 14,999 BTU per Unit	\$1,230.00

ACS38	Room HP Replacement 15,000 - 15,999 BTU per Unit	\$1,250.00
ACS39	Room HP Replacement 16,000 - 16,999 BTU per Unit	\$1,250.00
ACS40	Room HP Replacement 17,000 - 17,999 BTU per Unit	\$1,250.00
ACS41	Room HP Replacement 18,000 - 23,999 BTU per Unit	\$1,270.00
ACS42	Room HP Replacement 24,000 BTU per Unit	\$1,270.00
ACS43	AC/HP Drain Pan	\$60.96
ACS44	AC/HP Adapter Plug	\$13.36
WHS66	Pressure Assist Replacement tank	\$351.00
WTHRS010	Water Heater Tank and Pipe Insulation	\$460.00
WEATHERIZATION MEASURES		
WTHRS007	Door Sweeps per Door	\$69.00
WTHRS008	Caulking (Per Tube)	\$11.25
WTHRS009	Expandable Foam	\$26.73
THIRD PARTY RESIDENTIAL INSPECTION AND REPORT		
INSP01	BPI Inspection 1600 and under	\$300.00
INSP02	BPI Inspection 1,651 to 2,300	\$350.00
INSP03	BPI Inspection 2,301 to 5,000	\$400.00
INSP04	BPI Inspection 5,001 and up (hourly rate)	\$75.00
INSP05	HERS I Duct Test	\$350.00
INSP06	HERS I with Refrigerant Charge Verification	\$400.00
INSP07	HERS I with Refrigerant Charge Verification and Airflow	\$450.00
INSP08	HERS I New Construction	\$500.00
INSP09	HERS II Whole House Rating 2000 and Under	\$500.00
INSP10	HERS II Whole House Rating 2000 and Over	\$600.00
INSP11	HERS II EEM	\$600.00
DIAGNOSTIC TESTING		
INSP12	1. Duct Test	\$100.00
INSP13	2. Blower Door	\$100.00
INSP14	3. NGAT Test	\$50.00
INSP15	4. BPI CAZ	\$75.00
INSP16	5. Advanced HVAC Diagnostics and Tune-up	\$400.00
ADDITIONAL SERVICES		
LABOR11	Development of forms, flyers and door hangers (hourly rate)	\$75.00

LABOR12	Field Delivery of forms, flyers, door hangers or efficiency measures (hourly rate)	\$50.00
LABOR13	Energy Efficiency Training and Presentations (hourly rate)	\$75.00
LABOR14	Assist with Rebate Document Processing (hourly rate)	\$60.00
LABOR15	IT and Data Base design and consulting (hourly rate)	\$125.00
LABOR16	Non-Standard installations (hourly rate)	\$50.00
LABOR17	Assist with Third-Party Verification of Energy Efficient Measures Installed by Sub-contractors	\$110.00
LABOR18	Assist with Rebate Document Processing	\$50.00

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>msj</i>

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING INC. FOR SR-60/NASON STREET OVERCROSSING BRIDGE IMPROVEMENTS – PROJECT NO. 802 0003 70 77-4821

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the “Agreement for Professional Consultant Services” with Leighton Consulting, Inc. (Leighton), 41715 Enterprise Circle N., Suite 103, Temecula, CA 92590-5661, to provide professional geotechnical and materials testing services during construction of the SR-60/Nason Street Overcrossing Bridge Improvements project for a total agreement amount not to exceed \$197,201.
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.
3. Authorize the City Manager to execute said “Agreement for Professional Consultant Services” with Leighton.
4. Authorize the issuance of a Purchase Order totaling \$197,201 to Leighton when the contract has been signed by all parties.

BACKGROUND

Phase 1 of improvements at SR-60/Nason have been completed and consisted of new ramps and traffic signals. Phase 2 improvements, the SR-60/Nason Overcrossing Bridge, is a key project in the City's Economic Development Action Plan. Improvements are designed to replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On November 29, 2007, Caltrans approved the Initial Study/Negative Declaration for the project. The "project" was defined as both SR-60/Moreno Beach Interchange and SR-60/Nason Overcrossing.

On January 13, 2009, the City Council reprioritized capital projects funded by Redevelopment Agency (RDA) bonds and allocated funds to the SR-60/Nason Overcrossing project. Caltrans completed a subsequent environmental revalidation on September 8, 2010, for the project.

On May 25, 2010, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer construction of the project. The Construction Cooperative Agreement was subsequently amended on May 1, 2012, and again on July 5, 2012 for adjustments to funding. On July 17, 2012, Caltrans issued an Environmental Certification for the project. Design was completed and approved by Caltrans and FHWA on September 12, 2012, and the project was advertised for bids on September 13, 2012.

DISCUSSION

The Construction Cooperative Agreement with Caltrans requires that the City meet Caltrans material testing requirements on the project. The City issued a Request for Proposal (RFP) to provide geotechnical and materials testing services based on the construction plans, specifications, and Caltrans methods. On August 16, 2012, staff received thirteen (13) proposals. City staff reviewed the eleven (11) qualified proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel, and project approach.

Staff has completed negotiations with the top-ranked geotechnical firm and is recommending awarding a professional services agreement for construction-related geotechnical and materials testing services to Leighton Consulting. The scope consists of geotechnical and materials testing for the bridge replacement and installation of landscape and hardscape. Services performed will be on an as-needed basis and consist of geotechnical testing and sampling performed under the direction of a licensed Geotechnical Engineer, use of a nuclear gauge for compaction tests, and Caltrans certified laboratory testing with results in 48 hours. A purchase order for \$197,201 will be issued for this agreement.

Federal funds require the establishment of project goals for use of Disadvantaged Business Enterprises (DBE). The consultant has met or exceeded the 14% minimum project goal for Disadvantaged Business Enterprise (DBE) participation to be eligible for award.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes “placeholder” line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City’s General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will comply with the Caltrans Construction Cooperative Agreement requiring the City to meet Caltrans professional materials testing and geotechnical requirements and to facilitate the timely construction of needed improvements.*
2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements and could result in the loss of Federal and State funds.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program and is currently funded using Successor Agency Tax Allocation Bond funds (TABs), State-Local Partnership Program (SLPP) grant funds, Surface Transportation Program – Local (STPL) funds, and Developer Impact Fee (DIF) Interchange Improvements

Capital Projects Funds. These funds have been allocated for the SR-60/Nason Overcrossing improvement project and cannot be utilized for operational activities. STPL funds have an 11.47% match requirement, which will be met with Successor Agency to RDA funds. SLPP funds require a 50% match from DIF Interchange funds. There is no impact to the General Fund.

FY 2012/2013 AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80003 802 0003 70 77).....	\$ 12,088,000
STPL Funds (Account 2001-70-77-80002 802 0003 70 77).....	\$ 6,100,000
SLPP Funds (Account 2001-70-77-80002 802 0003 70 77).....	\$ 1,000,000
DIF Interchange Funds (Account 3311-70-77-80002 802 0003 70 77).....	<u>\$ 950,000</u>
Total FY 2012/2013 Project Budget	\$ 20,138,000

FY 2012/2013 ESTIMATED COSTS

Construction Cost (estimate including contingency).....	\$ 13,200,000
Construction Support Services (Design Consultant)	\$ 169,000
Construction Support Services (Construction Management & Inspection)...	\$ 1,947,000
Construction Support Services (Survey)	\$ 160,000
Construction Support Services (Geotechnical).....	\$ 198,000
Project Management and Administrative Costs*	\$ 210,000
Utility and Agency Inspection and Materials Costs**	<u>\$ 160,000</u>
Total Estimated Cost	\$ 16,044,000

**Includes City project administration, printing and other miscellaneous costs.*

***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

ANTICIPATED PROJECT SCHEDULE

Begin Construction.....	December 2012
Complete Construction.....	March 2014

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The SR-60/Nason Street Overcrossing Bridge Improvements project goal is to improve the interchange through bridge replacement, widening of Nason Street, and related improvements. City staff recommends awarding a contract for \$197,201 to Leighton Consulting to provide geotechnical and materials testing services for the project.

ATTACHMENTS

Attachment 1 – Agreement for Professional Consultant Services

Prepared By:
 Margery A. Lazarus
 Senior Engineer, P.E.

Department Head Approval
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

Concurred By:
 Barry Foster
 Community & Economic Development
 Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 802 0003 70 77-4821**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Leighton Consulting, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

DESCRIPTION OF PROJECT

1. The project is described as professional consultant **geotechnical and materials testing services** for:

**SR-60 / NASON STREET OVERCROSSING IMPROVEMENTS PROJECT
PROJECT NO. 801 0038 70 77**

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$197,201** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2015** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or subconsultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD) and their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, the State's, MVHA's, CSD's, WRCOG's, EMWD's, and RCFC & WCD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

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

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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 (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD), their officers, employees and agents are included as additional insured under this general liability 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 Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no 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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

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

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant 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.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

26. The Consultant shall employ no City official or employee 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.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

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

City of Moreno Valley

Leighton Consulting Inc.

BY: _____
City Manager

BY: _____

DATE: _____

TITLE: _____
(President or Vice President)

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

BY: _____

TITLE: _____
(Corporate Secretary)

- Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

**-REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT MATERIALS TESTING
AND GEOTECHNICAL SERVICES
SR-60 / NASON STREET OVERCROSSING IMPROVEMENTS PROJECT
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION
EA 32302
PROJECT ACCOUNT NO. 797.79728**

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Construction **Material Testing and Geotechnical Services** associated with the SR-60 / NASON STREET OVERCROSSING IMPROVEMENTS PROJECT as shown on the Plans and Specifications.

Five (5) copies (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal shall be submitted no later than **5:00 p.m., August 16, 2012**, addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Margery Lazarus, Senior Engineer, PE.

II. PROJECT DESCRIPTION

The SR-60/Nason project site is located at the State Route (SR) 60 Interchange and Nason Street in the City of Moreno Valley, CA. The work of this project generally includes replacement of the SR-60/Nason Street Overcrossing structure, construction of a soundwall between Elder Avenue and SR-60, widening of Nason Street from Fir to Elder Avenue, modification of the intersection and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, completion of auxiliary lanes, utility relocations, installation of irrigation, landscaping and hardscaping. Landscaping and irrigation will be under a separate construction contract and covered under the same above scope of services. The work lies within and in the vicinity of State of California (Caltrans) and City of Moreno Valley rights of way. The work includes bridge construction, sound wall, 24" diameter Cast-in-Drill Hole (CIDH) piling for soundwall and bridge abutments, precast panels (soundwall), Rapid set concrete pavement (RSCP)(Ramp Termini) Asphalt Concrete (AC) paving, concrete retaining walls, tree removal roadway excavation, , imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, rock slope protection, drainage, traffic control, signing, striping, traffic and ramp meter signals, traffic signal interconnect, planting, irrigation, erosion control, utility coordination, irrigation, and related work. The City anticipates issuing a separate landscaping and irrigation construction contracts to install these elements immediately following completion of the bridge contract.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley will fund the construction with Federal STPL, SLPP, and Successor Agency to RDA Funds (Account 797.79718), and Local Funds. **Because the City will be receiving federal aid reimbursement for construction phase of this project, it is imperative that all activities conform to federal requirements. Failure to conform will jeopardize federal funding.**

Exhibit "A"

The Consultant shall be required to meet or exceed the following timeline for this contract:

Anticipated Award of Consultant Contract	September 2012
Public Bid for SR-60/Moreno Beach Phase 1 Construction Contract	Early August 2012
Award of Construction Contract	By October 2012
Construction Duration for SR-60/Moreno Beach Phase 1	255 Working Days (13 months)

IV. SCOPE OF ENGINEERING SERVICES

The consultant shall submit one proposal and include separate scopes and budgets (sealed envelope) for the bridge overcrossing contract and the landscaping contracts. The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works field and laboratory construction materials testing, geotechnical and soils inspection services of the contractor's work and office support services. The Consultant selected shall provide **Materials Testing and Geotechnical Inspection Services** with personnel trained and experienced in the geotechnical inspection, field and laboratory materials testing of public works improvements, and particularly the types of construction and materials utilized for this project. The project is located within the Caltrans right-of-way and all testing methods, procedures, frequencies shall comply with the contract specifications, Caltrans Materials Testing Manuals and Guidelines, and the Quality Assurance Plan. The minimum experience required includes five (5) years of geotechnical inspection and materials testing on increasingly complex public works and Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the services assigned and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 24-hour notice for geotechnical inspection, sampling and testing for the duration of the construction project, and as needed for preconstruction activities and as necessary to closeout the project.

The Consultant must have recent experience working within the Caltrans Right-of-Way and shall be required to follow all Caltrans safety procedures when executing the work.

The Consultant geotechnical personnel shall have the necessary training, knowledge and experience related to the materials, methods, and workmanship for the specific construction work to be performed for this project. Additionally the Consultant geotechnical personnel must be familiar with the safe practices required when working around all types of construction equipment which will be utilized on this project including equipment for roadway construction, storm drain construction (including trench shoring and safety), and grading. The Consultant geotechnical personnel shall be familiar with the industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFC&WCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant geotechnical

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
PROJECT NO. 07-41570024
PAGE 3 OF 17

personnel shall be able to interact professionally with contractors, engineers, surveyors, property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant geotechnical personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant geotechnical personnel must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Geotechnical Engineer and as a Civil Engineer.

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work.

The Consultant shall perform public works geotechnical inspection and materials testing services for this project to include, but not be limited to, the following:

- Expertise in geotechnical matters related to storm drain and roadway construction and grading, and knowledge of the local area soils and geology, Caltrans' practices and generally accepted industry standards for work associated with this type of project.
- Safe and proper use of Nuclear Gauge for compaction testing.
- Proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC.
- Ability to provide field test results immediately to the City's Consultant Resident Engineer and Inspector, and laboratory test results within 48-hours, unless test procedures and protocols require longer.
- Review of contractor material submittals, sample/test frequency protocols and criteria for acceptable results and provision of materials and compaction reports.

Office Activities:

1. Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced testing methods and protocols.
2. Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix reports, and other like documentation.
3. Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements (field sampling and testing, compliance certificates, materials samples, etc.) from the contractor for conformance to the plans and specifications.
4. Participate in pre-construction meetings, field meetings, construction progress meetings, final walk-through meetings, as-built plan completion meetings, equal opportunity meetings, and other administrative meetings as necessary.
5. Monitor and report on the Contractor's extra work as it relates to geotechnical sampling, testing and reporting, field and laboratory materials testing.
6. Assist in the negotiation of change orders as they relate to geotechnical sampling, testing, and reporting, as requested by the City.

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
PROJECT NO. 07-41570024
PAGE 4 OF 17

7. Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action to the Engineer.
8. Prepare and maintain all geotechnical files, daily inspection records, including site photographs, project status reports, and all geotechnical inspection and testing records as they relate to earthwork materials testing and compaction testing.
9. Prepare and maintain records of geotechnical work requested and completed, geotechnical related computer files, daily geotechnical field work (when on-site), geotechnical inspections, samples and test records, field and laboratory test results, and all geotechnical related records and files.
10. Provide labor compliance reports and certified payroll for the Consultant's field work.

Field Activities:

1. Coordinate with the Contractor, City personnel, and City's selected Consultant Resident Engineer on the job site as needed.
2. Coordinate ongoing geotechnical field and laboratory testing, as required, including reviewing and monitoring the Contractor's requests for re-testing.
3. Conduct on-demand field geotechnical inspections for quality of materials and installation and workmanship, including quality, placement, and compaction of earthen materials, for conformance to plans and specifications pursuant to all applicable City codes, ordinances, and directives.
4. Keep daily (when on-site) geotechnical field notes and take photographs of the field sampling and geotechnical inspection work, including photographic evidence of non-complying materials or work. A daily report identifying work done by the geotechnical technician, including photographs, shall be submitted to the Project Inspector by the next business day for review and filing.
5. During the course of field work, if the Consultant geotechnical personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the City's Consultant Resident Engineer.
6. Any re-tests not due to the Consultant's errors will be identified separately on the invoice. Ten (10) re-tests should be estimated for proposal purposes (allow a minimum of two hours per trip).

General:

1. Participate with the City in meetings with contractors, public utility agencies, and other government agency representatives as requested.

SUBMITTAL SCHEDULE

Pre-proposal Conference	10:30 a.m., July 30, 2012 City Hall, 14177 Frederick Street, Moreno Valley Council Chamber
Proposals Due	5:00 p.m., August 16, 2012
Consultant Selection	On or before September 6, 2012
Notice to Proceed (Tentative)	Week of September 24, 2012

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposal shall clearly segregate the scope, schedule, and DBE utilization for the bridge overcrossing and the landscaping contracts. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

- A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number of hours of Material Testing & Geotechnical work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Construction support services Consultants are not required to provide a Project Schedule with milestones. This item pertains to design stage only. (should be removed or revised to): The resource

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
PROJECT NO. 07-41570024
PAGE 6 OF 17

allocation matrix, in addition to any tasks the consultant chooses to list, shall include but not limited to meetings, specific deliverables, and other relevant milestones.

- G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. **COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE)**
- H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project, including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change any sub-consultant without written permission from the City.**
- I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request For Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.
- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
PROJECT NO. 07-41570024
PAGE 7 OF 17

- O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- S. The Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its DBE goals for the State Route 60/Nason Street Overcrossing Improvements and State Route 60/Moreno Beach Interchange (Phase 1) Improvements projects.

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race-Neutral Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
PROJECT NO. 07-41570024
PAGE 8 OF 17

contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal or even if there is a DBE goal, wins a subcontract from a prime Consultant that did not consider its DBE status in making the award.

The City has established the following estimated goals for DBE participation on this project:

Nason Overcrossing	
DBE	14%

The City may adjust the percentages as more specific information becomes available.

Good faith efforts are required to meet the DBE contract goals. In order to show good-faith-effort in obtaining a DBE Consultant or sub-consultant, the following criteria have been established:

1. The Consultant can meet the goal, documenting commitments for participation by UDBE firms sufficient to meet the goal.
2. Even if the Consultant does not meet the goal, the Consultant can document adequate good faith efforts. The Consultant must show that they took all necessary reasonable steps to achieve the DBE goal.
3. A good-faith-effort by the prime Consultant in trying to secure participation by DBEs prior to award of this contract shall be documented and the documentation shall be submitted in writing. The following types of actions will be considered a part of the Consultants good faith efforts to obtain DBE participation.
4. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Consultant must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
5. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Consultant might otherwise prefer to perform these work items with their own forces.

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
PROJECT NO. 07-41570024
PAGE 9 OF 17

6. Providing interested DBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
7. Negotiating in good faith with interested DBEs. It is the Consultants responsibility to make a portion of the work available to DBE sub-consultants, and to select those portions of the work consistent with the available DBE sub-consultants, so as to facilitate DBE participation. Evidence of such negotiation includes: names, addresses, telephone numbers of DBEs that were considered; a description of the information provided regarding the work selected for sub-consulting, and evidence as to why agreements could not be reached for DBEs to perform the work.

A proposer using good business judgment would consider a number of factors in negotiating with subconsultants including DBE subconsultants, and would take a firm's price and capabilities as well as the DBE contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

8. Not rejecting DBEs as being unqualified without reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations are not legitimate causes for the rejection or non-solicitation of proposals in the Consultant's efforts to meet the project goal.
9. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the recipient Consultant.
10. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
11. Effectively using the services of available minority or women community organizations, minority or women consulting groups, local, state and federal minority or women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Consultant shall complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
PROJECT NO. 07-41570024
PAGE 10 OF 17

- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These milestones are:
1. Project Bidding, Advertise and Award.
 2. Any other additional authorized work on a task successfully completed and accepted monthly basis.

The City shall make the sole and final determination if a milestone as described above is complete and acceptable for payment.

- E. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

REQUEST FOR PROPOSAL FOR
 PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
 PROJECT NO. 07-41570024
 PAGE 11 OF 17

- H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

<u>GENERAL LIABILITY</u>		
Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 1,000,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts that fully comply with the laws of the State of California and employer's liability insurance with limits of not less than \$1,000,000 each accident.
- E. A 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 (MVHA), Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), its officers, employees and agents are included as additional insured under this general liability 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 (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG),

its officers and employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's 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 Agency, 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City.. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and .all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.
- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG), their officers, agents and employees

harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.

- C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days' written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Materials Testing & Geotechnical Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

It is the City's intent to select and utilize one Consultant firm for the project. The City may award the services in part and/or phases. The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal

procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and key personnel.

- C. Project Approach/Understanding (40 points) – Understanding of Project, discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget that provides a cost efficient, timely and predictable execution of the project construction.

XVI. Other Requirements

The following requirements are mandatory:

- A. The Agreement is subject to pre-award audit by Caltrans, which is estimated to take a minimum of thirty (30) calendar days from the time Caltrans receives the pre-award audit submittal. After the pre-award audit recommendations are received, the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.
- B. The Consultant shall provide its complete name and address, including whether the Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where the Consultant's work will be available for inspection by local agency and State representatives.
- C. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed.
- D. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- E. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code Regulations, Chapter 21, Section 2500et seq., when applicable or other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Consultant and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor,

REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
PROJECT NO. 07-41570024
PAGE 16 OF 17

City, Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

- F. Cost Principles - Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Consultant shall complete and return LAPM Exhibit 10-F, "Certification of Consultant, Commissions, and Fees," to City, prior to starting work.
- H. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
- I. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate his/her registration number.
- J. Conflict of Interest
 - 1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
 - 2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

REQUEST FOR PROPOSAL FOR
 PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES
 PROJECT NO. 07-41570024
 PAGE 17 OF 17

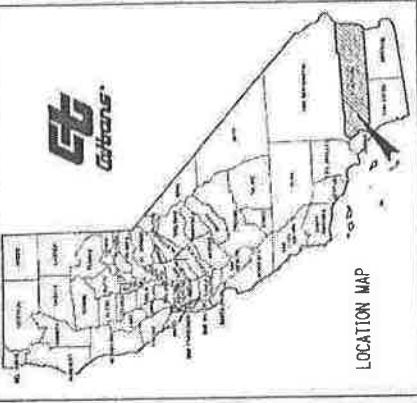
3. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.
4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.
6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

Attachments (incorporated by reference):

Attachment "A"	Plan Title Sheet
Attachment "B"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "C"	Caltrans/City Cooperative Agreement for SR-60/Nason Overcrossing Improvements
Attachment "D"	Disclosure of Lobbying Activities (Form LLL)
Attachment "E"	List of Subconsultants
Attachment "F"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "G"	Exhibit 10-01 – Local Agency Proposer UDBE Commitment
Attachment "H"	Exhibit 10-02 – Local Agency Proposer DBE Information
Attachment "I"	Exhibit 15-H – Good Faith Efforts
Attachment "J"	Compilation of Plans based on current status of completion – CD available upon request

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchn\Construction - Nason\Consultant\Geotechnical\Nason\RFP\RFP - Geotechnical - Nason - DBE (final w DBE changes by Perceptive Ent).doc

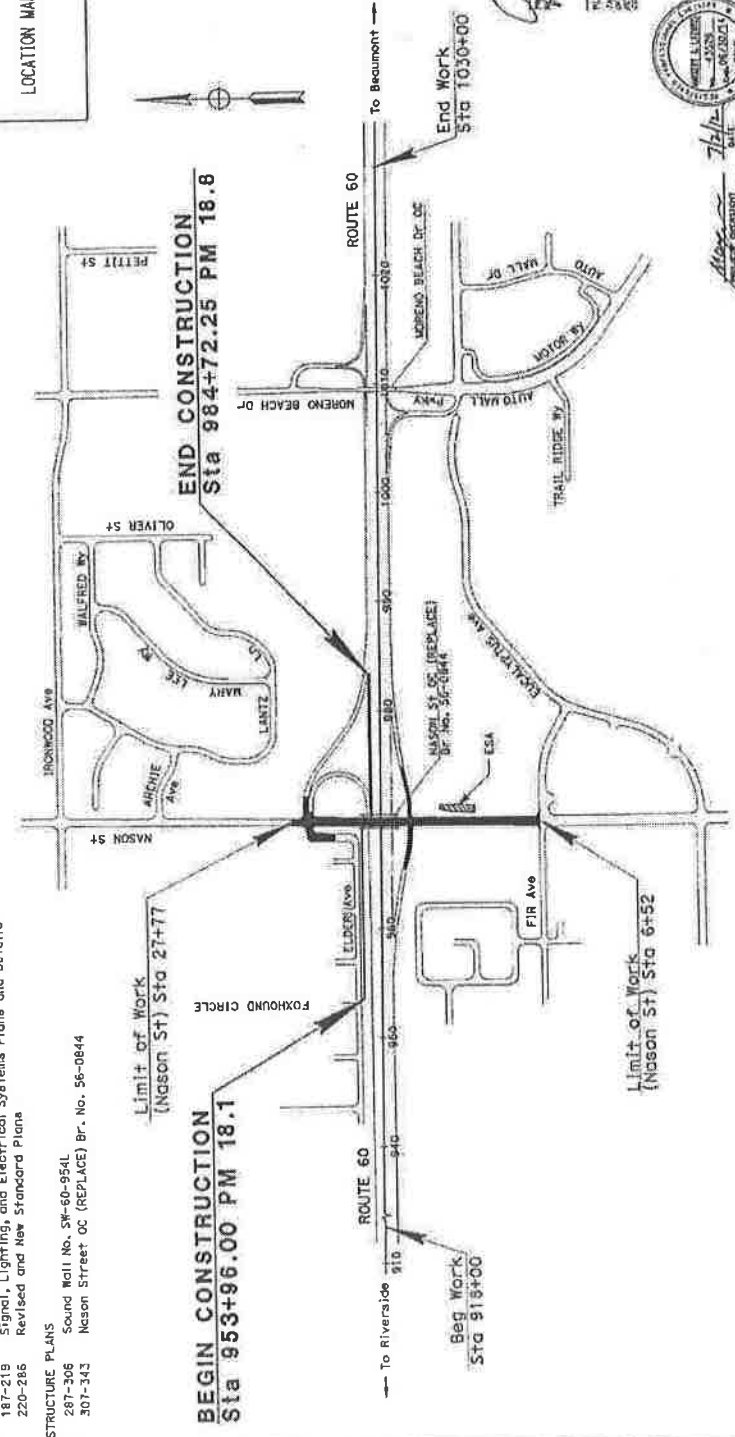
DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER
08	RIV	60	18.1/18.8	1



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN RIVERSIDE COUNTY
IN MORENO VALLEY
FROM 0.3 MILE WEST TO 0.4 MILE EAST
OF NASON STREET OVERCROSSING

TO BE SUPPLEMENTED BY STANDARD PLANS DATED MAY 2005

INDEX OF PLANS	
SHEET NO.	DESCRIPTION
1	Title and Location Map
2-8	Typical Cross Sections
9	Key Map and Line Index
10-15	Layouts
16-20	Profiles and Superlevation Diagrams
21-37	Construction Details
38-44	Temporary Water Pollution Control Plan, Details and Quantities
45-50	Erosion Control Plans
51-56	Contour Grading
57-64	Drainage Plans, Profiles, Details and Quantities
65-90	Utility Plans
91-92	Construction Area Signs
93-100	Stage Construction Plans
101-145	Traffic Handling Plans, Details and Quantities
146-154	Detour Plans and Quantities
155-163	Pavement Delineation Plans, Details and Quantities
164-182	Sign Plans, Details and Quantities
183-186	Summary of Quantities
187-219	Signal, Lighting, and Electrical Systems Plans and Details
220-286	Revised and New Standard Plans
STRUCTURE PLANS	
287-306	Sound Wall No. SW-60-954L
307-343	Nason Street OC (REPLACE) Br. No. 56-0844



PLANS APPROVED BY
 DAVID SPEERS
 PROFESSIONAL ENGINEER
 No. 12717
 STATE OF CALIFORNIA



BILL L. JONES
 PROFESSIONAL ENGINEER
 No. 12717
 STATE OF CALIFORNIA

BARRENS
 2201 DURANT DRIVE, SUITE 200
 IRVING, CALIFORNIA 92612
 CITY OF MORENO VALLEY
 15000 WILSON AVENUE
 MORENO VALLEY, CALIFORNIA 92552

CONTRACT NO. 08-323024
 PROJECT ID 0800005941
 UNIT 2232
 NO SCALE
 RELATIVE HORIZONTAL SCALE
 1" = 15' HORIZONTAL

BORDER LAST REVISED 7/2/2010
 DRAWING # 08003148
 CONTRACT # 0800005941

THE CONTRACTOR SHALL FURNISH THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."
 CONSULTANT DESIGN ENGINEER
 DAVID SPEERS

CALIFORNIA DESIGN OVERSIGHT APPROVAL
 PJ LU

REGISTRATION NO. C08086
 LICENSE EXPIRES DATE 12/31/12

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH PERMITS
 STATE STANDARDS AND PRACTICES AND THAT TECHNICAL DESIGNERS HAS REVIEWED

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH PERMITS
 STATE STANDARDS AND PRACTICES AND THAT TECHNICAL DESIGNERS HAS REVIEWED

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH PERMITS
 STATE STANDARDS AND PRACTICES AND THAT TECHNICAL DESIGNERS HAS REVIEWED

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH PERMITS
 STATE STANDARDS AND PRACTICES AND THAT TECHNICAL DESIGNERS HAS REVIEWED

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. XX-XXXX**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Consultant Company**, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "B"

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXX**

DESCRIPTION OF PROJECT

1. The project is described as professional consultant _____ services for:

Project Name

Project No. XX-XXXX

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$ _____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

[for Non-design contracts]

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

Or [for Design contracts]

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD and WRCOG, their officers, agents or

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

Or [for Design/CM contracts]

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction,

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

<u>GENERAL LIABILITY</u>	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA, CSD and WRCOG against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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 Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability 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 Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no 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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXX**

files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

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

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis,

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXX**

the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant 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.

26. The Consultant shall employ no City official or employee 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.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXX**

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

City of Moreno Valley

Consultant Company

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

BY: _____

DATE: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

ATTEST:

City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

City Attorney

DATE: _____

- Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____.
2. The Consultant 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.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month 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 during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.
4. The Consultant 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.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. 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 that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\BOILER\Consultant\Agreement\Agreement Boilers - STANDARD\Boiler-SAMPLE-Agreement-TUMF Zonal.doc
Revised 10/13/09

EXHIBIT "D"

**CONSTRUCTION
COOPERATIVE AGREEMENT**

This agreement, effective on July 7, 2010, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Moreno Valley, a body politic and municipal corporation of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement will replace the Nason Street Overcrossing in the City of Moreno Valley, referred to as PROJECT.
3. PARTNERS will cooperate to construct the PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 8-1314.
5. Prior to this agreement, CITY developed the Project Initiation Document; CITY developed the Supplemental Project Report; CITY developed the Plans, Specifications and Estimate; and CITY developed the Right of Way Certification.
6. CITY prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is December 31, 2015.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

CONSTRUCTION – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY – The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY'S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

9. CITY is SPONSOR for all WORK.
10. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

14. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
15. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
16. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
17. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
18. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by the other partner. Observation does not constitute authority over those commitments.
19. Each PARTNER will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK. The CITY shall ensure that only well qualified consulting construction management firms are selected to provide Engineering and Inspection services sufficient to the tasks of the PROJECT. The CITY shall confer with STATE prior to and during the selection process. At least one representative from the District 8 Construction Division of the STATE shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
21. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

22. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.

23. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection. CITY will notify CALTRANS within twenty-four (24) hours of any discovery.

25. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

26. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.

27. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.

28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.

29. CITY, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. CITY will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.

30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
33. IMPLEMENTING AGENCY for each project component will furnish PARTNER with written monthly progress reports during the implementation of WORK in that component.
34. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
35. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
36. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
37. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and CITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

39. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
40. The IMPLEMENTING AGENCY will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
41. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
42. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
43. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: CONSTRUCTION

44. CITY will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.
45. CITY will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
46. CITY will provide a landscape architect licensed in the State of California.
47. CITY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$100,000. All CCOs

affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.

48. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 3 months, this agreement will terminate.
49. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee and to carry liability insurance in accordance with CALTRANS specifications.
50. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT PS&E package a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
51. Upon receipt of both SFM and full payment of CALTRANS' invoice for actual SFM costs, CALTRANS will make the SFM available at a CALTRANS-designated location.
52. CITY will coordinate the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
53. CITY will obtain the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
54. CITY will implement the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
55. CALTRANS will provide Source Inspection on a reimbursed basis.

56. CITY will provide maintenance for those portions of the SHS within WORK limits until COMPLETION OF WORK, after which, maintenance will be handled through an existing maintenance agreement.

COST

Cost: General

57. CITY will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by CITY.
58. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
59. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
60. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.
61. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
62. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
63. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
64. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
65. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
66. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
67. Independent of WORK costs, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

68. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
69. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
70. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

71. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

72. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
73. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
74. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: CONSTRUCTION Support

75. The cost to maintain the SHS within WORK limits is a WORK cost until COMPLETION OF WORK, after which, the cost of maintenance will be handled through an existing maintenance agreement.
76. CALTRANS will invoice the CITY for a \$20,000.00 deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents Source Inspection costs. The Source Inspection cost is \$50,000.00 including indirect costs per Article 80.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: CONSTRUCTION Capital

77. The cost of all SFM is a CONSTRUCTION capital cost.

CALTRANS will invoice CITY for the actual cost of any SFM.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

SCHEDULE

78. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

79. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
80. CALTRANS invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
81. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
82. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.
83. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious,

contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

84. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

85. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
86. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
87. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
88. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
89. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
90. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
91. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the Director of Public Works/CITY Engineer will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any

partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

92. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
93. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
94. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
95. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
96. PARTNERS will execute an amendment if there are any changes to the commitments made in this agreement.
97. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
98. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
99. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Jason Bennecke, Project Manager
464 West 4th Street, 6th Floor, (MS-1229)
San Bernardino, California 92401-1400
Office Phone: (909) 556-8852
Mobile Phone: (909) 556-8852
Email: jason.bennecke@dot.ca.gov

The primary agreement contact person for CITY is:
Margery Lazarus, Senior Engineer, P.E.
Capital Projects Division, Public Works Department
P. O. Box 88005
Moreno Valley, California 92552-0805
Office Phone: (951) 413-3133
Email: margeryl@moval.org

SIGNATURES

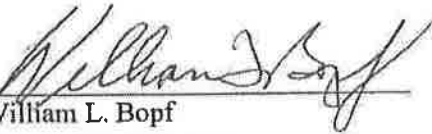
PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION


CITY OF MORENO VALLEY

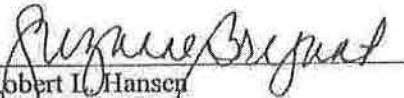
By: 
Raymond W. Wolfe, PhD
District Director

By: 
William L. Bopf
Interim City Manager

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM AND PROCEDURE

By: 
Lisa Pacheco
Budget Manager

By: 
for Robert L. Hanser
City Attorney

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5					Construction (CON) - 270, 285, 290, 295	X	X	
	270				Construction Engineering and General Contract Administration	X	X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing	X	X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection	X		
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		75			Resource Agency Permit Renewal and Extension Requests		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
	275				Construction Engineering and General Contract Administration of Structures Work	X	X	
		10			Office Administration Work for Structures		X	

	20		Field Administration Work for Structures		X	
	30		Contract Change Order Inspection for Structures Work		X	
	40		Safety Tasks for Structures Work		X	
285			Contract Change Order Administration	X	X	
	05		Contract Change Order Process		X	
	10		Functional Support		X	
290			Resolve Contract Claims		X	
	05		Analysis of Notices of Potential Claims		X	
	10		Supporting Documentation and Responses to Notices of Potential Claims		X	
	15		Reviewed and Approved Claim Report		X	
	20		District Claim Meeting or Board of Review		X	
	25		Arbitration Hearing		X	
	30		Negotiated Claim Settlement		X	
	35		Technical Support		X	
295			Accept Contract, Prepare Final Construction Estimate, and Final Report	X	X	
	05		Processed Estimate After Acceptance		X	
	10		Proposed Final Contract Estimate		X	
	15		As-Built Plans		X	
	20		Project History File		X	
	25		Final Report		X	
	30		Processed Final Estimate		X	
	35		Certificate of Environmental Compliance		X	
	40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X	
	45		Post-Construction Traffic Operations Activities		X	
	99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X	

08-RIV-60-18.369
 EA: 32302
 District Agreement 08-1463

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type		CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
		Local	Subtotals by Component					
LOCAL	CITY			\$16,000,000.00	\$2,000,000.00	\$2,000,000.00	\$16,000,000.00	\$18,000,000.00
				\$16,000,000.00	\$2,000,000.00	\$2,000,000.00	\$16,000,000.00	\$18,000,000.00

08-RIV-60-18.1/18.8
EA: 32302
Federal Funds
District Agreement 08-1463 A/1
Project No. 0800000594

AMENDMENT NO. 1 TO AGREEMENT 08-1463

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on May 1, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

City of Moreno Valley, a body politic and municipal corporation of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Agreement No. 08-1463, (AGREEMENT) on July 7, 2010, defining the terms and conditions to replace the Nason Street Overcrossing in the City of Moreno Valley referred to as PROJECT.
2. AGREEMENT established that local funds would be used toward Construction Capital and Support.
3. PARTNERS now seek to reduce the amount of local funds and add Surface Transportation Program Local (STPL) and State and Local Partnership Plan (SLPP) funds.
4. A revised FUNDING SUMMARY dated January 26, 2012, is attached to and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. New Article is added in the AGREEMENT under DEFINITIONS to read as follows:
"OBLIGATIONS – All responsibilities included in this Agreement."
2. Article 10 in the AGREEMENT is replaced in its entirety to read as follows:

Attachment "C-2"

"10. CALTRANS and CITY are each a FUNDING PARTNER for this Agreement. The details of the funding commitments are documented in the latest FUNDING SUMMARY."

3. New Articles are added to the AGREEMENT under SCOPE (Scope: General) to read as follows:

"If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this Agreement."

"If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below."

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:		http://www.whitehouse.gov/omb/grants_circulars
• Code of Federal Regulations:		http://www.gpoaccess.gov/CFR

4. Article 38 in the AGREEMENT is replaced in its entirety to read as follows:

"38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records

of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.”

5. New Article is added to the AGREEMENT under SCOPE (Scope: General) to read as follows:

“If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.”

6. New Articles are added to the AGREEMENT under COST (Scope: General) to read as follows:

“If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor’s Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.”

“CALTRANS will draw from the state and federal funds shown in the FUNDING SUMMARY.”

7. New Article is added to the AGREEMENT under SCOPE (Scope: Construction) to read as follows:

"IMPLEMENTING AGENCY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process."

8. Article 44 in the AGREEMENT is replaced in its entirety to read as follows:

"44. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION Support and CONSTRUCTION Capital.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory CITY pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory CITY as mandated by the Construction General Permit."

9. Article 76 in the AGREEMENT is replaced in its entirety to read as follows:

"76. Each PARTNER listed below may submit invoices for CONSTRUCTION Support for source inspection.

- CALTRANS may invoice CITY
- CITY may invoice CALTRANS

CALTRANS will invoice the CITY for a \$20,000.00 deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents Source Inspection costs. The Source Inspection cost is \$50,000.00 including indirect costs per Article 80.

Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs for source inspection based on the prior month's actual expenditures up to the amount of \$50,000.00.

CITY will submit to CALTRANS monthly invoices for actual expenditures.

After PARTNERS agree that all scope activities are complete, PARTNERS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this Agreement.”

10. Article 77 in the AGREEMENT is replaced in its entirety to read as follows:

“77. Each PARTNER listed below may submit invoices for CONSTRUCTION Capital for State-furnished Materials.

- CALTRANS may invoice CITY
- CITY may invoice CALTRANS

CALTRANS will invoice CITY for the actual cost of any SFM.

CITY will submit to CALTRANS monthly invoices for actual expenditures.

After PARTNERS agree that all scope activities are complete, PARTNERS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this Agreement.”

11. A revised FUNDING SUMMARY dated January 26, 2012, is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY attached herein.
12. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
13. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES ON FOLLOWING PAGE

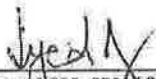
SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

CITY OF MORENO VALLEY


By: 
cc Raymond W. Wolfe, PhD
District Director

By: 
Michelle Hansen
City Manager

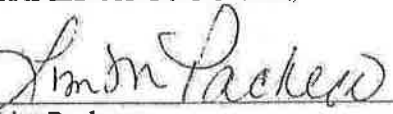
APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: 
Deputy Attorney

By: 
City Attorney

CERTIFIED AS TO FUNDS:

By: 
Lisa Pacheco
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: 
HQ Accounting

FUNDING SUMMARY
 January 26, 2012

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Funds Type
Local Bond	CITY	Local	\$9,990,000.00	\$1,950,000.00	\$11,940,000.00
Local Development Impact Fees	CITY	Local	\$ 850,000.00	\$ 150,000.00	\$ 1,000,000.00
Surface Transportation Program Local	CITY	Federal	\$ 3,650,000.00	\$ 450,000.00	\$ 4,100,000.00
State & Local Partnership Plan	CALTRANS	State	\$ 850,000.00	\$ 150,000.00	\$ 1,000,000.00
		Subtotals by Component	\$15,340,000.00	\$2,700,000.00	\$18,040,000.00

08-RIV-60-18.1/18.8
EA: 32302
Federal Funds
District Agreement 08-1463 A/2
Project No. 0800000594

AMENDMENT NO. 2 TO AGREEMENT 08-1463

THIS AMENDMENT No. 2 (AMENDMENT), entered into and effective on July 5, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

City of Moreno Valley, a body politic or municipal corporation of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Agreement No. 08-1463, (AGREEMENT) on July 7, 2010, defining the terms and conditions to replace the Nason Street Overcrossing in the City of Moreno Valley, referred to as PROJECT.
2. PARTNERS entered into Amendment No. 1 to AGREEMENT on May 1, 2012, to reduce the amount of local funds and add Surface Transportation Program Local (STPL) and State and Local Partnership Plan (SLPP) funds.
3. PARTNERS now seek to reduce the amount of local funds and increase the amount of STPL funds.
4. A revised FUNDING SUMMARY is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY attached herein.
2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

Attachment "C-3"

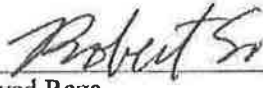
SIGNATURES


PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this AGREEMENT.
3. The people signing this AGREEMENT have the authority to do so on behalf of their public agencies.


STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

CITY OF MORENO VALLEY

By: 
Syed Raza
Acting District 8 Director

By: 
Michelle Lawson
City Manager

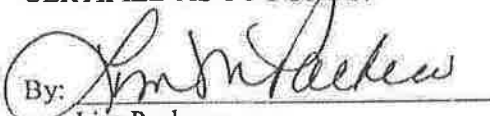
APPROVED AS TO FORM AND
PROCEDURE:

By: 
Deputy Attorney


APPROVED AS TO FORM AND
PROCEDURE:

By: 
City Attorney

CERTIFIED AS TO FUNDS:

By: 
Lisa Pacheco
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: 
HQ Accounting

FUNDING SUMMARY
May 31, 2012

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Funds Type
Local Bond	CITY	Local	\$ 9,440,000.00	\$ 500,000.00	\$ 9,940,000.00
Local Development Impact Fees	CITY	Local	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00
Surface Transportation Program Local	CITY	Federal	\$ 4,900,000.00	\$1,200,000.00	\$ 6,100,000.00
State & Local Partnership Plan	CALTRANS	State	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00
		Subtotals by Component	\$15,340,000.00	\$2,700,000.00	\$18,040,000.00

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. Name and Address of Lobbying Entity (If individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI): _____	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only: _____		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Standard Form LLL Rev. 06-04-90

W:\CapProj\CapProj\Caltrans-FHWA\DBE Disadvantage Business Enterprise\DBE Specs, Forms & Updates\Boiler-RFP Attachment-Form LLL-DBE.doc

Attachment "D"

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section			10. Total % Claimed
16. Local Agency Contract Number: _____			_____ %
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			11. Preparer's Signature _____
19. Local Agency Representative Name (Print) _____			12. Preparer's Name (Print) _____
20. Local Agency Representative Signature _____		21. Date _____	13. Preparer's Title _____
22. Local Agency Representative Title _____		23. (Area Code) Tel. No. _____	14. Date _____ 15. (Area Code) Tel. No. _____

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section			13. Total Dollars Claimed
20. Local Agency Contract Number: _____			\$ _____
21. Federal-aid Project Number: _____			14. Total % Claimed
22. Contract Execution Date: _____			_____ %
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	15. Preparer's Signature _____
			16. Preparer's Name (Print) _____
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			17. Preparer's Title _____
28. DLAE Name (Print) _____		29. DLAE Signature _____	18. Date _____
		30. Date _____	19. (Area Code) Tel. No. _____

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

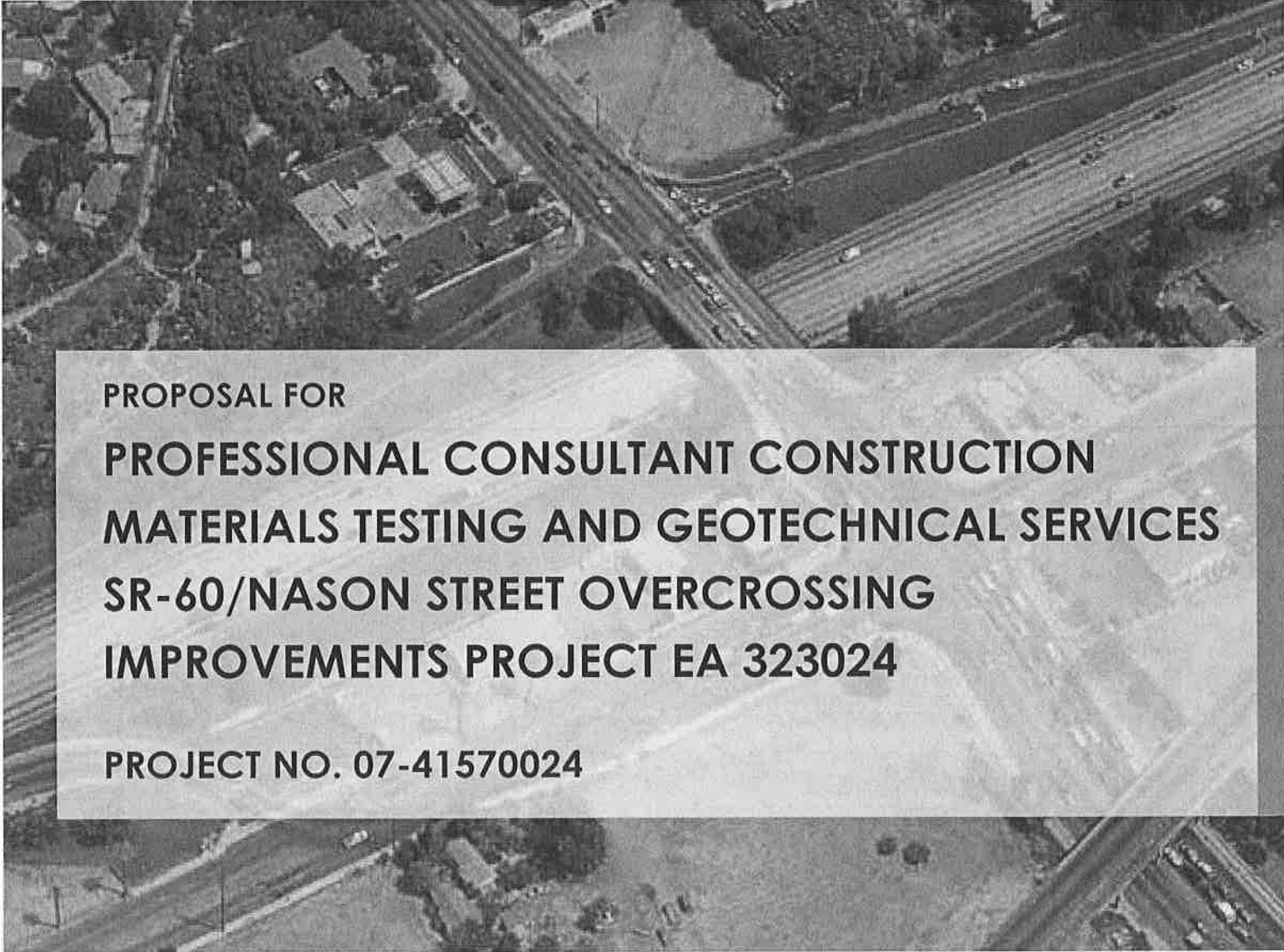
Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY



**PROPOSAL FOR
PROFESSIONAL CONSULTANT CONSTRUCTION
MATERIALS TESTING AND GEOTECHNICAL SERVICES
SR-60/NASON STREET OVERCROSSING
IMPROVEMENTS PROJECT EA 323024**

PROJECT NO. 07-41570024

**CITY OF MORENO VALLEY
DEPARTMENT OF PUBLIC WORKS**

AUGUST 16, 2012

Exhibit "B"



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

August 16, 2012

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

Attention: Margery Lazarus, PE, Senior Engineer

RE: Professional Consultant Materials Testing and Geotechnical Services SR-60/
Nason Street Overcrossing Improvements Project for the City of Moreno
Valley's Capital Projects Division; Project No. 07-41570024

Leighton Consulting, Inc. (Leighton) is pleased to present herewith our qualifications and fee proposal to provide material testing and geotechnical services for Services SR-60/ Nason Street Overcrossing Improvements Project. We are very familiar with applicable California Test Methods specified in the Caltrans "Manual of Testing", Standard Specifications for Public Works Construction "Green Book," applicable ASTM standards, City of Moreno Valley requirements, and Federal Funding requirements.

To provide the City the level of confidence required for such a project, we have included the professional qualifications of our team and examples of past project experience relevant to this project. For this fast paced, multiple concurrent activities project, we are assigning highly qualified field technicians who are cross-trained and can perform soils and concrete testing and work closely with the City/CM staff to coordinate field activities and responsibilities. Providing timely and quality service to the City is our highest priority, and Leighton will commit the necessary resources to ensure your needs is met.

Through our firm's experience, we have had the opportunity to work with a number of regulatory agencies, developing a clear and solid understanding of local, State, and Federal codes and procedures. Leighton's services are supported by our in-house Caltrans approved laboratory.

Leighton Consulting, Inc. is a California Corporation. The project office available for inspection and management of this project is located at:

41715 Enterprise Circle N, Suite 103; Temecula, CA 92590
951-296-0530

41715 Enterprise Circle N., Suite 103 ■ Temecula, CA 92590-5661
951.296.0530 ■ Fax 951.296.0534

August 16, 201

If you have any questions regarding this proposal or need any more information regarding how Leighton can assist the Capital Projects Division staff, please don't hesitate to contact us at your convenience. I can be reached directly at 951-252-8013 or ssaiid@leightongroup.com.

Sincerely,



Simon Saiid, PE, GE
Principal Engineer



Robert F. Riha, PG, CEG
Senior Principal Geologist



Leighton

TABLE OF CONTENTS

STATEMENT OF QUALIFICATIONS.....	1
Consultant Staff	1
Project Experience	8
PROJECT APPROACH/UNDERSTANDING	13
Project Understanding.....	13
Approach and Management Plan.....	13
Staffing Plan and Expected Duties.....	14
Resource Matrix.....	15
Work Plan and Schedule.....	19
Quality Control and Assurance.....	20
Appendix	
Proposal Statements	
Subconsultant Qualifications	

Proposal Contents

The RFP posted by the City of Moreno Valley titled "PROFESSIONAL CONSULTANT MATERIALS TESTING AND GEOTECHNICAL SERVICES SR-60/ NASON STREET OVERCROSSING IMPROVEMENTS PROJECT FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION EA 32302 PROJECT ACCOUNT NO. 797.79728" shall be incorporated in its entirety as a part of this Proposal.

Agreement for Professional Consultant Services

The RFP for Project No. 07-41570024 and this Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

Additions or Exceptions The City's Request For Proposal

Leighton's services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "Additions or Exceptions to The City's Request for Proposal."

Additions or Exceptions to The City's Request For Proposal

Leighton has no additions to the city's request for proposal as provided.

Exception to weekly certified payroll. Leighton requests submission of certified payroll on a monthly basis, concurrent with monthly invoicing.

STATEMENT OF QUALIFICATIONS

Leighton has been providing geotechnical soils testing, construction material testing, and deputy inspection services for more than 50 years. Our team brings expertise in geotechnical matters related to roadway construction and grading. With more than 75 projects completed in the city, we have considerable depth of, and knowledge of, the local area soils and geology, City's past practices, and Caltrans construction practices.

Leighton has worked on numerous similar projects within Moreno Valley and other Cities in southern California. Our field technicians and in-house laboratory have the proper experience and certifications to perform the required testing and confirm with the project specifications. Specifically, Leighton is currently providing geotechnical inspection and materials testing for Date Palm Drive interchange improvements in Cathedral City, Heacock Bridge in Moreno Valley, and Adams Street Bridge in City of La Quinta, which all follow Caltrans testing methods and procedures. Leighton's past experience on projects in this immediate area, on the SR-60, and our familiarity with relevant requirements of other public agencies involved in this project (including RCFC&WCD and EMWD) will be critical for efficient testing procedures and will allow us to respond quickly to unexpected construction related issues.

Laboratory

Leighton's services are supported by our in-house laboratory. All Leighton laboratories participate bi-yearly in Cement and Concrete Reference Laboratory (CCRL) Sample Proficiency Testing and consistently achieve the highest possible ratings. We hold certification from Caltrans, AASHTO, and others. Our laboratory participates in the Cement and Concrete Reference Laboratory (CCRL) Sample Proficiency Testing, AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program, and Caltrans Reference Sample Program (RSP).

Leighton's laboratory is Caltrans
Certified for 33 test methods.

Our goal is to support and strengthen your effort by supplying experienced staff and resources that will provide reliable results, efficiently coordinated and reported to you and your staff. As a company, we've augmented the staffs of hundreds of public agencies and ensured that public resources and taxpayer dollars were protected and well spent.

Consultant Staff

Resumes of our project team and their relevant experience to this project are on the following pages. Each resume also includes their role and project responsibilities. Our field personnel have at a minimum nine years of experience. The team has been specifically selected for this project based on their experience and professionalism.

SIMON SAIID, PE, GE | Project Manager / Geotechnical Engineer

PROJECT ROLE

- Primary point of contact during project
- Coordinates with City management and field personnel
- Communicates any field issues with designated City and other public agencies, as needed
- Provides technical support, attends progress meetings as needed, and reviews and signs final soils reports

Mr. Saiid has engineering design and construction supervision experience for the civil and geotechnical aspects of projects related to infrastructure work, public facilities, and land development. Simon understands the significance of coordination with public agencies, and response to unexpected field conditions during construction with practical and timely solutions coordinated with City and County personnel. Mr. Saiid also has both Caltrans project experience, federal project experience and local City of Moreno Valley experience.

HEACOCK BRIDGE WIDENING, MORENO VALLEY, CA. Geotechnical Engineer for design recommendations and management of materials testing during construction for widening of Heacock Bridge located along the east side of March Airfield. Design of the box culvert, earthwork construction and pavement sections followed construction documents, Caltrans testing methods, and the City of Moreno Valley's Quality Assurance Plan (QAP).

ADAMS STREET BRIDGE, LA QUINTA, CA. XXX

EDUCATION

- M.S., Civil Engineering
- B.S., Civil Engineering

SR-60 WIDENING, BETWEEN THEODORE STREET AND REDLANDS BOULEVARD, MORENO VALLEY, CA. Project Engineer for the preparation of a Geotechnical Report for the proposed SR-60 widening which was submitted to and approved by Caltrans. Leighton implemented various field and laboratory testing, and slope stability analyses to provide cost effective design and grading of the new slope and on- and off-ramps.

REGISTRATIONS

- California Geotechnical Engineer – 2641
- California Civil Engineer – 62375

IVY STREET BRIDGE OVER MURRIETA CREEK IMPROVEMENTS, MURRIETA, CA. Project Manager for geotechnical recommendations and material testing services during construction. This included reviewing and monitoring compaction grouting procedures, which were implemented for the purpose of improving the underlying alluvial deposits and mitigate liquefaction potential. Leighton's responsibilities included performing Gamma-Gamma Logging (GGL) and Cross-Sonic Logging (CSL) of all piles per Caltrans. Leighton also provided soils and materials testing during fill placement for bridge approaches, concrete box girders, curb & gutter, sidewalks, paving, and associated appurtenances

KEY EXPERIENCE

- ✓ Able to interact with contractor personnel
- ✓ Extensive and local professional services for public works construction
- ✓ Can read and interpret construction drawings and specifications.
- ✓ Practical and beneficial knowledge of City procedures
- ✓ Thorough understanding of Caltrans field methods, practices, and construction procedures.

ABELIA STREET BRIDGE, TEMECULA AREA, CA. Project Manager/ Geotechnical Engineer during design and construction of a 150-foot long bridge crossing over Warm Springs Creek. Following a detailed settlement evaluation of the underlying alluvium, a shallow foundation option was selected.

NICOLAS ROAD IMPROVEMENTS, TEMECULA, CA. Geotechnical Engineer/Project Manager for testing of subgrade soils, aggregate base and asphalt concrete/slurry seal for road widening and pavement rehabilitation.

WINCHESTER ROAD MEDIAN IMPROVEMENTS, TEMECULA, CA. Geotechnical Engineer for evaluation and testing of subgrade and base materials during construction of several right/left turn pockets in accordance with the Project Specifications and City requirements.

ROBERT F. RIHA, PG, CEG | Principal Geologist

PROJECT ROLE

- Ensure resources and QA/QC oversight
- Project review and consultation as needed

EDUCATION

- B.S., Geological Sciences

REGISTRATIONS

- California Engineering Geologist - 1921
- California Professional Geologist - 5866

KEY EXPERIENCE

- ✓ Extensive and local professional services for public works construction
- ✓ Principal Geologist for Aquabella geologic exploration
- ✓ Practical and beneficial knowledge of City procedures

Mr. Riha has experience performing and managing geotechnical assessments for planning and construction. He performs and supervises investigations and construction of slope stability and landslide remediation, site-specific geologic faulting, liquefaction, and dynamic settlement evaluations, evaluation of rock rippability and seismic hazard studies. These services have been performed at all stages of project development, from feasibility and planning of new work through construction, and forensic studies and remedial work related to failed structures. Mr. Riha’s clients include private owners, residential and commercial/industrial developers, school districts, and public agencies.

LASSELLE STREET ROAD WIDENING, MORENO VALLEY, CA. Project Manager during the Preliminary Geotechnical Exploration for the widening of Lasselle Street; work included stability analysis of the rock slope after planned removal, and provided rock slope protection mitigations. Consultation was also provided to the project design civil engineer and City representatives during preparation of final construction design documents and provided project management and consultation during roadway widening construction.

I-15 WIDENING, WINCHESTER ROAD OVERPASS, AND SR-79 NORTH WIDENING, TEMECULA, CA. Project Geologist. Sampling, laboratory testing and field density testing of earthwork construction, aggregate base and asphalt materials. Testing was performed in accordance with the Caltrans and City of Temecula requirements. Materials inspection included observation and testing during construction of tie-back retaining walls.

AQUABELLA, MORENO VALLEY, CA. Principal Geologist for the 760-acre residential and commercial planned development. Studies were performed to evaluate the Riverside County Flood Control (RCFC) earthen berm, concrete lined Line F Channel traversing the site along with two possible bridge spans. Recommendations were crafted to provide suitable grading recommendations as well as drainage provisions in areas supporting wetland habitat areas above the channel area as well as for widening of Cactus Avenue and Lassalle Street fronting the project. Provided geologic oversight and consultation during rough grading.

CORPORATE PARK (SKECHERS) SR-60 EB WIDENING, LINE F CHANNEL AND EUCALYPTUS AVENUE, MORENO VALLEY, CA. Principal Geologist for the Highland Fairview Corporate Park commercial development. Provided geologic studies from EIR through construction completion. Studies were performed to evaluate the Riverside County Flood Control RCB culvert from SR-60, around the Skechers building to south of the east bound widening of SR-60 from Redlands Blvd. to Theodore St., and the new Eucalyptus Avenue fronting the project. Recommendations were also provided for grading and improvement construction of Eucalyptus Avenue from Redlands to Theodore.

JEFF DELAND | Staff Geologist

PROJECT ROLE

- Perform geologic observations of soils conditions and attend progress meetings, when needed
- Prepare final soils reports and coordinate with field staff

EDUCATION

- B.S., Geology

REGISTRATIONS

- 40-Hour HAZWOPER
- Nuclear Gauge Certification

KEY EXPERIENCE

- ✓ Experience working for the city of Moreno Valley
- ✓ Caltrans and EMWD experience

Mr. DeLand has experience on a wide range of projects, including preliminary geotechnical investigations, rock rippability studies, and rock slope stability analysis. He has worked on roadway projects, residential developments, and institutional and commercial facilities. He has provided on-site assistance during construction of public infrastructure and familiar the proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC.

NASON / CACTUS STREET IMPROVEMENTS, Moreno Valley, CA. Staff Geologist during all phases of rough grading and site improvement construction. Perform geologic observations of soils conditions and attend progress meetings, when needed. Coordinates with field staff and will prepare final soils report.

IVY STREET BRIDGE OVER MURRIETA CREEK, MURRIETA, CA.

Staff Geologist. Responsibilities included reviewing and monitoring compaction grouting procedures, which were implemented for the purpose of improving the underlying alluvial deposits and mitigate liquefaction hazard

LASSELLE STREET ROAD WIDENING, MORENO VALLEY, CA. Performed geologic mapping during initial site reconnaissance, aerial photo analysis and field verification with GPS equipment. Provided recommendations on placement and conducted observations on rock bolt tensioning on large cut slope.

SKECHERS DISTRIBUTION CENTER, MORENO VALLEY, CA. Staff Geologist during all phases of rough grading and site improvement construction. Mr. DeLand mapped excavations for signs of possible site faulting, approved and recorded all remedial earthwork activities and worked closely with the design team and contractor for contractor assurance to project specifications.

EMWD WATER RECLAMATION FACILITY EXPANSION AND UPGRADE, TEMECULA, CA. Staff Geologist for the geotechnical investigation for the expansion and upgrade phase. The project consisted of two new 80-foot-diameter digesters, on clarifier, a maintenance building, two out-of-compliance and one tertiary-effluent storage ponds and associated pipelines.

EMWD BOOSTER PUMP STATION AND PIPELINES, SCOTT ROAD, MENIFEE, CA. Staff Geologist for a subsurface geotechnical investigation for a 2-mile pressurized water pipeline and a booster pump station. Work included field geotechnical testing during grading and construction.

EMWD BOOSTER PUMP STATION AND PIPELINES, SCOTT ROAD, MENIFEE, CA. Staff Geologist for a subsurface geotechnical investigation for a 2-mile pressurized water pipeline and a booster pump station. Work included field geotechnical testing during grading and construction

MCALLISTER HILLS, RIVERSIDE, CA. As Staff Geologist, performed drilling and sampling activities around an on-site Metropolitan Water District Upper Feeder pipeline to support analysis of the pipeline settlement due proposed roadway embankment to.

BRANDON THOMAS | Primary Field Technician

ROLE ON PROJECT

- Performs QA testing during construction and prepares daily field reports
- Attends progress meetings, when needed, and coordinate with City and Caltrans Inspectors and contractors to effectively plan ahead
- When on-site will keep geotechnical field notes and take photographs of the field sampling and geotechnical inspection work

REGISTRATIONS:

- Caltrans Certifications

125	533
216	539
231	540
375	543
504	556
518	557
523	
- CNP Certification – Certified Nuclear Gage Operator
- ACI Concrete Field Testing Technician - Grade I

EDUCATION

- B.A., Environmental Studies

Mr. Thomas has nine years experience responsible for observing and testing the quality of earthwork, construction of groundwater drainage systems, preparation of infrastructure, and erosion control. His other duties are observation, testing and treatment of a wide variety of soil problems, including compressibility or collapsibility, expansiveness, corrosiveness, permeability, compaction, and problematic moisture conditions. He is familiar with the proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC. He has proven his ability to effectively communicate with all parties and provides detailed and accurate records of geotechnical work requested and completed.

SR-91/VAN BUREN BOULEVARD INTERCHANGE, RIVERSIDE, CA. Field Technician responsible for geotechnical observation, concrete sampling during construction of the proposed interchange, providing recommendations for subgrade preparation based on observations of the contractor's excavations. All testing is performed to Caltrans standard test methods. Project includes replacement of Van Buren Boulevard overcrossing with a 61-meter-long, 46-meter-wide, 2-span cast-in-place pre-stressed concrete box girder bridge. This project also includes the construction of on- and off-ramps, retaining walls, utility lines, lighting and traffic signals, drainage systems, sidewalks, slope protection, and landscaping.

I-10 / DATE PALM DR. INTERCHANGE, CATHEDRAL CITY, CA. Construction Technician responsible for geotechnical and materials testing services in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual. Services for this project includes quality assurance testing of earth materials, subgrade soils, AC, PCC and batch plant inspection and field sampling of structural concrete.

HUNTS LANE GRADE SEPARATION, SAN BERNARDINO, CA. Construction Technician responsible for geotechnical and materials testing services in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual. Services for this project includes quality assurance testing of earth materials, subgrade soils, AC, PCC and batch plant inspection and field sampling of structural concrete.

I-15/CANTU-GALLEANO RANCH ROAD INTERCHANGE, MIRA LOMA, CA. New interchange includes on- and off-ramps, auxiliary lanes to the Highway 60 transition and an extension of local road over the freeway. Mr. Thomas was an Engineering Technician responsible for; quality assurance, sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement per Caltrans specifications.

RAMONA AVENUE/UPPR GRADE SEPARATION, MONTCLAIR, CA. Senior Engineering Technician responsible for; quality assurance, sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement per Caltrans. The project will build a four-lane bridge over the Union Pacific railroad tracks that cross at Ramona Avenue. The new bridge will provide two travel lanes and a left turn pocket in each direction, a striped median and a pedestrian sidewalk on either sides of the bridge. New streets also will be constructed and minor realignments of existing streets will occur to help ease the traffic congestion in this area

KEY EXPERIENCE

- ✓ Experience working with City of Moreno Valley personnel
- ✓ Prepares thorough reports of daily field activities with GPS and laptop for added accuracy and reporting efficiency
- ✓ Skilled in inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection
- ✓ Caltrans, RCFC, EMWD, experience

ZONE 3 AND 4, ARTERIAL STREET REHABILITATION, DIAMOND BAR, CA. Senior Engineering Technician responsible for quality assurance, quality control, observation and testing of observation and testing subgrade soils, aggregate base and the asphaltic concrete (AC) and material observation and testing of AC and Portland cement concrete (PCC) for curb and gutter, sidewalk and ramps, etc. Testing of slurry seal and Batch plant inspection of AC was also provided. Leighton work was provided under Local Assistance (LA) Procedure Testing in general accordance with Caltrans guidelines for this federally funded project.

BEAUMONT AVENUE BRIDGE REPLACEMENT, LOMA LINDA, CA. Senior Engineering Technician responsible for draft of grading plans, and geotechnical observation and testing of compaction and moisture content during rough and post grading.

GRAND AVENUE AND VALLEY BOULEVARD WIDENING, CITY OF INDUSTRY, CA. Senior Engineering Technician responsible for quality assurance, quality control, observation and testing of compaction and moisture content during post grading, street improvement operations for Grand Avenue and Valley Boulevard widening, construction of Baker Parkway, structure backfill, as well as excavation and footing observations. Widening of Grand Avenue and Valley Boulevard, Snow Creek storm drain construction, and sewer improvements. The widening includes installation of right-turn lanes, traffic signal enhancements, and new raised medians with landscape and irrigation.

ZONE 3 AND 4, ARTERIAL STREET REHABILITATION, DIAMOND BAR, CA. Senior Engineering Technician responsible for quality assurance, quality control, observation and testing of observation and testing subgrade soils, aggregate base and the asphaltic concrete (AC) and material observation and testing of AC and Portland cement concrete (PCC) for curb and gutter, sidewalk and ramps, etc. Testing of slurry seal and Batch plant inspection of AC was also provided. Leighton work was provided under Local Assistance (LA) Procedure Testing in general accordance with Caltrans guidelines for this federally funded project.

MCKINLEY STREET, MAIN STREET, AND LINCOLN AVENUE, CORONA, CA. Field Technician responsible for quality assurance and compaction testing of asphaltic concrete during resurfacing of portions of McKinley Street, Main Street, and Lincoln Avenue within the Caltrans right-of-way per Caltrans specifications.

GRAND AVENUE AND VALLEY BOULEVARD WIDENING, CITY OF INDUSTRY, CA. Senior Engineering Technician responsible for quality assurance, quality control, observation and testing of compaction and moisture content during post grading, street improvement operations for Grand Avenue and Valley Boulevard widening, construction of Baker Parkway, structure backfill, as well as excavation and footing observations. Widening of Grand Avenue and Valley Boulevard, Snow Creek storm drain construction, and sewer improvements. The widening includes installation of right-turn lanes, traffic signal enhancements, and new raised medians with landscape and irrigation.

SCOT WATSON | Engineering and Concrete Technician

CERTIFICATIONS	KEY EXPERIENCE							
<ul style="list-style-type: none"> ▪ Caltrans Certifications: <table style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">105</td> <td>125 A & B</td> </tr> <tr> <td>106</td> <td>216</td> </tr> <tr> <td></td> <td>231</td> </tr> </table> ▪ CNP Certification – Certified Nuclear Gage Operator ▪ ACI Concrete Field Testing Technician - Grade I 	105	125 A & B	106	216		231	<ul style="list-style-type: none"> ✓ Prepares thorough reports of daily field activities with GPS and laptop for added accuracy and reporting efficiency ✓ Skilled in inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection ✓ EMWD, Caltrans, RCFC experience 	<p>Mr. Watson has been involved with numerous developments for public infrastructure improvements providing geotechnical field observations and compaction testing during rough grading, trench backfill and roadway improvements for more than 18 years. He has performed geotechnical observation and testing during construction of below grade retaining and storm water system structures, earth retaining structures, bridge abutments, and channel improvements.</p> <p>HEACOCK BRIDGE WIDENING, MORENO VALLEY</p> <p>IVY STREET BRIDGE OVER MURRIETA CREEK IMPROVEMENTS, MURRIETA</p> <p>LASSELLE STREET ROAD WIDENING, MORENO VALLEY</p> <p>MERCEDES AND MAIN STREET IMPROVEMENTS, TEMECULA</p>
105	125 A & B							
106	216							
	231							

MICHAEL THOMPSON | Engineering and Concrete Technician

REGISTRATIONS:	KEY EXPERIENCE													
<ul style="list-style-type: none"> ▪ Caltrans Certifications <table style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">125 A & B</td> <td>533</td> </tr> <tr> <td>216</td> <td>539</td> </tr> <tr> <td>231</td> <td>540</td> </tr> <tr> <td>504</td> <td>556</td> </tr> <tr> <td>518</td> <td>557</td> </tr> <tr> <td>523</td> <td></td> </tr> </table> ▪ CNP Certification – Certified Nuclear Gage Operator ▪ ACI Concrete Field Testing Technician - Grade I 	125 A & B	533	216	539	231	540	504	556	518	557	523		<ul style="list-style-type: none"> ▪ Experience working with construction team personnel to plan ahead for upcoming field activities ▪ Prepares thorough reports of daily field activities with GPS and laptop for added accuracy and reporting efficiency ▪ Skilled in inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection ▪ EMWD, Caltrans, RCFC experience 	<p>Mr. Thompson has 12 years of experience in field observation, testing, documentation, and report on work performed by contractors. He has performed pipeline backfill, foundation and inspection of materials such as base, asphalt and concrete, fill slope testing, percolation testing and concrete sampling.</p> <p>I-10 / DATE PALM OVERCROSSING, CATHEDRAL CITY</p> <p>ADAMS STREET BRIDGE, LA QUINTA</p> <p>WESTSIDE PARKWAY, BAKERSFIELD</p> <p>BERGER ROAD IMPROVEMENTS, PALM DESERT</p> <p>PLUMLEY ROAD PAVEMENT RECONSTRUCTION, CATHEDRAL CITY</p>
125 A & B	533													
216	539													
231	540													
504	556													
518	557													
523														

Project Experience

I-10 / DATE PALM DRIVE INTERCHANGE | Cathedral City

Client

**County of Riverside
Transportation
Department**

Ward Maxwell
wmaxwell@rctlma.org
951.955.6885

Agency Oversight

- ✓ Caltrans
- ✓ FHWA
- ✓ RTLMA

Leighton is currently providing geotechnical and materials testing services for the improvements of the I-10/Date Palm Drive interchange. The proposed improvements consist of widening the existing overcrossing structure, which comprises widening the existing approach embankments; new eastbound and westbound direct on- and off-ramps; new eastbound and westbound loop on-ramps; and associated retaining walls. Other improvements include: drainage structures, infiltration basins, utility lines, sidewalks, curb and gutter, landscape, lighting, and roadway restriping.

Leighton is providing laboratory and field-testing of materials in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual. Leighton's scope of services for this project includes quality assurance testing of earth materials, subgrade soils, AC, PCC and batch plant inspection and field sampling of structural concrete.

Locating import soil for the embankments that met project specifications was presenting a procurement challenge, and schedule impact. Leighton worked with the construction management team and contractor, by providing tests and expedited results from various sources to reduce the delay in the schedule.

This project, located on a major interstate, required overnight and weekend shifts. Leighton's technicians and lab personnel coordinated field sampling and testing to provide test results as soon as possible to adapt to the project schedule. Gradation test results on aggregates for concrete were made available to the project Resident Engineer the same day of pour and/or the following morning through email and follow up phone message to expedite the concrete pours.



VAN BUREN/ 91 FREEWAY INTERCHANGE | Riverside

Client

City of Riverside

Mike Bergevin (Resident
Engineer/California

Department of
Transportation)

Mike_Bergevin@dot.ca.gov
951.232.3739

Agency Oversight

- ✓ Caltrans
- ✓ FHWA

The City of Riverside replaced the existing Van Buren Boulevard overcrossing with a 61-meter-long, 46-meter-wide, 2-span cast-in-place pre-stressed concrete box girder bridge. This project improved on- and off-ramps, retaining walls, utility lines, lighting and traffic signals, drainage systems, sidewalks, slope protection, and landscaping.

Leighton provided geotechnical observation and testing special inspection, and material testing services during construction, providing recommendations for subgrade preparation based on observations of the contractor's excavations. Leighton's scheduled Caltrans Certified technicians and inspectors for day and night shifts, week days and weekends. In addition to following Caltrans Local Acceptance Procedures, inspectors and technicians are completing daily reports documenting tests completed and site conditions. Leighton has been following the new Caltrans Standard Specification section 39 for Hot Mix Asphalt for this project.



IVY STREET BRIDGE | Murrieta

Client

City of Murrieta

Jeff Hitch

jhitch@murrieta.org

951.461.6076

Agency Oversight

- ✓ Caltrans
- ✓ City of Moreno Valley
- ✓ RCFCWCD
- ✓ ACOE

Leighton provided geotechnical inspection and material testing services for the construction of the Ivy Street Bridge, which is an important east-west crossing over the Murrieta Creek Channel. A new four-span bridge structure with cast-in-place, prestressed concrete box girders with a total length of approximately 375 feet and width of 48 feet replaced the two-lane paved on-grade roadway. The bridge abutments are supported on 30-inch diameter cast-in-drilled-hole (CIDH) piles. The bents are supported on concrete columns bearing on 60-inch diameter CIDH piles.

Leighton provided geotechnical and material testing services in conformance with the construction documents and the City of Murrieta's Quality Assurance Plan (QAP). Our services during construction included reviewing and monitoring compaction grouting procedures, which were implemented for the purpose of improving the underlying alluvial deposits and mitigate liquefaction potential. Leighton also provided soils and concrete testing during fill placement for bridge approaches, concrete box girders, curb & gutter, sidewalks, paving, and associated appurtenances. Material testing services were in compliance with applicable Caltrans and federal requirements.

This project was designed and constructed in coordination with the U.S. Army Corps of Engineers, Riverside County Flood Control and Water Conservation District, and involved Local Assistance and Highway Bridge Program (HBP) funding. Project challenges were the densification of the underlying alluvium, which involved close monitoring of the implemented ground improvement methods and the construction of 54 inch diameter piles to a depth of 60 feet below existing ground elevation in a sandy creek bed with intermittent surface water.

ADAMS STREET BRIDGE | La Quinta

Client

Ty Lin for City of La Quinta

Joseph Smith

619.692.1920

Joseph.Smith@tylin.com

Agency Oversight

- ✓ City of La Quinta

Leighton is currently provided geotechnical inspection and material testing services for the construction of Adams Street Bridge, which is an important north-south crossing over Whitewater River Channel. The project consists of constructing a new bridge to replace the two-lane paved on-grade roadway that descended into the channel bottom. The new crossing consists of a four-span bridge structure with cast-in-place, prestressed concrete box girders with a total length of approximately 525 feet. The bridge abutments are supported on 24-inch diameter cast-in-drilled-hole (CIDH) piles and three bents are supported on concrete columns bearing on 120-inch diameter CIDH piles.

Leighton provided geotechnical and material testing services in conformance with the construction documents and the City of La Quinta's Quality Assurance Plan (QAP). Leighton services include soils and concrete testing during fill placement for bridge approaches, concrete box girders, curb and gutter, sidewalks, paving, and associated appurtenances. Material testing services were in compliance with applicable Caltrans and federal requirements. Project challenges were finding suitable onsite soils for bridge abutment and construction of cement treated steep slopes for the channel side slopes.

I-15 | CANTU-GALLEANO INTERCHANGE | Riverside

Client

**Riverside County
Transportation
Department**

Change in personnel

No current contact

Agency Oversight

- ✓ Caltrans
- ✓ FHWA
- ✓ RCFC

A heavy industrialized area, this new interchange pulls the heavy truck traffic off local roads by providing an access route to the I-15. The new interchange includes on- and off-ramps, auxiliary lanes to the Highway 60 transition and an extension of Cantu-Galleano Ranch Road from Hamner Avenue, over the freeway and east to Etiwanda Avenue. It is a two-span continuous 2.80 meter deep cast-in-place prestressed concrete box girder bridge approximately 129 meters in length and up to 46 meters in width.

In addition there were storm drainage improvements, utility relocations, streetlight, signals, irrigation, and landscaping. Agencies included local cities, Caltrans, RCFC and Riverside County Transportation Department.

Leighton performed geotechnical observation and materials testing for the project. Because construction impacted the already busy I-15, significant night work was scheduled. For example, Leighton provided concrete inspection during a massive concrete pour of 2,200 cubic meters of concrete for the bridge deck; our team worked from 4:00 pm to 5:00 am to meet the project requirements by providing Caltrans Certified Concrete technician on site and another technician at the batch-plant sampling aggregates from the belt. Our technicians prepared concrete cylinders and performed unit weight test; then transported the samples to our laboratory after 24 hours of casting. Concrete cylinders were tested for compressive strength at different time intervals as per the project specifications. Gradation tests were also conducted on collected aggregate samples in our laboratory. All test results were compiled and presented to our client in a timely manner in accordance with the project schedule.

BEAUMONT AVENUE BRIDGE | Loma Linda

Client

**San Bernardino
County/Harris and
Associates**

Wael Faqih

wfaqih@falcon58.com

951.278.4679

Agency Oversight

San Bernardino County

The replacement of Beaumont Avenue Bridge in Loma Linda is part of the larger San Timoteo Creek Flood Control Project. The need for increased flood control and the protection of life and property are the primary purposes for the project, but other benefits include the creation of a wildlife corridor and recreational trail system, and a link between Redlands and San Timoteo Canyon with Loma Linda. The new bridge is 50-foot-wide, 200-foot-long, two-span bridge with two lanes in each direction.

Leighton was contracted to provide geotechnical observation and testing and materials testing services for the project including compaction; laboratory Proctor and R-value testing of the roadway embankment; structure materials and aggregate base; AC paving testing of asphalt concrete; and concrete cylinder and unit weight testing of structural concrete. All work was performed under Caltrans specifications and test methods.

RAMONA AVENUE/UPRR GRADE SEPARATION | Montclair

Client

**San Bernardino
Association of
Governments**

Garry Cohoe
gcohoe@sanbag.ca.gov
909.884.8276

Agency Oversight

- ✓ Caltrans
- ✓ FHWA
- ✓ City of Montclair

The Ramona Avenue/UPRR grade separation has two major phases: bridge construction and the reconstruction of three intersections, paving, utility relocation, and detour construction and street and drainage improvements. The new 267-foot-long, three-span, concrete box girder, four-lane bridge over the Union Pacific railroad tracks will provide two travel lanes and a left turn pocket in each direction, a striped median and sidewalk.

Leighton provided Caltrans and ACI certified technicians for materials testing services including sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement pursuant to Caltrans requirements. During concrete pours, Leighton provided technicians on site to observe slump temperature, unit weight and air content, collect concrete cylinders, and verify mix design. Simultaneously, a technician at the batch collected aggregate samples and checks batch weight. Samples were transported to Leighton's Caltrans certified lab with test results transmitted via email meeting project requirements. All Leighton inspectors on the project had multiple Caltrans certifications to perform all inspection requirements efficiently, reducing the number of inspectors needed, thus reducing the labor costs.

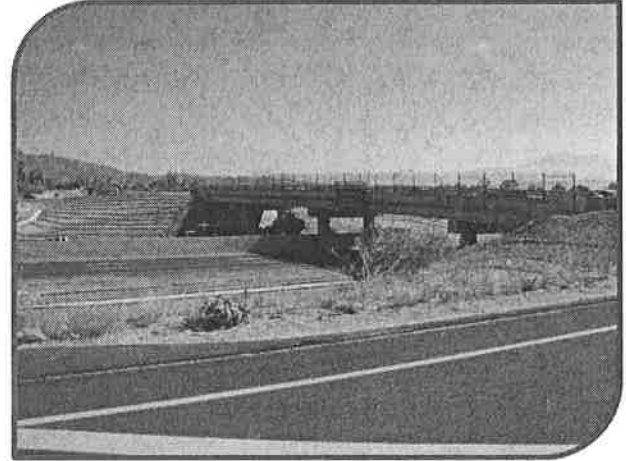
During construction, the contractor identified a fiber-optic line in close proximity to proposed driven piles to support one of the bridge piers. An alternative foundation design was preferred to removal and rerouting of the fiber-optic line which would cause delays and expense to the project. The footings of one bent were redesigned, and Leighton was consulted to evaluate the proposed changes and recommend an alternative foundation system.

The CM team was concerned about the potential for damaging these existing critical interstate fiber optic lines during pile driving and it was critical for these lines to remain in continuous service. Rerouting these lines with conventional cut excavation was considered unfeasible as they were relatively deep, installed by micro tunneling. Leighton was asked to work with the bridge structural designer, Parsons, to evaluate the feasibility of installing Caltrans standard Cast-In-Drilled-Hole (CIDH) concrete piles to support this proposed bridge pier. Based on pile driving records from the adjacent piers and abutments, and previous design geotechnical-exploration data from others, Leighton evaluated the geotechnical feasibility of using CIDH piles to support this one bridge pier. Sufficient conservativeness was discovered in the pile design by others, such that CIDH piles were deemed feasible to support this pier above and adjacent to these existing critical fiber optic lines. The issue was resolved within a few days, to reduce construction delays. Removal and rerouting of fiber-optic lines might have caused additional delays and expenses, and may not have been feasible in any case due to the depth of these lines in an area of numerous other utilities.

PROJECT APPROACH/UNDERSTANDING

Project Understanding

The SR-60 / Nason project consists of a new bridge overcrossing (OC), widening of on/off ramps, retaining walls, utility relocations, sound wall, and associated Asphalt Concrete and Portland Cement Concrete paving. Overall project schedule is 255 days. However, we understand that actual construction will be completed in 189 working days and require some minor weekend and night work. The project will be generally located within the Caltrans right-of-way (ROW) and performed in three stages:



- ✓ Stage 1 (1A through 1D):- This stage generally consists of construction of Nason Street OC (west side) and associated improvement along west side of Nason Street. This phase also includes construction of a sound wall and improvements to SR-60 EB off-ramp.
- ✓ Stage 2 (2A through 2C):- This stage generally consists of construction of Nason Street OC (east side) and associated improvement along east side of Nason Street. This phase also includes construction of pavement on SR-60 EB on-ramp.
- ✓ Stage 3: Miscellaneous improvement including concrete termini on WB off ramp and pavement on north side of SR-60.

Leighton also understands that the landscape phase of this project may proceed immediately after construction of the proposed improvements and City desires that a separate scope and budget be included as part of this proposal.

Leighton will perform the material testing and geotechnical inspection services in accordance with the City's approved Quality Assurance Program (QAP), California Department of Transportation (Caltrans) Construction Manual, Chapters 3, "Control of Materials" and Chapter 6, "Sample Types and Frequencies", and applicable ASTM Test Methods and federal requirements.

Approach and Management Plan

As indicated above, the SR-60 / Nason project is located within Caltrans ROW and hence all testing methods, procedures, and frequencies will comply with the contract specifications, and Caltrans Testing Manuals and Guidelines. Our approach is straight forward and based on our past experience on numerous similar projects within Moreno Valley and other Cities in southern California. We will assign the most qualified staff to this project and implement a pro-active management plan to execute and deliver the required field and laboratory testing on time and under budget. We familiarize ourselves with the project plans and specifications and meet with your construction management team to discuss field testing procedures and schedule expectations so any overlap in scope and/or field inspection is eliminated. We will also work closely with the City's construction team to identify up front any potential geotechnical and materials testing issues to prevent or reduce any construction delays or claims for extra work.

POTENTIAL GEOTECHNICAL/MATERIALS TESTING ISSUES	PROPOSED SOLUTIONS
Weekend or Night Work: Although our field technicians/inspectors will be available for field testing when needed, our laboratory technicians will typically be available during normal work hours/shifts. If laboratory testing is required the same day, such testing can only be performed during normal hours of next Monday or next working day, which may cause delay in responding to field testing and schedule.	Our field technicians/inspectors have faced such conditions on similar projects and were able to coordinate with our laboratory to perform required testing after normal hours or on weekends so work progress is not impeded or delayed. When feasible, we can also coordinate laboratory testing ahead of field testing for import soils or can perform some laboratory testing onsite (such as CT 216) and provide contractor same day results.
Grading/Backfilling: The proposed improvements include widening of existing ramps and backfilling of retaining walls. Such activities will require benching/transitioning from old to new fill. If not performed properly, this can cause to future settlement resulting in detrimental distress to surface improvements/ pavement.	Our field inspectors/technicians can readily identify such conditions and help contractors implement proper procedures to properly place new fill over existing slopes and allow for effective transitioning and removal of loose soils.
Suitable Street Subgrade: The pavement structural sections are designed based on R-value testing results from limited exploratory borings. The final pavement section will require verification of subgrade soils by geotechnical consultant at completion of grading.	Our field inspectors/technicians will be proactive in coordinating with the CM and Contractor to identify the source of materials to be placed in the street subgrade so minimal design changes and delays are incurred during construction.
Effective Soils Compaction: It is critical that an adequate compaction is achieved during earthwork construction to prevent future distress or failure of underground structures, bridge abutments, and pavement subgrade. When importing and potentially mixing with onsite soils, it is expected that applying the correct "maximum wet density" and achieving proper compaction is likely to pose a challenge during fill placement.	Our field inspectors/technicians have the experience to deal effectively with such challenges and can readily identify changes in soils so proper maximum densities are applied. We can proactively perform the required laboratory testing in our in-house laboratory or in the field so that results are provided in a timely manner to the contractor.

Staffing Plan and Expected Duties

MR. SIMON SAIID, PE, GE, will be the **PROJECT MANAGER AND GEOTECHNICAL ENGINEER** for this project and will have direct responsibility for Leighton’s services throughout the contract. Mr. Saiid has more than 23 years of geotechnical engineering and material testing experience and very familiar with Caltrans testing methods and procedures. As part of his responsibilities on this project Mr. Saiid will perform the following:

- Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced testing methods and protocols.
- Review and thoroughly understand geotechnical and soils reports, materials testing lab, reports, contractor submitted mix reports, and other like documentation.
- Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements for conformance to the plans and specifications.
- Participate in pre-construction meetings, field meetings, construction progress meetings, final walk-through meetings, as-built plan completion meetings, equal opportunity meetings, and other administrative meetings as necessary.

- Monitor and report on the Contractor's extra work as it relates to geotechnical sampling, testing and reporting, field and laboratory materials testing.
- Assist in the negotiation of change orders as they relate to geotechnical sampling, testing, and reporting, as requested by the City.
- Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action.
- Prepare and maintain all geotechnical inspection and testing records as they relate to earthwork materials testing and compaction testing.
- Provide labor compliance reports and certified payroll. Any re-tests (not due to Leighton's errors) will be identified separately on the invoice.

Leighton will dispatch multi-certified and cross-trained technicians/inspectors who are certified to provide the required soils, concrete and/or asphalt field tests, so that one technician can provide, when feasible, all of the needed tests for that day, cost-effectively and efficiently. We also believe that technician continuity is important to provide uninterrupted communication, and to make sure all construction materials/components are properly tested. As such, **BRANDON THOMAS**, who has extensive Caltrans related experience and demonstrated leadership qualities, will be our **LEAD TECHNICIAN/INSPECTOR** for geotechnical inspection and materials testing on this project. He has recent relevant experience providing geotechnical field observations, and concrete sampling and testing on Date Palm Drive Interchange improvements project. Mr. Thomas and our other technicians assigned to this project will possess at minimum the following qualifications:

- Expertise in geotechnical matters related to storm drain and roadway construction and bridge/roadway construction and grading, knowledge of the local area soils and geology, and relevant Caltrans' practices and test methods
- Safe and proper use of Nuclear Gauge for compaction testing of soils
- Implementation of proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC
- Ability to provide field test results immediately to the City's Consultant Resident Engineer and/or Inspector
- Review contractor submittals, sample/test frequency protocols and criteria for acceptable results and provision of materials and compaction reports
- Keep daily (when on-site) geotechnical field notes and take photographs of the field sampling and geotechnical inspection work, including photographic evidence of noncomplying materials or work. A daily report identifying work done by the geotechnical technician will be submitted to City's Consultant Resident Engineer and/or Inspector on the same day or by the next business day for review and filing

Resource Matrix

In accordance with the scope of services and the RFP, the Tables on the following pages provides a summary of estimated amount of construction inspection and materials testing for the two phases of this project, construction and landscaping. A detailed cost breakdown is provided in the fee proposal. The resource allocation matrix is based on Leighton's experience on similar projects and the requirements included in the RFP. The actual hours needed during construction will primarily depend on the completeness of construction/bid documents, contractor's procedures, conditions encountered during construction and familiarity with onsite soils.

CONSTRUCTION PHASE					
WORK TASK	HOURS				
	GE/PM	Staff Eng/Geol	Soil Tech	ACI Tech	Project Admin.
OFFICE ACTIVITIES					
1 Review and thoroughly understand all contract documents, including construction drawings, specifications and referenced testing methods and protocols	8	8	8	8	
2 Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix, reports, and other like documentation	4	4	4		
3 Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements	8	4	4	4	
4 Participate in a precon, field progress, and walk-through meetings, or any necessary meetings requested by the City	8	4	8	4	
5 Monitor and report on Contractor's extra work as it relates to geotechnical responsibilities sampling, testing and reporting field and laboratory materials testing	8	6	12	8	12
6 Assist in the negotiation of change orders as they relate to geotechnical responsibilities sampling, testing and reporting, as requested by the City	8		4		2
7 Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action to the Engineer	8	8	4		2
8 Prepare and maintain all geotechnical files, daily inspection records including site photos, project status report, and relevant records as they relate materials testing	8	8	8	8	20
9 Prepare and maintain records of geotechnical work and requested and completed computer files, daily inspection reports, and all geotechnical related records	8	10	8	8	24
10 Provide labor compliance reports and certified payroll of the Consultant's field work.	16	8			28
Total Office Hours =	84	60	60	40	88
FIELD ACTIVITIES (soils and concrete testing)					
Stage 1A	8	8	140	160	
Stage 1B	4	4	4	32	
Stage 1C	4	4	76	8	
Stage 1D	4	4	60	8	
Stage 2A	8	8	76	8	
Stage 2B	4	4	4	120	
Stage 2C	4	4	60	100	
Stage 3	4	4	40	44	
Total Field Hours =	40	40	460	480	0
TOTAL LABOR RESOURCE ALLOCATION	124	100	520	520	88

LANDSCAPING PHASE						
WORK TASK	HOURS					
	GE/PM	Staff Eng/Geol	Soil Tech	ACI Tech	Project Admin.	
OFFICE ACTIVITIES						
1	Review and thoroughly understand all contract documents, including construction drawings, specifications and referenced testing methods and protocols	1		1	1	
2	Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix, reports, and other like documentation	1		1		
3	Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements	1		1	1	
4	Participate in a precon, field progress, and walk-through meetings, or any necessary meetings requested by the City	4			1	
5	Monitor and report on Contractor's extra work as it relates to geotechnical responsibilities sampling, testing and reporting field and laboratory materials testing	1				1
6	Assist in the negotiation of change orders as they relate to geotechnical responsibilities sampling, testing and reporting, as requested by the City	1				2
7	Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action to the Engineer	1	2			1
8	Prepare and maintain all geotechnical files, daily inspection records including site photos, project status report, and relevant records as they relate materials testing	1	1	1	1	2
9	Prepare and maintain records of geotechnical work and requested and completed computer files, daily inspection reports, and all geotechnical related records	1	1			2
10	Provide labor compliance reports and certified payroll of the Consultant's field work.	2				2
Total Office Hours =		14	4	4	4	10
FIELD ACTIVITIES						
	Soils and concrete testing and sampling	4	8	60	20	0
Total Field Hours =		4	8	60	20	0
TOTAL LABOR RESOURCE ALLOCATION		18	12	64	24	10

TOTAL LABOR RESOURCE ALLOCATION SR-60/ NASON STREET OVERCROSSING IMPROVEMENTS PROJECT

	GE/PM	Staff Eng/Geol	Soil Tech	ACI Tech	Project Admin.
CONSTRUCTION PHASE	124	100	520	520	88
LANDSCAPING PHASE	18	12	64	24	10
PROJECT TOTAL	142	112	584	544	98

SUBCONSULTANT: AP ENGINEERING, INC.

Laboratory Testing -Construction Phase

Perform soils and concrete testing including sample pickup	14.1% QTY	of total budget % Of Project Total Qty
Sieve Analysis - soil & aggregate	6	50%
Sand Equivalent - soil & aggregate	10	67%
Expansion Index	8	100%
Specific Gravity - Coarse	10	67%
Sulfate Content	6	75%
Maximum Density / Proctor	2	40%
Maximum Density / CT-216	4	10%
R-value	3	50%
Concrete Cylinders	340	74%
Flexural Strength of Concrete	8	100%
Durability Index	10	67%
Cleanness Value of Coarse Aggregate	10	67%
Extraction by ignition	4	50%
Mix Design Review	2	50%
Tensile Strength Up to No. 10	10	50%
Pick up Delivery of cylinders, cubes, etc.	80	73%

Laboratory Testing - Landscaping Phase

Perform soils and concrete testing including sample pickup	14.1% QTY	of total budget % Of Project Total Qty
Sieve Analysis - soil & aggregate	2	50%
Sand Equivalent - soil & aggregate	3	75%
Expansion Index	4	100%
Sulfate Content	4	100%
Maximum Density / Proctor	2	40%
Concrete Cylinders	16	100%
Sieve of fine and coarse aggregate	4	100%
Pick up/Delivery of samples	12	100%

Work Plan and Schedule

Leighton's approach and work plan for the materials testing and geotechnical services associated with the proposed improvements are summarized below.

Communication and Reporting

The Leighton project manager will attend the pre-construction meeting to establish and understand (1) points of contact, (2) site access and safety protocols, and (3) distribution of daily reports/results, etc. Daily Field Reports (DFRs) will be written and distributed to the Construction inspector and project Resident Engineer for review and signature. Leighton will work primarily with the CM field representative, who is expected be on-site daily to (1) schedule our personnel, (2) supervise various contractors' activities and (3) respond to deficiencies in earthwork and/or materials, if necessary.

Site Safety

Leighton personnel will notify the contractor's site representative, and/or Construction Manager (CM) field representative or as specified for this project, whenever they arrive to site. Although site safety is the responsibility of the contractor, Leighton will work with the construction team to achieve a safe work environment. Our field personnel are provided with conventional and customary personal protection for construction sites, including hard hats, safety glasses, safety gloves and reflective vests. Any other standard safety equipment can be provided if requested, possibly at an additional cost depending on the request.

Field Testing Proposed Scope of Work

Leighton will provide geotechnical and materials testing services for SR-60 / Nason Street Interchange Improvements project in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and Caltrans' Quality Assurance Manual. Our scope and approach to field and laboratory testing services are described in the following subsections:

1. Field Testing and Sampling

Leighton will perform "Field Compaction Testing" for soil, aggregate and HMA and concrete sampling per project specifications and Caltrans applicable test methods. More specifically, our QA testing will generally follow the following criteria:

- a. Density and Compaction of soils and aggregate: minimum 5 test sites (using CT 231) tests on for 800 m² or more; less than 800 m² minimum 3 test sites.
- b. Density and Compaction of HMA: Take 100-mm diameter cores at least once every 5 business days or take 1 core for every 225 tonnes of HMA from random locations.
- c. Concrete sampling and testing of delivered concrete and batch plant sampling of aggregates as requested.

2. Laboratory Testing

Leighton will perform laboratory "Acceptance Testing" in accordance with the "Sampling and Testing Frequency" per Caltrans Construction Manual Chapter 6 and/or as requested by the project construction manager/resident engineer. This acceptance testing will include, but may not be limited to, the following:

- a. Concrete Acceptance – concrete should comply with Section 90 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:
 - Slump ASTM C 143 / Penetration CT 533
 - Compressive Strength CT 521
 - Air Content CT 504
 - Flexural Strength CT 523

- b. HMA Acceptance – HMA should comply with Section 39 of the Standard Specifications and Special Provisions for this project). Verify HMA Mix Design (frequency – 1 per mix)
- c. Aggregate Base Acceptance –Aggregate base should comply with Section 26 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:
 - Gradation CT 202
 - Durability CT 229
 - R-Value CT 301
 - Sand Equivalent CT 217
- d. Structural Backfill for and roadway embankment (import and site soils) Earthwork shall conform to the provisions in section 19 of the Standard Specifications and the Special Provisions for this project. Testing may include the following:
 - Expansion Index ASTM D 4829
 - R-Value CT 301
 - Sand Equivalent CT 217
 - Gradation CT 202

3. Documentation

Leighton will prepare and maintain the following records of sampling and testing for the project:

- a. Copies of the labs certifications and technicians certifications
- b. Acceptance Testing Sampling and Testing Log
- c. Certificates of Proficiency for samplers and testers
- d. Daily Reports for Acceptance Testing activities
- e. Acceptance Testing Laboratory Results

Scheduling/Dispatching

Leighton can begin providing services to the City of Moreno Valley immediately upon receipt of a signed/written authorization to proceed. Leighton appreciates at least two working days advance notice for scheduling the field personnel on the first day of services. Work thereafter may be scheduled with a full (24 hours) one working day advance notice. As indicated before, the CM representative will contact Leighton to schedule all fieldwork, and help avoid unproductive site visits or standby time.

Quality Control and Assurance

As required for certification, Leighton materials testing laboratory has a current, reviewed and approved Quality Manual. All laboratory results are reviewed by a California licensed Civil Engineer before final results are transmitted to Construction team. All Leighton field personnel will be certified for the test they are dispatched to perform. In support of all of these field services, Leighton will provide project management, supervision and internal quality control of the services provided. Leighton also has an internal Quality Manual that applies to all field and laboratory work.

APPENDIX

PROFESSIONAL CONSULTANT CONSTRUCTION MATERIALS
TESTING AND GEOTECHNICAL SERVICES
CITY OF MORENO VALLEY

PROPOSAL STATEMENTS

Change in Consultant Personnel

Leighton Consulting, Inc. acknowledges and understands that the Leighton will not be allowed to change a sub-consultant without written permission from the City.

Not-To Exceed Fee

All charges submitted with and made a part of this proposal for Leighton's services are submitted as a Not-to Exceed Fee and include *conservatively estimated reimbursable expenses*.

Project Documentation

As customary for services performed, Leighton will document and provide the results of the work to the satisfaction of the City. This will include preparation of field and other daily documentation prepared onsite which will be provided to the City's Project Inspector and Engineer immediately. Final as-graded reports will be provided within seven days. Laboratory test results will be distributed less than 48 hours from completion. Leighton also has the capability to provide test results through a secure web-based portal.

Defects or Hazardous Conditions

Leighton will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site.

Hourly Rate Schedule

Submitted in a separate sealed envelope as part of this Proposal submittal.

Leighton understands and agrees that all extra work will require prior approval from the City. Estimated number of hours for Project Number: 07-41570024 are included in the Resource Matrix, beginning on page 15.

Non Discrimination Policy

It is the policy of Leighton Group, Inc. to employ, advance in employment, and otherwise treat all employees and applicants for employment without regard to race, color, religion, sex, age, national origin, physical or mental disability, or Vietnam-era or disabled veteran status.

Leighton Group, Inc. has established an Affirmative Action Plan to promote the employment and advancement of members of those covered groups identified by statute and regulations, including minorities, women, qualified disabled individuals and disabled veterans and Vietnam-era veterans.

Federal Laws And Regulations

Leighton shall comply with all federal laws and regulations, or any state or local laws or regulations.

Contract Records Availability

Leighton Consulting will allow authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

Davis-Bacon Fair Labor Standards

Leighton Consulting shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California

Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Copeland Anti-Kickback Act

Leighton Consulting shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Clayton Act and Cartwright Act

Leighton Consulting offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

Subconsultant Qualifications

Leighton has made the selection of subconsultants carefully, and acknowledges and understands that we will not be allowed to change a sub-consultant without written permission from the City.

AP Engineering and Testing Will supplement Leighton capabilities in providing laboratory testing for quality of materials.

AP Engineering is a Caltrans certified testing laboratory and is currently supporting Leighton on the Heacock Bridge replacement, and the Tippecanoe Overcrossing in San Bernardino and other smaller projects.

Relevant Experience for AP Engineering and Testing

Project Name: SR-210/Segment 2
Project Description: Performed numerous laboratory geotechnical tests for use in design of SR 210 Segment 2 in San Bernardino County
Location: San Bernardino County
Client: MCE Group
Contact/Phone: Houman Mekarechi
Local Agencies involved: SANBAG, Caltrans
Project Name: I-405 Sepulveda Pass HOV Lane
Project Description: Provided laboratory soils testing including moisture density, grain size analysis, direct shear, consolidation, Atterberg limits, corrosion, compaction, expansion Index and R-value.
Location: Los Angeles County
Client: Kleinfelder/HNTB/Kiewit
Contact/Phone: Larry Perko, P.E., 949-727-4466
Local Agencies involved: Caltrans
Project Name: I-405/SR-55 Transitway
Project Description: Performed numerous geotechnical tests for the design of the I-405/SR55 Interchange.
Location: orange County
Client: CH2M Hill
Contact/Phone: Brad Hardesty, 714-429-2000
Local Agencies involved: OCTA, Caltrans
Project Name: Foothill Transportation Corridor South

Project Description: Performed numerous laboratory geotechnical tests for the design-build of the Foothill Corridor South.

Location: South orange County

Client: Kleinfelder

Contact/Phone: Eric Pond, 949-727-4466

Local Agencies involved: TCA

Project Name: Metro Exposition LRT Phase I, Downtown L.A.

Project Description: Performed numerous laboratory geotechnical tests for the design-build of the Metro Light Rail Exposition Line Phase I

Location: Los Angeles

Client: Leighton Consulting

Contact/Phone: Djan Chandra, 949-250-1421

Local Agencies involved: MTA, Caltrans



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

October 8, 2012

Proposal No. P611-00817

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

Attention: Ms. Margery Lazarus, PE, Senior Engineer

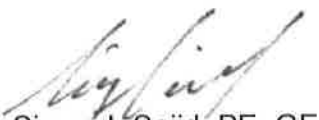
**Subject: Addendum to our Geotechnical and Material Testing Services
Proposal for SR-60/Nason Street Overcrossing Improvements
City of Moreno Valley's Capital Projects Division; PN 07-41570024**

In accordance with your request, we are pleased to present this addendum to our submitted proposal for the subject project dated August 16, 2012. This addendum is to primarily update our cost estimates and provide clarifications in response to your questions or comments discussed during our telephone conversation on October 4, 2012. As such, we clarify as follows:

- Our revised cost estimate is as shown in attached tables 1 and 2, which include anticipated participation of our DBE subconsultant. In the event AP Engineering is unavailable to fulfill such participation, we will seek services provided by other DBE consultants subject to prior approval by the City.
- As indicated in proposal, our lead field technician for this project will be Brandon Thomas. Mr. Thomas will be supported by other Caltrans certified technicians, when needed, including Michael Thompson and Scot Watson.

If you have any questions regarding this addendum or need any more information, please don't hesitate to contact me at 951-252-8013 or ssaid@leightongroup.com.

Respectfully submitted,
LEIGHTON CONSULTING, INC.



Simon I. Saaid, PE, GE
Principal Engineer

Attachments: Table 1 - Breakdown of Cost Estimate – Construction Phase
Table 2 - Summary of Cost Estimate for – Landscaping Phase and both Phases

Distribution: Addressee (via email)

41715 Enterprise Circle N., Suite 103 ■ Temecula, CA 92590-5661
951.296.0530 ■ Fax 951.296.0534



TABLE 1 - Construction Phase

Cost Estimate for Soils and Material Testing

SR-60/Nason Street Interchange Improvement Project, Project No. 07-41570024

LEIGHTON CONSULTING, INC.										
1. DIRECT LABOR	2012			2013 (keeping same if completed in 9 month starting Nov'12)			2014			
	HOURS	HOURLY RATE	COST	HOURS	HOURLY RATE	COST	HOURS	HOURLY RATE	COST	
Field Technician (PW - Leighton)	120	\$39.39	\$4,727	640	\$39.39	\$25,210				
Project Manager (Simon Saïid, PE, GE)	14	\$50.63	\$709	54	\$50.63	\$2,734				
Staff Engineer/Geologist	18	\$24.00	\$432	44	\$24.00	\$1,056				
Administrative Assistant	20	\$18.00	\$360	60	\$18.00	\$1,080				
TOTAL	172		\$6,228	798		\$30,080	0		\$0	
							TOTAL COST		\$36,307	
2. INDIRECT COSTS (2011 Audited)							TOTAL DIRECT LABOR (from above)			
	INDIRECT RATE (%)		X BASE =		COST					
overhead	51.00%		\$36,307		\$18,517					
G&A	130.70%		\$36,307		\$47,454					
							TOTAL INDIRECT		\$65,970	
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)							\$102,277			
4. FIXED FEE OR PROFIT (specify, applies to line 3 only)							PERCENT		FEE (S)	
Profit							10.00%		\$10,228	
							TOTAL FEE		\$10,228	
5. OTHER DIRECT COSTS (specify)										
Mileage	8625	miles @	\$0.51	/mile	\$4,399					
Reproduction	1000	pages @	\$0.00	/page	\$0					
Sample Pick Up	80	trips @	\$80	/trip	\$6,400					
Laboratory Testing (see Schedule II)					\$53,837					
							TOTAL OTHER DIRECT		\$64,636	
6. TOTAL PROPOSED PRICE (sum of lines 3, 4 and 5)							\$177,141			

Total AP Engineering (both phases) =	\$27,646
Total Leighton Consulting (both phases) =	\$169,555
Total Leighton Consulting (both phases) =	\$197,201



Leighton

TABLE 2 - Landscape Phase

Cost Estimate for Soils and Material Testing

SR-60/Nason Street Interchange Improvement Project, Project No. 07-41570024

LEIGHTON CONSULTING, INC.			2012			2013 (keeping same rates if completed in 9 month starting			2014		
1. DIRECT LABOR	HOURS	HOURLY RATE	COST	HOURS	HOURLY RATE	COST	HOURS	HOURLY RATE	COST		
Field Technician (Prevailing Wage)				80	\$39.39	\$3,151	0				
Project Manager (Simon Saiid, PE, GE)				6	\$50.63	\$304	0				
Staff Engineer/Geologist				4	\$24.00	\$96	0				
Administrative Assistant				6	\$18.00	\$108	0				
TOTAL	0		\$0	96		\$3,659	0		\$0		
TOTAL DIRECT LABOR (from above)									\$3,659		
2. INDIRECT COSTS (2011 Audited)		INDIRECT RATE (%)	X BASE =	COST							
overhead		51.00%	\$3,659	\$1,866							
G&A		130.70%	\$3,659	\$4,782							
							TOTAL INDIRECT		\$6,648		
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)									\$10,307		
4. FIXED FEE OR PROFIT (specify, applies to line 3 only)		PERCENT	X BASE =	FEE (\$)							
Profit		10.00%	\$10,307	\$1,031							
							TOTAL FEE		\$1,031		
5. OTHER DIRECT COSTS (specify)											
Mileage	800 miles @		\$0.51 /mile	\$408							
Reproduction	1000 pages @		\$0.00 /page	\$0							
Sample Pick Up	8 trips @		\$80 /trip	\$640							
Laboratory Testing (see Schedule II)				\$7,674							
							TOTAL OTHER DIRECT		\$8,722		
6. TOTAL PROPOSED COST (sum of lines 3, 4 and 5)									\$20,060		



SCHEDULE II - OTHER DIRECT COSTS SCHEDULE

Laboratory Testing- Both Construction and Landscaping Phases

SR-60/Nason Street Interchange Improvement Project, Project No. 07-41570024

Task	Type of Other Direct Cost (ODC)	Quantity	Unit Rate	Budget Amount	AP Engineering	
Laboratory Testing - Construction Phase						
8008	Sieve Analysis - soil & aggregate	12	\$ 110	\$ 1,320	\$ 660	
8022	Sand Equivalent - soil & aggregate	15	\$ 105	\$ 1,575	\$ 1,050	
8143	Expansion Index	8	\$ 131	\$ 1,048	\$ 524	
8013	Specific Gravity - Coarse	15	\$ 100	\$ 1,500	\$ 1,200	
8054	Sulfate Content	8	\$ 68	\$ 544	\$ 544	
8100	Maximum Density / Proctor	5	\$ 220	\$ 1,100	\$ 1,100	
8000	Maximum Density / CT-216	40	\$ 250	\$ 10,000	\$ 8,000	
8090	R-value	6	\$ 310	\$ 1,860	\$ 620	
7200	Concrete Cylinders	460	\$ 25	\$ 11,500	\$ -	
7240	Sieve of fine and coarse aggregate	44	\$ 135	\$ 5,940	\$ 4,725	
7376	Flexural Strength of Concrete	8	\$ 65	\$ 520	\$ -	
7247	Durability Index	15	\$ 200	\$ 3,000	\$ 1,500	
7248	Cleanness Value of Coarse Aggregate	15	\$ 210	\$ 3,150	\$ 840	
7352	Bulk specific gravity - cores	20	\$ 55	\$ 1,100	\$ -	
7353	Maximum Density - Hveem	4	\$ 125	\$ 500	\$ -	
7377	Moisture content of asphalt	8	\$ 60	\$ 480	\$ 240	
7358	Extraction by ignition	8	\$ 200	\$ 1,600	\$ 800	
7206	Mix Design Review	4	\$ 250	\$ 1,000	\$ -	
7300	Tensile Strength Up to No. 10	20	\$ 45	\$ 900	\$ -	
7301	Tensile Strength No. 11 and over	10	\$ 100	\$ 1,000	\$ -	
7302	Bend Test Up to No. 11	20	\$ 45	\$ 900	\$ -	
	Misc./additional Lab Testing	ls	na	\$ 3,300	\$ 3,300	
				Subtotal	\$ 53,837	\$ 25,103
Laboratory Testing - Landscaping Phase						
8008	Sieve Analysis - soil & aggregate	4	\$ 110	\$ 440	\$ 440	
8022	Sand Equivalent - soil & aggregate	4	\$ 105	\$ 420	\$ 420	
8143	Expansion Index	2	\$ 131	\$ 262	\$ 131	
8054	Sulfate Content	4	\$ 68	\$ 272	\$ 272	
8100	Maximum Density / Proctor	4	\$ 220	\$ 880	\$ 880	
7200	Concrete Cylinders	8	\$ 25	\$ 200	\$ -	
1111	Major and minor nutrients	4	\$ 600	\$ 2,400	\$ -	
1112	Growth trials to determine herbicide	2	\$ 1,200	\$ 2,400	\$ -	
	Misc./additional Lab Testing	ls	na	\$ 400	\$ 400	
				Subtotal	\$ 7,674	\$ 2,543
				Total Laboratory Testing =	\$ 61,511	

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$197,201.
2. The Consultant 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.moval.org/do_biz/biz-license.shtml
3. The Consultant shall notify the City in writing ten (10) days in advance of incurring costs at the following milestones: 50%, 75%, and 90% of expended budget. The City will monitor Consultant's expenditure levels in comparison to the physical construction work completed, and if progress is satisfactory in the judgment of the City, City will provide written authorization to proceed to the next milestone. City reserves the right to adjust staffing levels and personnel as appropriate. Consultant shall not change any personnel or subconsultants without prior authorization by the City.
4. The Consultant will submit an invoice to the City once a month 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 during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be

EXHIBIT "D"

final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

5. The Consultant 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.moval.org/city_hall/forms.shtml#bf

6. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City Purchase Order Number
 - E. City-provided Reference Number (e.g. Project, Activity)
 - F. 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 that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
7. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchnng\Construction - Nason\Consultant\Geotechnical\Nason\Agreement\Agreement - Geotechnical -TUMF Zonal.doc



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SW</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION SURVEY SERVICES WITH PSOMAS FOR SR-60/NASON STREET OVERCROSSING BRIDGE IMPROVEMENTS – PROJECT NO. 802 0003 70 77-4821

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the “Agreement for Professional Consultant Services” with PSOMAS (PSOMAS), 1500 Iowa Avenue, Suite 210, Riverside, CA 92507-2465, to provide professional survey services during construction of the SR-60/Nason Street Overcrossing Bridge improvements for a total agreement amount not to exceed \$159,951.
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.
3. Authorize the City Manager to execute said “Agreement for Professional Consultant Services” with PSOMAS.
4. Authorize the issuance of a Purchase Order totaling \$159,951 to PSOMAS when the contract has been signed by all parties.

BACKGROUND

Phase 1 of improvements at SR-60/Nason have been completed and consisted of new ramps and traffic signals. Phase 2 improvements, the SR-60/Nason Overcrossing Bridge, is a key project in the City's Economic Development Action Plan. Improvements are designed to replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On November 29, 2007, Caltrans approved the Initial Study/Negative Declaration for the project. The "project" was defined as both SR-60/Moreno Beach Interchange and SR-60/Nason Overcrossing.

On January 13, 2009, the City Council reprioritized capital projects funded by Redevelopment Agency (RDA) bonds and allocated funds to the SR-60/Nason Overcrossing project. Caltrans completed a subsequent environmental revalidation on September 8, 2010, for the project.

On May 25, 2010, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer construction of the project. The Construction Cooperative Agreement was subsequently amended on May 1, 2012, and again on July 5, 2012 for adjustments to funding. On July 17, 2012, Caltrans issued an Environmental Certification for the project. Design was completed and approved by Caltrans and FHWA on September 12, 2012, and the project was advertised for bids on September 13, 2012.

DISCUSSION

The Construction Cooperative Agreement with Caltrans requires that the City meet Caltrans field survey requirements on the project. The City issued a Request for Proposal (RFP) to provide survey services based on the construction plans, specifications, and Caltrans requirements. On August 16, 2012, staff received two (2) proposals. City staff reviewed the proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel, and project approach.

Staff has completed negotiations with the top-ranked survey firm and is recommending awarding a professional services agreement for construction-related survey services to PSOMAS. The scope consists of surveying services for the bridge replacement and installation of landscape and hardscape. Services performed will be on an as-needed basis, and will consist of field survey layout under the direction of a licensed Land Surveyor, providing all required survey equipment and experienced staff within 48 hours' notice, setting monument ties and staking all proposed improvements in accordance with the Caltrans Survey Manual. A purchase order for \$159,951 will be issued for this agreement.

Federal funds require the establishment of project goals for use of Disadvantaged Business Enterprises (DBE). The consultant has met or exceeded the 14% minimum project goal for Disadvantaged Business Enterprise (DBE) participation to be eligible for award.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes “placeholder” line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City’s General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will comply with the Caltrans Construction Cooperative Agreement requiring the City to meet Caltrans professional survey requirements and facilitate the timely construction of needed improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will significantly delay the construction of needed improvements and could result in the loss of Federal and State funds.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program and is currently funded using Successor Agency Tax Allocation Bond funds (TABs), State-Local Partnership Program (SLPP) grant funds, Surface Transportation Program – Local (STPL) funds, and Developer Impact Fee (DIF) Interchange Improvements Capital Projects Funds. These funds have been allocated for the SR-60/Nason Overcrossing improvement project and cannot be utilized for operational activities.

STPL funds have an 11.47% match requirement, which will be met with Successor Agency to RDA funds. SLPP funds require a 50% match from DIF Interchange funds. There is no impact to the General Fund.

FY 2012/2013 AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds	
(Account 4821-70-77-80003 802 0003 70 77).....	\$ 12,088,000
STPL Funds (Account 2001-70-77-80002 802 0003 70 77).....	\$ 6,100,000
SLPP Funds (Account 2001-70-77-80002 802 0003 70 77).....	\$ 1,000,000
DIF Interchange Funds (Account 3311-70-77-80002 802 0003 70 77).....	\$ 950,000
Total FY 2012/2013 Project Budget	\$ 20,138,000

FY 2012/2013 ESTIMATED COSTS

Construction Cost (estimate including contingency).....	\$ 13,200,000
Construction Support Services (Design Consultant)	\$ 169,000
Construction Support Services (Construction Management & Inspection)...	\$ 1,947,000
Construction Support Services (Survey)	\$ 160,000
Construction Support Services (Geotechnical).....	\$ 198,000
Project Management and Administrative Costs*	\$ 210,000
Utility and Agency Inspection and Materials Costs**	\$ 160,000
Total Estimated Cost	\$ 16,044,000

**Includes City project administration, printing and other miscellaneous costs.*

***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

ANTICIPATED PROJECT SCHEDULE

Begin Construction	December 2012
Complete Construction.....	March 2014

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The SR-60/Nason Street Overcrossing Bridge Improvements project goal is to improve the interchange through bridge replacement, widening of Nason Street, and related improvements. City staff recommends awarding a contract for \$159,951 to PSOMAS for the provision of construction support survey services.

ATTACHMENTS

Attachment 1 – Agreement for Professional Consultant Services

Prepared By:
 Margery A. Lazarus
 Senior Engineer, P.E.

Department Head Approval
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

Concurred By:
 Barry Foster
 Community & Economic Development
 Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 802 0003 70 77-4821**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **PSOMAS**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

DESCRIPTION OF PROJECT

1. The project is described as professional consultant **survey services** for:
**SR-60 / NASON STREET OVERCROSSING IMPROVEMENTS PROJECT
PROJECT NO. 801 0038 70 77**

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.
3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$159,951** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2015** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.
7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD) and their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant,

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, the State's, MVHA's, CSD's, WRCOG's, EMWD's, and RCFC & WCD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

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

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

(f) The Consultant 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 both the Consultant and the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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 (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD), their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant 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.

26. The Consultant shall employ no City official or employee 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.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

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

City of Moreno Valley

PSOMAS

BY: _____
City Manager

BY: _____

DATE: _____

TITLE: _____
(President or Vice President)

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

BY: _____

TITLE: _____
(Corporate Secretary)

- Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

**REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTANT CONSTRUCTION SURVEYING SERVICES
SR-60 / NASON STREET OVERCROSSING IMPROVEMENTS PROJECT
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION
EA 08-32302
PROJECT ACCOUNT NO.797.79728**

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Construction Surveying Services associated with the SR-60 / NASON STREET OVERCROSSING IMPROVEMENTS PROJECT as shown on the Plans and Specifications.

Five (5) copies (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal shall be submitted no later than **5:00 p.m., August 16, 2012.** addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Margery Lazarus, Senior Engineer, PE.

II. PROJECT DESCRIPTION

The SR-60/Nason project site is located at the State Route (SR) 60 Interchange and Nason Street in the City of Moreno Valley, CA. The work of this project generally includes replacement of the SR-60/Nason Street Overcrossing structure, construction of a soundwall between Elder Avenue and SR-60, widening of Nason Street from Fir to Elder Avenue, modification of the intersection and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, completion of auxiliary lanes, utility relocations, and irrigation. Landscaping and hardscaping work will be under a separate construction contract.

The work lies within State of California (Caltrans) right of way. The work includes bridge construction, sound wall, 24" diameter Cast-in-Drill Hole (CIDH) piling for soundwall and bridge abutments, precast panels (soundwall), Rapid set concrete pavement (RSCP)(Ramp Termini) Asphalt Concrete (AC) paving, concrete retaining walls, roadway excavation, , imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, rock slope protection, drainage, traffic control, signing, striping, traffic and ramp meter signals, traffic signal interconnect, planting, irrigation, erosion control, utility coordination, irrigation, and related work. The City anticipates issuing a separate landscaping and irrigation construction contract to install these immediately following completion of the bridge contract.

III. PROJECT BUDGET AND SCHEDULE

The City of Moreno Valley will fund the construction with Federal STPL, SLPP, and Successor Agency to RDA Funds (Account 797.79718). **Because the City will be receiving federal aid reimbursement for construction phase of this project, it is imperative that all activities conform to federal requirements. Failure to conform will jeopardize federal funding.**

REQUEST FOR PROPOSALS FOR
 PROFESSIONAL CONSULTANT SURVEY SERVICES
 PROJECT NO. 07-41570024
 PAGE 2 OF 16

The Consultant shall be required to meet or exceed the following timeline for this contract:

Anticipated Award of Consultant Contract	September 2012
Public Bid for SR-60/Nason Overcrossing Construction Contract	Early August 2012
Award of Construction Contract	By October 2012
Construction Duration for SR-60/Nason Overcrossing Project	255 Working Days (13 months)

IV. SCOPE OF ENGINEERING SERVICES

The consultant shall submit one proposal and include separate Scopes and Budgets (sealed envelope) for the bridge overcrossing contract and landscaping contract. The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works construction surveying. The Consultant selected shall provide Construction Surveying Services with personnel trained and experienced in survey layout for construction of public works improvements and, particularly, Caltrans. The project is located within the Caltrans Right-of-Way and all Surveying methods, procedures, and frequencies shall comply with the contract specifications, and Caltrans' Surveying Manuals and Guidelines. The minimum experience required includes five (5) years of construction surveying on increasingly complex public works and Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the surveying services for the construction of the improvements and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 48-hours' notice for construction surveying for the duration of the construction project. and as necessary, to close out the project.

The Consultant must have recent experience working within the Caltrans right-of-way and shall be required to follow all Caltrans safety procedures when executing the work. The Consultant surveyors shall be familiar with industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFC&WCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant surveyors shall be able to interact professionally with contractors, engineers, inspectors, property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant surveyors personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant surveyors personnel must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land

REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTANT SURVEY SERVICES
PROJECT NO. 07-41570024
PAGE 3 OF 16

Surveyors as a Land Surveyor. (Registration as a Civil Engineer prior to 1982 may be substituted for the registration as a Land Surveyor).

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work.

The Consultant shall provide public works construction surveying services for this project to generally include, but not be limited to, the following:

- Attend the pre-construction meeting.
- Establish and confirm horizontal and vertical controls, as required.
- Set monument ties, prior to the beginning of construction. All monuments must be researched, tied out, and submitted to the Project Engineer. Monuments that are destroyed during construction shall be replaced per the 1997 Land Survey Act, Article 4, Section 464-Corner Record. Ties shall be submitted per the City of Moreno Valley Tie-Out Standard 601C and 601D on Mylar. Original monument tie-out sheets, corner records, and/or record of survey shall be provided to the City prior to the release of the final progress Payment. Assume two (2) monuments will need to be set for this project.
- Construction staking shall consist of stakes for proposed roadways, waterline improvements, utility improvements, storm drain improvements, cross gutter, sidewalk, concrete curb and gutter, AC pavement limits and grade control, AC berm (or dike), traffic signal equipment locations, fence, wall and related improvements as shown on the plans. Re-staking is to be identified separately on the invoice. Ten (10) trips for on-site re-staking time (allow a maximum of two hours per trip) should be estimated for Proposal purposes.
- Construction Surveying deliverables require performing construction surveying in accordance with the Caltrans Construction Manual, Caltrans Standard Plans, Caltrans Surveying Manual, and the various industry standards stated above in the "Scope of Engineering Services."
- The required work effort will ultimately be initiated through an itemized survey request from the City's Consultant Resident Engineer. The City expects the Consultant's field response time to each survey request not to exceed 48 hours as specified in the Caltrans Standard Specifications.

SUBMITTAL SCHEDULE

Pre-proposal Conference	9:00 a.m., July 30, 2012 City Hall, 14177 Frederick Street, Moreno Valley Council Chamber
Proposals Due	5:00 p.m., August 16, 2012
Consultant Selection	On or before September 6, 2012
Notice to Proceed (Tentative)	Week of September 24, 2012

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposal shall clearly segregate the scope, schedule, and DBE utilization for the bridge overcrossing and the landscaping contracts. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

- A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Title Reports shall be a separate line item under the right-of-way task. Construction support services Consultants are not required to provide a Project Schedule with milestones.

REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTANT SURVEY SERVICES
PROJECT NO. 07-41570024
PAGE 5 OF 16

- G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. **COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE.**
- H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project, including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change a sub-consultant without written permission from the City.**
- I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports or similar evidence of attainment of the Agreement objectives.
- K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request For Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. . The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal. The Cost Proposal must be in a sealed envelope.
- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this specific project. All relevant records shall be retained for at least three years.

REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTANT SURVEY SERVICES
PROJECT NO. 07-41570024
PAGE 6 OF 16

- P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- S. The Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its DBE goals for the State Route 60/Nason Street Overcrossing Improvements and State Route 60/Moreno Beach Interchange (Phase 1) Improvements projects.

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race-Neutral Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal or even if there is a DBE goal, wins a subcontract from a prime Consultant that did not consider its DBE status in making the award.

REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTANT SURVEY SERVICES
PROJECT NO. 07-41570024
PAGE 7 OF 16

The City has established the following estimated goals for DBE participation on this project:

Nason Overcrossing	
DBE	14%

The City may adjust the percentages as more specific information becomes available.

Good faith efforts are required to meet the DBE contract goals. In order to show good-faith-effort in obtaining a DBE Consultant or sub-consultant, the following criteria have been established:

1. The Consultant can meet the goal, documenting commitments for participation by UDBE firms sufficient to meet the goal.
2. Even if the Consultant does not meet the goal, the Consultant can document adequate good faith efforts. The Consultant must show that they took all necessary reasonable steps to achieve the DBE goal.
3. A good-faith-effort by the prime Consultant in trying to secure participation by DBEs prior to award of this contract shall be documented and the documentation shall be submitted in writing. The following types of actions will be considered a part of the Consultants good faith efforts to obtain DBE participation.
4. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Consultant must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
5. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Consultant might otherwise prefer to perform these work items with their own forces.
6. Providing interested DBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
7. Negotiating in good faith with interested DBEs. It is the Consultants responsibility to make a portion of the work available to DBE sub-consultants, and to select those portions of the work consistent with the available DBE sub-consultants, so as to facilitate DBE participation. Evidence of such negotiation includes: names, addresses, telephone numbers of DBEs that were considered; a description of the information provided regarding the work selected for sub-consulting, and evidence as to why agreements could not be reached for DBEs to perform the work.

REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTANT SURVEY SERVICES
PROJECT NO. 07-41570024
PAGE 8 OF 16

A proposer using good business judgment would consider a number of factors in negotiating with subconsultants including DBE subconsultants, and would take a firm's price and capabilities as well as the DBE contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

8. Not rejecting DBEs as being unqualified without reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations are not legitimate causes for the rejection or non-solicitation of proposals in the Consultant's efforts to meet the project goal.
9. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the recipient Consultant.
10. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
11. Effectively using the services of available minority or women community organizations, minority or women consulting groups, local, state and federal minority or women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Consultant shall complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These milestones are:
 - 1. Project Bidding, Advertise and Award on a monthly basis.
 - 2. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make the sole and final determination if a milestone as described above is complete and acceptable for payment.

- E. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

REQUEST FOR PROPOSALS FOR
 PROFESSIONAL CONSULTANT SURVEY SERVICES
 PROJECT NO. 07-41570024
 PAGE 10 OF 16

<u>GENERAL LIABILITY</u>		
Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$1,000,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts that fully comply with the laws of the State of California and employer's liability insurance with limits of not less than \$1,000,000 each accident.
- E. A 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 (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), its officers, employees and agents are included as additional insured under this general liability 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 (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), its officers and employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's 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 Agency, 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.
- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its sub consultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.
- C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Materials Testing & Geotechnical Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposals for its own convenience and to reject any and all

Proposals responding to this RFP without indicating any reasons for such rejection(s).

- C. The City reserves the right to reject any or all Proposals submitted. Any Contracts awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

It is the City's intent to select and utilize one Consultant firm for the project. The City may award the services in part and/or phases. The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and key personnel.
- C. Project Approach/Understanding (40 points) – Understanding of Project, discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget that provides a cost efficient, timely and predictable execution of the project construction.

XVI. Other Requirements

The following requirements are mandatory:

- A. The Agreement is subject to pre-award audit by Caltrans, which is estimated to take a minimum of thirty (30) calendar days from the time Caltrans receives the pre-award audit submittal. After the pre-award audit recommendations are received, the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.

REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTANT SURVEY SERVICES
PROJECT NO. 07-41570024
PAGE 14 OF 16

- B. The Consultant shall provide its complete name and address, including whether the Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where the Consultant's work will be available for inspection by local agency and State representatives.
- C. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed.
- D. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- E. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code Regulations, Chapter 21, Section 2500 et seq., when applicable or other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Consultant and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, City, Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.
- F. Cost Principles - Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Consultant shall complete and return LAPM Exhibit 10-F, "Certification of Consultant, Commissions, and Fees," to City, prior to starting work.
- H. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore,

REQUEST FOR PROPOSALS FOR
PROFESSIONAL CONSULTANT SURVEY SERVICES
PROJECT NO. 07-41570024
PAGE 15 OF 16

subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

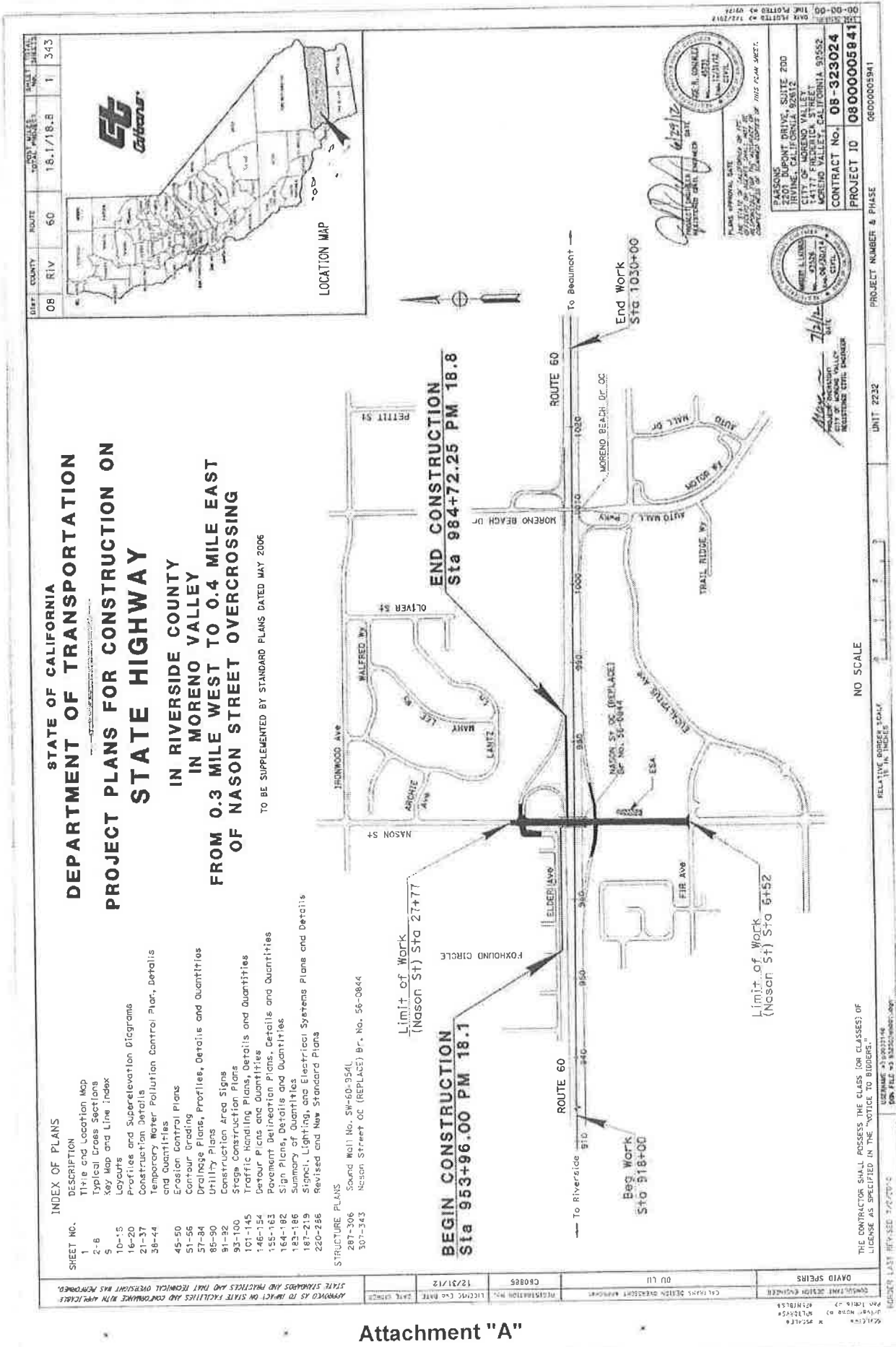
- I. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate his/her registration number.
- J. Conflict of Interest
 1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
 2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
 3. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.
 4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract . An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
 5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.
 6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

REQUEST FOR PROPOSALS FOR
 PROFESSIONAL CONSULTANT SURVEY SERVICES
 PROJECT NO. 07-41570024
 PAGE 16 OF 16

Attachments (incorporated by reference)

Attachment "A"	Plan Title Sheet
Attachment "B"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "C"	Caltrans/City Cooperative Agreement for SR-60/Nason Overcrossing Improvements
Attachment "D"	Disclosure of Lobbying Activities (Form LLL)
Attachment "E"	List of Subconsultants
Attachment "F"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "G"	Exhibit 10-O1 – Local Agency Proposer UDBE Commitment
Attachment "H"	Exhibit 10-O2 – Local Agency Proposer DBE Information
Attachment "I"	Exhibit 15-H – Good Faith Efforts
Attachment "J"	Compilation of Plans based on current status of completion – CD available upon request

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchn\Construction
 Nason\Consultant\Survey\Nason\RFP\RFP - Survey - Nason - DBE (final w DBE changes by Perceptive Ent).doc



Attachment "A"

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. XX-XXXXX**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Consultant Company**, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "B"

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

DESCRIPTION OF PROJECT

1. The project is described as professional consultant _____ services for:

Project Name

Project No. XX-XXXXX

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$ _____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **Month Date, Year** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

Or

2

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

[for Non-design contracts]

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

Or [for Design contracts]

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD and WRCOG, their officers, agents or

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

Or [for Design/CM contracts]

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, CSD, and WRCOG, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

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

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA, CSD and WRCOG against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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 Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability 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 Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no 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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

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

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis,

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant 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.

26. The Consultant shall employ no City official or employee 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.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. XX-XXXXX**

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

City of Moreno Valley

Consultant Company

BY: _____
Department Head/Mayor/City Manager
(Select only one please)

DATE: _____

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

ATTEST:

City Clerk *(not needed if City Manager signs)*

APPROVED AS TO LEGAL FORM:

City Attorney

DATE: _____

- Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment
Exhibit "E" – Consultant's Schedule

**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____.
2. The Consultant 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.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month 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 during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.
4. The Consultant 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.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. 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 that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\BOILER\Consultant\Agreement\Agreement Boilers - STANDARD\Boiler-SAMPLE-Agreement-TUMF Zonal.doc
Revised 10/13/09

EXHIBIT "D"

**CONSTRUCTION
COOPERATIVE AGREEMENT**

This agreement, effective on July 7, 2010, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Moreno Valley, a body politic and municipal corporation of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement will replace the Nason Street Overcrossing in the City of Moreno Valley, referred to as PROJECT.
3. PARTNERS will cooperate to construct the PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 8-1314.
5. Prior to this agreement, CITY developed the Project Initiation Document; CITY developed the Supplemental Project Report; CITY developed the Plans, Specifications and Estimate; and CITY developed the Right of Way Certification.
6. CITY prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is December 31, 2015.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

CONSTRUCTION – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

9. CITY is SPONSOR for all WORK.
10. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

14. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
15. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
16. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
17. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
18. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by the other partner. Observation does not constitute authority over those commitments.
19. Each PARTNER will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK. The CITY shall ensure that only well qualified consulting construction management firms are selected to provide Engineering and Inspection services sufficient to the tasks of the PROJECT. The CITY shall confer with STATE prior to and during the selection process. At least one representative from the District 8 Construction Division of the STATE shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
21. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

22. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.

23. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection. CITY will notify CALTRANS within twenty-four (24) hours of any discovery.

25. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

26. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.

27. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.

28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.

29. CITY, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. CITY will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.

30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
33. IMPLEMENTING AGENCY for each project component will furnish PARTNER with written monthly progress reports during the implementation of WORK in that component.
34. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
35. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
36. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
37. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and CITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

39. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
40. The IMPLEMENTING AGENCY will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
41. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
42. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
43. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: CONSTRUCTION

44. CITY will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.
45. CITY will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
46. CITY will provide a landscape architect licensed in the State of California.
47. CITY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$100,000. All CCOs

- affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.
48. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 3 months, this agreement will terminate.
 49. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee and to carry liability insurance in accordance with CALTRANS specifications.
 50. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT PS&E package a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
 51. Upon receipt of both SFM and full payment of CALTRANS' invoice for actual SFM costs, CALTRANS will make the SFM available at a CALTRANS-designated location.
 52. CITY will coordinate the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
 53. CITY will obtain the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
 54. CITY will implement the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
 55. CALTRANS will provide Source Inspection on a reimbursed basis.

56. CITY will provide maintenance for those portions of the SHS within WORK limits until COMPLETION OF WORK, after which, maintenance will be handled through an existing maintenance agreement.

COST

Cost: General

57. CITY will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by CITY.
58. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
59. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
60. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.
61. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
62. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
63. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
64. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
65. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
66. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
67. Independent of WORK costs, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

68. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
69. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
70. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

71. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

72. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
73. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
74. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: CONSTRUCTION Support

75. The cost to maintain the SHS within WORK limits is a WORK cost until COMPLETION OF WORK, after which, the cost of maintenance will be handled through an existing maintenance agreement.
76. CALTRANS will invoice the CITY for a \$20,000.00 deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents Source Inspection costs. The Source Inspection cost is \$50,000.00 including indirect costs per Article 80.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: CONSTRUCTION Capital

77. The cost of all SFM is a CONSTRUCTION capital cost.

CALTRANS will invoice CITY for the actual cost of any SFM.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

SCHEDULE

78. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

79. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
80. CALTRANS invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
81. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
82. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.
83. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious,

contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

84. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

85. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
86. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
87. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
88. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
89. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
90. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
91. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the Director of Public Works/CITY Engineer will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any

partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

92. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
93. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
94. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
95. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
96. PARTNERS will execute an amendment if there are any changes to the commitments made in this agreement.
97. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
98. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
99. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Jason Bennecke, Project Manager
464 West 4th Street, 6th Floor, (MS-1229)
San Bernardino, California 92401-1400
Office Phone: (909) 556-8852
Mobile Phone: (909) 556-8852
Email: jason.bennecke@dot.ca.gov

The primary agreement contact person for CITY is:

Margery Lazarus, Senior Engineer, P.E.
Capital Projects Division, Public Works Department
P. O. Box 88005
Moreno Valley, California 92552-0805
Office Phone: (951) 413-3133
Email: margeryl@moval.org


SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF MORENO VALLEY


By: 
 Raymond W. Wolfe, PhD
 District Director


By: 
 William L. Bopf
 Interim City Manager

U.D.

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM AND PROCEDURE

By: 
 Lisa Pacheco
 Budget Manager

By: 
 for Robert L. Hansen
 City Attorney

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5					Construction (CON) - 270, 285, 290, 295	X	X	
	270				Construction Engineering and General Contract Administration	X	X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
				30	Construction Project Files and General Field Office Clerical Work		X	
				35	Labor Compliance Activities		X	
				40	Approved Subcontractor Substitutions		X	
				45	Coordination		X	
				50	Civil Rights Contract Compliance		X	
				99	Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing	X	X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection	X		
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		75			Resource Agency Permit Renewal and Extension Requests		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
	275				Construction Engineering and General Contract Administration of Structures Work	X	X	
		10			Office Administration Work for Structures		X	

	20		Field Administration Work for Structures		X	
	30		Contract Change Order Inspection for Structures Work		X	
	40		Safety Tasks for Structures Work		X	
285			Contract Change Order Administration	X	X	
	05		Contract Change Order Process		X	
	10		Functional Support		X	
290			Resolve Contract Claims		X	
	05		Analysis of Notices of Potential Claims		X	
	10		Supporting Documentation and Responses to Notices of Potential Claims		X	
	15		Reviewed and Approved Claim Report		X	
	20		District Claim Meeting or Board of Review		X	
	25		Arbitration Hearing		X	
	30		Negotiated Claim Settlement		X	
	35		Technical Support		X	
295			Accept Contract, Prepare Final Construction Estimate, and Final Report	X	X	
	05		Processed Estimate After Acceptance		X	
	10		Proposed Final Contract Estimate		X	
	15		As-Built Plans		X	
	20		Project History File		X	
	25		Final Report		X	
	30		Processed Final Estimate		X	
	35		Certificate of Environmental Compliance		X	
	40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X	
	45		Post-Construction Traffic Operations Activities		X	
	99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X	

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	Local	\$18,000,000.00	\$2,000,000.00	\$2,000,000.00	\$18,000,000.00	\$18,000,000.00
		Subtotals by Component	\$18,000,000.00	\$2,000,000.00	\$2,000,000.00	\$18,000,000.00	\$18,000,000.00

08-RIV-60-18.1/18.8
EA: 32302
Federal Funds
District Agreement 08-1463 A/1
Project No. 0800000594

AMENDMENT NO. 1 TO AGREEMENT 08-1463

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on May 1, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

City of Moreno Valley, a body politic and municipal corporation of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Agreement No. 08-1463, (AGREEMENT) on July 7, 2010, defining the terms and conditions to replace the Nason Street Overcrossing in the City of Moreno Valley referred to as PROJECT.
2. AGREEMENT established that local funds would be used toward Construction Capital and Support.
3. PARTNERS now seek to reduce the amount of local funds and add Surface Transportation Program Local (STPL) and State and Local Partnership Plan (SLPP) funds.
4. A revised FUNDING SUMMARY dated January 26, 2012, is attached to and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. New Article is added in the AGREEMENT under DEFINITIONS to read as follows:

"OBLIGATIONS – All responsibilities included in this Agreement."
2. Article 10 in the AGREEMENT is replaced in its entirety to read as follows:

Attachment "C-2"

“10. CALTRANS and CITY are each a FUNDING PARTNER for this Agreement. The details of the funding commitments are documented in the latest FUNDING SUMMARY.”

3. New Articles are added to the AGREEMENT under SCOPE (Scope: General) to read as follows:

“If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this Agreement.”

“If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.”

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:		http://www.whitehouse.gov/omb/grants_circulars
• Code of Federal Regulations:		http://www.gpoaccess.gov/CFR

4. Article 38 in the AGREEMENT is replaced in its entirety to read as follows:

“38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records

of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.”

5. New Article is added to the AGREEMENT under SCOPE (Scope: General) to read as follows:

“If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.”

6. New Articles are added to the AGREEMENT under COST (Scope: General) to read as follows:

“If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor’s Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.”

“CALTRANS will draw from the state and federal funds shown in the FUNDING SUMMARY.”

7. New Article is added to the AGREEMENT under SCOPE (Scope: Construction) to read as follows:

“IMPLEMENTING AGENCY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.”

8. Article 44 in the AGREEMENT is replaced in its entirety to read as follows:

“44. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION Support and CONSTRUCTION Capital.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory CITY pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory CITY as mandated by the Construction General Permit.”

9. Article 76 in the AGREEMENT is replaced in its entirety to read as follows:

“76. Each PARTNER listed below may submit invoices for CONSTRUCTION Support for source inspection.

- CALTRANS may invoice CITY
- CITY may invoice CALTRANS

CALTRANS will invoice the CITY for a \$20,000.00 deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents Source Inspection costs. The Source Inspection cost is \$50,000.00 including indirect costs per Article 80.

Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs for source inspection based on the prior month's actual expenditures up to the amount of \$50,000.00.

CITY will submit to CALTRANS monthly invoices for actual expenditures.

After PARTNERS agree that all scope activities are complete, PARTNERS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this Agreement.”

10. Article 77 in the AGREEMENT is replaced in its entirety to read as follows:

“77. Each PARTNER listed below may submit invoices for CONSTRUCTION Capital for State-furnished Materials.

- CALTRANS may invoice CITY
- CITY may invoice CALTRANS

CALTRANS will invoice CITY for the actual cost of any SFM.

CITY will submit to CALTRANS monthly invoices for actual expenditures.

After PARTNERS agree that all scope activities are complete, PARTNERS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this Agreement.”

11. A revised FUNDING SUMMARY dated January 26, 2012, is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY attached herein.
12. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
13. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES ON FOLLOWING PAGE

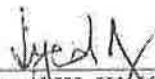
SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

CITY OF MORENO VALLEY


By: 
cc Raymond W. Wolfe, PhD
District Director

By: 
Michelle Dawson
City Manager


APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: 
Deputy Attorney

By: 
City Attorney

CERTIFIED AS TO FUNDS:

By: 
Lisa Pacheco
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: 
HQ Accounting

FUNDING SUMMARY
January 26, 2012

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Funds Type
Local Bond	CITY	Local	\$9,990,000.00	\$1,950,000.00	\$11,940,000.00
Local Development Impact Fees	CITY	Local	\$ 850,000.00	\$ 150,000.00	\$ 1,000,000.00
Surface Transportation Program Local	CITY	Federal	\$ 3,650,000.00	\$ 450,000.00	\$ 4,100,000.00
State & Local Partnership Plan	CALTRANS	State	\$ 850,000.00	\$ 150,000.00	\$ 1,000,000.00
		Subtotals by Component	\$15,340,000.00	\$2,700,000.00	\$18,040,000.00

08-RIV-60-18.1/18.8
EA: 32302
Federal Funds
District Agreement 08-1463 A/2
Project No. 0800000594

AMENDMENT NO. 2 TO AGREEMENT 08-1463

THIS AMENDMENT No. 2 (AMENDMENT), entered into and effective on July 5, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

City of Moreno Valley, a body politic or municipal corporation of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Agreement No. 08-1463, (AGREEMENT) on July 7, 2010, defining the terms and conditions to replace the Nason Street Overcrossing in the City of Moreno Valley, referred to as PROJECT.
2. PARTNERS entered into Amendment No. 1 to AGREEMENT on May 1, 2012, to reduce the amount of local funds and add Surface Transportation Program Local (STPL) and State and Local Partnership Plan (SLPP) funds.
3. PARTNERS now seek to reduce the amount of local funds and increase the amount of STPL funds.
4. A revised FUNDING SUMMARY is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY attached herein.
2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

Attachment "C-3"


SIGNATURES


PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this AGREEMENT.
3. The people signing this AGREEMENT have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION


CITY OF MORENO VALLEY

By: 
Syed Raza
Acting District 8 Director

By: 
Michelle Lawson
City Manager


APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: 
Deputy Attorney

By: 
City Attorney

CERTIFIED AS TO FUNDS:

By: 
Lisa Pacheco
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: 
HQ Accounting

FUNDING SUMMARY
May 31, 2012

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Funds Type
Local Bond	CITY	Local	\$ 9,440,000.00	\$ 500,000.00	\$ 9,940,000.00
Local Development Impact Fees	CITY	Local	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00
Surface Transportation Program Local	CITY	Federal	\$ 4,900,000.00	\$1,200,000.00	\$ 6,100,000.00
State & Local Partnership Plan	CALTRANS	State	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00
		Subtotals by Component	\$15,340,000.00	\$2,700,000.00	\$18,040,000.00

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Standard Form LLL Rev. 06-04-90

W:\CapProj\CapProj\Caltrans-FHWA\DBE Disadvantage Business Enterprise\DBE Specs, Forms & Updates\Boiler-RFP Attachment-Form LLL-DBE.doc

Attachment "D"

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____		11. Preparer's Signature _____ 12. Preparer's Name (Print) _____ 13. Preparer's Title _____ 14. Date _____ 15. (Area Code) Tel. No. _____	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____			
20. Local Agency Representative Signature _____	21. Date _____		
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____		

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section			13. Total Dollars Claimed \$ _____
20. Local Agency Contract Number: _____			
21. Federal-aid Project Number: _____			14. Total % Claimed _____ %
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			15. Preparer's Signature _____ 16. Preparer's Name (Print) _____ 17. Preparer's Title _____ 18. Date _____ 19. (Area Code) Tel. No. _____
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

August 16, 2012

Exhibit "B"

Margery Lazarus, PE
Senior Engineer
CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

**Subject: Proposal for Professional Consultant Construction Survey Services for
SR-60/Nason Street Overcrossing Improvements Project (EA 32302)
Project No. 07-41570024**

Dear Ms. Lazarus:

Psomas is pleased to submit our proposal for the SR-60/Nason Street Overcrossing Improvements Project. We are confident our qualifications and direct experience with the procedures of the City of Moreno Valley will allow us to quickly and efficiently process requests that result from this contract. We have enclosed under separate cover a Not-to-Exceed Fee Proposal, separated by task manhours, and extended billing rates.

Psomas has provided construction surveying and mapping services to the City of Moreno Valley and numerous other Southern California agencies and public sector clients for over 65 years. With our full-service, multi-discipline firm operating nationally from 11 offices in 3 states, Psomas is capable of performing a broad range of survey services. Psomas can field up to 30 fully equipped field crews and has ample staff to do the work.

Psomas has a local Inland Empire office located in Riverside, where the work on this project will be performed and managed, under the direction of myself, Cliff Simental, PLS. In addition to our own resources, Psomas has teamed with CL Surveying and Mapping, a certified DBE firm, to provide survey support services to the Psomas Team. We are committed to the City of Moreno Valley to meet and, indeed, exceed the 14% DBE participation goal for this contract.

Thank you for providing Psomas with the opportunity to submit our proposal on this project. We look forward to the next step in the selection process!

Sincerely,

PSOMAS



Cliff Simental, PLS
Vice President, Land Surveying and Mapping

1500 Iowa Avenue
Suite 210
Riverside, CA 92507

Tel 951.787.8421
Fax 951.682.3379
www.psomas.com



Table of Contents

Proposal

Statement of Qualifications

- Organization Chart 1
- Project Team 1 – 2
- Résumés..... 3 – 7
- Project Experience..... 8 – 10

Scope of Services

- Project Understanding..... 11
- Approach 11 – 12
- Scope of Services 12 – 14
- Resource Allocation Matrix..... 14 – 5
- Project Schedule..... 15 – 16

Rate Schedule

- Billing Rates..... 17

Additions or Exceptions to the City's RFP

- Additions or Exceptions to the City's RFP..... 18

Required Statements

- Required Statements 19 – 20

Appendix

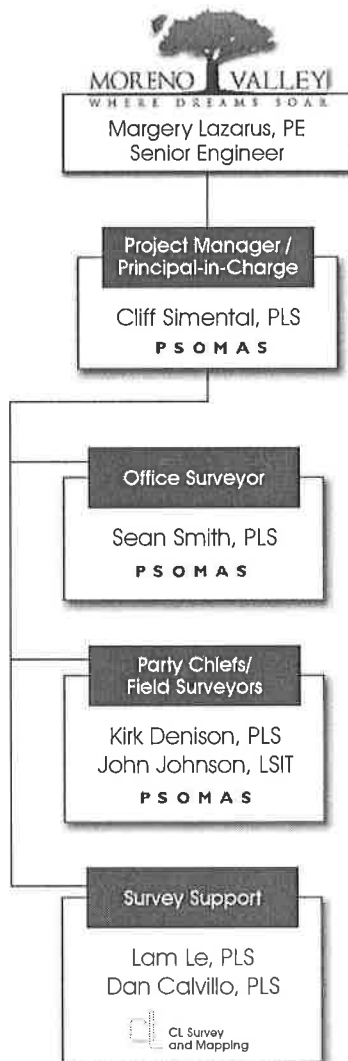
Required Forms

- Attachment "D" - Disclosure of Lobbying Activities.....A1
- Attachment "E" - List of Subconsultants Form.....A2
- Attachment "F" - Proposer's List of Subconsultants
(DBE and Non-DBE) – Parts I and II A3 – A4
- Attachment "G" - Exhibit 10-O1: Local Agency
Consultant DBE Commitment.....A5
- Attachment "H" - Exhibit 10-O2: Local Agency
Consultant DBE Information.....A6
- Attachment "I" - Exhibit 15-H: DBE Information
Good Faith Efforts A7 – A9
- Certification for Contracts, Grants, Loans
and Cooperative AgreementsA10

Statement of Team Qualifications

Organization Chart

Psomas' organization chart displays our proposed staffing for this project. We have proposed a streamlined project staff to facilitate and process requests quickly and to keep costs to a minimum. All four key Psomas staff members have worked together on numerous projects for the City of Moreno Valley and are experienced in completing construction staking surveys.



Project Team

The Psomas Team has been organized specifically to address the requirements of the SR-60/Nason Street Overcrossing Improvements project. Psomas has assembled a team to provide the full range of engineering capabilities and specialty services suitable for the type of project described in the Request for Proposal. In assigning personnel for key positions on our team, we have selected individuals who have proven track records in successfully delivering similar street improvement projects through the planning, design and construction phases.

The result is a team with precisely the expertise needed to solve the particular issues of this project, and the experienced know-how to anticipate your needs and deliver the specific work products that are required, within the project's timeline.

Cliff Simental, PLS | Project Manager/Principal-in-Charge

Mr. Simental is Vice President and Survey Team Leader for Psomas' Riverside office. He is a registered professional land surveyor with more than 34 years of surveying experience in California. Mr. Simental has a broad background in land surveying that includes design surveys, construction, hydrographic, topographic, boundaries, and cadastral surveys. He has served as project manager in charge of construction surveying projects and for various public agencies. This experience gives Mr. Simental a diverse range of experience working on a variety of survey projects, as well as working with client standards and design criteria.

Sean Smith, PLS | Office Surveyor

Mr. Smith has over 12 years of professional experience in land surveying. He has extensive experience with field calculations, right-of-way and boundary surveys, GPS surveys, and mapping. He was previously employed at the Riverside County Transportation Survey Department for over five years. His primary responsibility is survey calculations, GPS analysis, and map checking that includes reviewing record Tract Maps, Parcel Maps, Records of Surveys and Right-of-Way documents prior to their recordation.



Kirk Denison, PLS | Party Chief / Field Surveyor

Mr. Denison has more than 10 years of experience in land surveying and GIS. He has extensive experience in freeway interchange, railway work and subdivisions, as well as in topographic, dam, ALTA, pipeline and boundary surveys. Mr. Denison has worked as both a Party Chief and chainman. As a Party Chief he is responsible for the daily work of the field crew, conducting the field survey or construction layout assignments, along with being responsible for the safety and training of all survey crew members.

John Johnson, LSIT | Party Chief / Field Surveyor

Mr. Johnson has over 25 years of land surveying experience. He has extensive experience as a responsible party chief of field surveys for railways, freeways, freeway interchanges, bridges, right-of-way surveys and boundary surveys. Mr. Johnson has been responsible for the construction staking, right-of-way surveying, geodetic control, final monumentation, survey safety, quality assurance, calculations for geometric layouts and survey personnel assignments for a number of significant projects.

Subconsultants



Lam Le, PLS | Office Surveyor

Mr. Le has over 18 years of experience as a Project Manager, Project Surveyor and CADD operator. His technical experience includes CAD drafting using CAiCE, MicroStation InRoads, AutoCAD using SoftDesk, creating DTMs for earthwork quantities, road profiling, creating coordinate geometry figures for boundary analysis, computer-aided design and drafting. Mr. Le's duties include project management and coordination along with field support on multiple projects. He has provided multiple legal descriptions for easements, lot line adjustments and property descriptions and has done extensive title analysis for property establishment and ALTA Surveys.

Dan Calvillo, PLS | Party Chief / Field Surveyor

Mr. Calvillo has over 14 years of experience in the land surveying industry, specializing in mapping and data collection analysis. He has created a field-to-finish program that converts field collected data into automatically created linework within AutoCAD. With this product and procedure, the time required to both data collect the field survey information and prepare the mapping is dramatically decreased. Mr. Calvillo has worked on hundreds of topographic surveys within his 12-year career at some of the largest nationally recognized firms.

Résumés

Résumés for each person on the organization chart are provided on the following pages.



Cliff Simental, PLS
Project Manager / Principal-in-Charge

Education

1975/Surveying/San Bernardino
Valley College
1989/Certificate in Supervisory
Excellence/University of California,
Riverside
2002/Graduate/ACEC Senior
Executive Institute

Registrations

1981/Professional Land Surveyor/
CA #5022
1995/Professional Land Surveyor/
NV #11769

Affiliations

American Council of Engineering
Companies
California Land Surveyors
Association
Women's Transportation Seminar
Construction Management
Association of America

Mr. Simental is Vice President and Survey Team Leader for Psomas' Riverside office. He is a registered professional land surveyor with more than 34 years of surveying experience in California. Mr. Simental has a broad background in land surveying that includes design surveys, construction, hydrographic, topographic, boundaries, and cadastral surveys. He has served as project manager in charge of on call surveying services for various public agencies. This experience gives Mr. Simental a diverse range of experience working on a variety of survey projects, as well as working with client standards and design criteria.

Relevant Project Experience

SR-60/Nason Street Interchange, City of Moreno Valley, CA: Project Manager responsible for providing construction surveying services for construction of the City's State Route 60/Nason Street Interchange Project. High traffic volumes have caused congestion, safety hazards and major delays, this project will pave the way for better traffic flow, easier access to the City of Moreno Valley, and improved connections to both east and west State Route 60. It will realign and widen freeway on-ramps and off-ramps. In addition, the project will construct new drainage improvements, sound walls and retaining walls.

Cottonwood Avenue Topographic Survey, City of Moreno Valley, CA: Project Manager responsible for a topographic survey consisting of cross sections and surface features of Cottonwood Avenue from Perris Boulevard to 650 feet east, and from the South right-of-way to 85 feet North of Cottonwood Avenue centerline. The services being provided include research of survey records within the City of Moreno Valley and Riverside County consisting of horizontal control and vertical control; survey control utilized the existing centerline survey points to plot the record right of way and property lines on the topographic base map; and for the topographic survey.

Riverside County Transportation Commission (RCTC), SR-74/I-215 Interchange, Perris, CA: Serving as survey manager, as part of the Jacobs Project Management Company team, to provide construction surveying services on RCTC's SR-74/I-215 Interchange Project. The project will replace the current two-lane bridge with an eight-lane bridge over the I-215 Freeway, and will realign freeway on- and off-ramps and add meters and carpool preference lanes to the on-ramps. In addition, the project will construct new drainage improvements, sound walls and retaining walls.

Vineyard Avenue Grade Separation, City of Ontario, CA: Served as Survey Project Manager for this road grade separation project in Ontario at Vineyard Avenue and I-10. The survey services consist of control surveys (using GPS positioning), aerial mapping, right of way mapping, cross sections, topographic design, and location of utilities.

Highway 60, Moreno Valley, CA: Served as Project Manager to survey the 60 Freeway in Moreno Valley. The project included calculations of state plane coordinates on centerline, field cross sections of existing freeway which involved lane closures and traffic control.



Sean Smith, PLS
Office Surveyor

Mr. Smith has over 12 years of professional experience in land surveying. Sean has extensive experience with field calculations, right-of-way and boundary surveys, GPS surveys, and mapping.

Education

Various survey related courses completed at the following colleges:

Rancho Santiago College,
Santa Ana, CA

Riverside Community College,
Riverside, CA

Registration

Professional Land Surveyor/
CA #8233

Affiliations

California Land Surveyors
Association

Sean was previously employed at the Riverside County Transportation Survey Department for over five years. His primary responsibility while at the County was map checking services that included reviewing record Tract Maps, Parcel Maps, Records of Surveys and Right of Way documents prior to their recordation.

Sean has worked within the private survey industry as a Project Surveyor. These duties have included organizing, managing, and executing the QA/QC plan and coordinating a broad range of assignments for various projects. Mr. Smith routinely performs QA/QC audits of the technical work of other surveyors, CAD drafters, and subcontractors for the submission of final drawings, submittals, and specifications for approval. Sean was responsible for oversight and coordination efforts in all aspects of land surveying including research and analysis, title reports, rights of way, easements, ALTA's, topography, photogrammetry, boundaries and mapping, and construction staking.

Relevant Project Experience

SR-60/Nason Street Interchange, City of Moreno Valley, CA: Office Surveyor on the City's State Route 60/Nason Street Interchange Project. High traffic volumes have caused congestion, safety hazards and major delays, this project will pave the way for better traffic flow, easier access to the City of Moreno Valley, and improved connections to both east and west SR-60. It will realign and widen freeway on-ramps and off-ramps. In addition, the project will construct new drainage improvements, sound and retaining walls.

Cottonwood Avenue Topographic Survey, City of Moreno Valley, CA: Office Surveyor, responsible for a topographic survey consisting of cross sections and surface features of Cottonwood Avenue from Perris Boulevard to 650 feet east, and from the south right-of-way to 85 feet north of Cottonwood Avenue centerline. The services being provided include research of survey records within the City of Moreno Valley and Riverside County consisting of horizontal and vertical control; survey control using the existing centerline survey points to plot the record right-of-way and property lines on the topographic base map; and for the topographic survey.

Riverside Community College District (RCCD), ADA Transition Implementation Plans, County of Riverside, CA: Office Surveyor, responsible for topographic survey and mapping, preliminary and final engineering related to preparation of the ADA Transition Implementation Plans for the Moreno Valley College Campus, Riverside City College Campus, and the Norco College Campus. The objective of these ADA Plans is to evaluate the existing ADA issues, including but not limited to access ramps, walkway grades, ADA parking lot grades and access, and stairways. This \$3 million project started in Fall 2010, and will be completed at the end of 2012.



Kirk Denison, PLS
Field Surveyor/Party Chief

Education

BA/1995/University of Southern
California/Geography
Certificate/2000/Southern
California Joint Apprenticeship

Registration

2010/Professional Land Surveyor/
CA #8745

Mr. Denison has 11 years of experience in land surveying and GIS with extensive experience in freeway interchange, railway work and subdivisions, as well as in topographic, dam, ALTA, pipeline and boundary surveys. He is responsible for the daily work of the field crew, conducting the field survey or construction layout assignments, along with being responsible for the safety and training of all survey crew members. In addition, his duties consist of the maintenance and care of all assigned equipment and vehicles, and the efficiency, morale and daily productivity of survey crew.

Relevant Project Experience

SR-60/Nason Street Interchange, City of Moreno Valley, CA: Field Surveyor on the City's State Route 60/Nason Street Interchange Project. High traffic volumes have caused congestion, safety hazards and major delays, this project will pave the way for better traffic flow and easier access to the City of Moreno Valley, and improved connections to both east and west Route 60. It will realign and widen freeway on-ramps and off-ramps.

City of Moreno Valley On-Call Surveying, Moreno Valley, CA: Party Chief for various survey tasks as part of Psomas' on-call contract with the City. Tasks have represented a broad range of surveying functions in support of both design and post-design construction staking surveys. This has included signal location, roadway construction staking, and various street improvements including curb, gutter, and sidewalk location surveys.

Cottonwood Avenue Topographic Survey, City of Moreno Valley, CA: Field Surveyor, responsible for providing onsite services for a topographic survey consisting of cross sections and surface features of Cottonwood Avenue from Perris Boulevard to 650 feet east, and from the south right of way to 85 feet north of Cottonwood Avenue centerline.

SANBAG, I-10 Riverside Avenue Grade Separation, San Bernardino County, CA: Serving as Party Chief for construction staking for this project. The construction will involve demolition of the existing structure and new construction of an overcrossing over the I-10 freeway in Rialto. The project will widen the on- and off-ramps in both directions and includes drainage facilities, road improvements and sound wall construction.

Riverside Community College District (RCCD), ADA Transition Implementation Plans, County of Riverside, CA: Field Surveyor for the topographic survey related to preparation of the ADA Transition Implementation Plans for the Moreno Valley College Campus, Riverside City College Campus, and the Norco College Campus. The objective of these ADA Plans is to evaluate the existing ADA issues including but not limited to: access ramps, walkway grades, ADA parking lot grades and access, and stairways.

SR-91/SR-57 Interchange, Caltrans, Orange County, CA: Worked directly with Caltrans personnel on survey requests, QC and Safety.

I-405/SR-55 Interchange (MOS-1), OCTA, Orange County, CA: Worked directly with Caltrans personnel on survey requests, QC and Safety.



John Johnson, LSIT
Field Surveyor/Party Chief

Education

Surveying/Montana State University
U.S. Navy School for Data
Processing

Registration

Land Surveyor in Training/
CA #ZL004079

Mr. Johnson has over 25 years of land surveying experience. He has extensive experience as a responsible party chief of field surveys for railways, freeways, freeway interchanges, bridges, right-of-way surveys and boundary surveys. John has been responsible for the construction staking, right-of-way surveying, geodetic control, final monumentation, survey safety, quality assurance, calculations for geometric layouts and survey personnel assignments for a number of significant projects.

Relevant Project Experience

SR-60/Nason Street Interchange, City of Moreno Valley, CA: Field Surveyor on the City's State Route 60/Nason Street Interchange Project. High traffic volumes have caused congestion, safety hazards and major delays, this project will pave the way for better traffic flow and easier access to the City of Moreno Valley, and improved connections to both east and west Route 60. It will realign and widen freeway on-ramps and off-ramps.

SANBAG, I-10 Riverside Avenue Grade Separation, San Bernardino County, CA: Serving as Party Chief for construction staking for this project. The construction will involve demolition of the existing structure and new construction of an overcrossing over the I-10 freeway in Rialto. The project will widen the on- and off-ramps in both directions and includes drainage facilities, road improvements and sound wall construction.

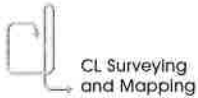
RCTC, SR-74 / I-215 Interchange Project, Riverside, CA: Serving as Party Chief, as part of the Jacobs Project Management Company team, to provide construction surveying services on RCTC's SR-74/I-215 Interchange Project. The project will replace the current two-lane bridge with an eight-lane bridge over the I-215 Freeway, and will realign freeway on- and off-ramps and add meters and carpool preference lanes to the on-ramps. In addition, the project will construct new drainage improvements, sound walls and retaining walls.

RCTC, Perris Valley Line (PVL) Right-of-Way Survey, Riverside, CA: Survey Party Chief for the Perris Valley Line project, which is a 24-mile extension of the Metrolink 91 Line. The extension would begin at a junction with the BNSF line, north of the City of Riverside, and turn southeast; the terminus of the Line is in the City of Perris at SR-74 and Ethanac Road. Psomas is providing survey and mapping to include survey control suitable for design mapping, ROW surveying along the PVL, and topographic surveying and mapping of existing encroachments.

RCTC SR-74 Curve Widening Project, Hemet, CA: Survey Party Chief for surveying, mapping and ROW engineering services for this project, which will widen the median, construct an additional westbound lane, and widen the shoulders between Calvert and California. The purpose of this project is to improve the safety of this section of SR-74 as it approaches the City of Hemet.



Lam Le, PLS
Project Surveyor



Education

Aerospace Engineering/ California
State Polytechnic University,
Pomona

Registration

Professional Land Surveyor/
CA #8231

Mr. Le has over 18 years of experience as a Project Manager, Project Surveyor and CADD operator. His technical experience includes CAD drafting using CAiCE, MicroStation InRoads, AutoCAD using SoftDesk, creating DTMs for earthwork quantities, road profiling, creating coordinate geometry figures for boundary analysis, computer-aided design and drafting. Mr. Le's duties include project management and coordination along with field support on multiple projects. He has provided multiple legal descriptions for easements, lot line adjustments and property descriptions and has done extensive title analysis for property establishment and ALTA Surveys.

Relevant Project Experience

- Caltrans District 8, SR-60/I-215 Right-of-Way Mapping, Riverside, CA
- Jeffrey Road Grade Separation, Irvine, CA
- Intersection Improvements, City of Anaheim, CA
- New Model Colony (East), Ontario, CA
- Alameda Corridor UPRR Alignment, Record of Survey, and ALTA, Ports of Long Beach and Los Angeles, CA



Dan Calvillo, PLS
Field Surveyor



Education

BS, Construction Management,
California State Polytechnic
University, Pomona

Registration

Professional Land Surveyor/
CA #8294

Mr. Calvillo has over 14 years of experience in the Land Surveying Industry, specializing in Mapping and data collection analysis. He has created a Field to Finish program of which converts field collected data into automatically created linework within AutoCAD. With this product and procedure, the time required to both data collect the field survey information and prepare the mapping is dramatically decreased. He has worked on hundreds of topographic surveys within his 12 year career at some of the largest nationally recognized firms.

Relevant Project Experience

- Los Angeles World Airports, Los Angeles, CA
- The Irvine Company, Planning Area 9A, Irvine, CA
- Artisan Square, Chino, CA
- Playa Vista Land Development, Los Angeles, CA
- Rancho Santiago Community College ALTA and Record of Survey, Santa Ana, CA
- Dynamic Spectrum Commercial Development Project, Los Angeles, CA



Project Experience

Firm Profiles

Psomas was founded as a land surveying firm in California in 1946. Today, Psomas is a multidiscipline firm offering professional surveying, right-of-way engineering, photogrammetric mapping, civil engineering, transportation engineering, Geographic Information System (GIS), water resources, and construction management services in California, Arizona, and Utah. Surveying and right-of-way engineering remain a core strength of the firm, with Psomas leading the way in adopting new technologies to better serve our clients' needs. Psomas was the first private firm in the western U.S. to employ GPS, as well as an early leader in GIS. Today, we are an industry leader in the use of digital orthophotography and laser scanning.

In-house Resources

Construction Surveying/Staking

- Construction staking
- Subdivision grading
- Monitoring
- Site improvement surveys
- Building control and layout
- As-built surveys
- Quality assurance surveying
- Quantity calculations and reports
- Haz-Mat surveys
- Deformation surveys

GPS/Geodetic Surveys

- Geodetic control surveys
- GPS surveys
- GPS/RTK surveys
- Airborne GPS
- Airfield surveys
- Precise leveling

Right-of-Way Engineering

- Control surveys
- Land net mapping
- Records of Survey
- Appraisal maps
- Utility detection and mapping
- Utility coordination
- Legal descriptions and plats
- Acquisition documents

Geographic Information Systems

- Custom Internet/intranet web applications
- Needs assessments
- Land use analysis
- GIS utility mapping
- Data management
- Database development

Design Surveys

- Engineering design surveys
- Architectural design surveys
- ALTA surveys
- Utility mapping
- Topographic mapping
- Subdivision mapping

Photogrammetry

- Digital orthophotography
- Aerial photography
- Topographic mapping
- 3-D imaging/modeling
- Aerial control
- Forensic mapping

CL Surveying and Mapping, founded in 2007, is a certified DBE, MBE and SBE land surveying firm. Their staff provides field and office survey services for construction staking of utilities, street construction and site developments. The firm prepares design surveys as base mapping for street improvement designs, utility routing, drainage studies and site development or redevelopment. They are experts in the integration of field survey and record data with digital aerial mapping and orthophotography.

Relevant Project Experience and References

Listed below and on the following pages are descriptions of public agency projects for which Psomas has provided design and construction surveying services in the last five years. The projects have been listed in order according to their similarity to the City of Moreno Valley's request and our understanding of the general scope of work. A reference is included for each project and we urge you to contact the individuals shown to verify the quality, appropriateness, and timely completion of our work.

Insurance Coverage

Psomas' current insurance information that is on file with the City of Moreno Valley has not changed and remains valid. Psomas is available to submit a proof of insurance certificate at contract award or during the negotiation process.

In-house Resources

Psomas has the most available crews of any survey firm in Southern California. With the backing of over 25 crews and more than 30 registered professional surveyors, Psomas has the breadth of staff to handle any client's request. The following list represents the services that Psomas offers in-house.



SR-60/Nason Street Interchange Moreno Valley, CA

Project Dates
2010 to Present

Reference

City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA
92552

Margery Lazarus, PE
Senior Engineer
(951) 413-3130

Psomas is providing construction surveying services for construction of the City's State Route 60/Nason Street Interchange Project. High traffic volumes have caused congestion, safety hazards and major delays; this project will pave the way for better traffic flow, easier access to the City of Moreno Valley, and improved connections to both east- and west-bound State Route 60. It will realign and widen freeway on-ramps and off-ramps. In addition, the project will construct new drainage improvements, sound walls and retaining walls.

Psomas is providing construction surveying services to include major survey control suitable for construction and staking for right-of-way and temporary construction easements, removals, sound wall and retaining wall structures, and all major construction.



SR-74/I-215 Interchange Perris, CA

Project Dates
2010 to Present

Owner

Riverside County
Transportation Commission

Reference

Jacobs Project
Management Co.
5757 Plaza Drive, Suite
100
Cypress, CA 90630

Gary Tomasetti
Project Manager
(951) 943-6454

As part of the Jacobs Project Management Company team, Psomas is providing construction surveying services on Riverside County Transportation Commission's (RCTC's) SR 74/215 Interchange Project in Perris. The project will pave the way for better traffic flow, easier access to downtown Perris, and improved connections to both north and south Interstate 215. The project will replace the current two lane bridge with an eight lane bridge over the Interstate 215 Freeway. It will also realign freeway on-ramps and off-ramps and add meters and carpool preference lanes to the on-ramps. In addition, the project will construct new drainage improvements, sound walls and retaining walls.

Psomas is providing construction surveying services to include major survey control suitable for construction and staking for right-of-way and temporary construction easements; removals; bridge, sound wall, and retaining wall structures; and all major construction.



Interstate 10/Riverside Avenue Interchange Rialto, CA

Project Dates
2010 to Present

Owner

San Bernardino Associated
Governments (SANBAG)

Reference

Berg and Associates
302 W. 5th Street, Suite
210
San Pedro, CA 90731

David Smith
Project Manager
(909) 877-8787

Psomas was retained by Berg and Associates to provide construction surveying services on SANBAG's Interstate 10/Riverside Avenue Interchange project in Rialto. High traffic volumes have caused congestion, safety hazards and major delays; this project will pave the way for better traffic flow, easier access to downtown Rialto, and improved connections to both east- and west-bound Interstate 10. The project will replace the current five-lane bridge with a nine-lane bridge over Interstate 10. It will also realign and widen freeway on-ramps and off-ramps. In addition, the project will construct new drainage improvements, sound walls and retaining walls.

Psomas is providing construction surveying services to include major survey control suitable for construction and staking for right-of-way and temporary construction easements; removals; bridge, sound wall and, retaining wall structures; and all major construction.



Lasselle Street Widening Moreno Valley, CA

Project Dates
2009 to 2010

Reference

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Viren Shah, PE
Consultant Project Manager
(951) 314-2288

Psomas was chosen, through a quality-based selection, to provide construction surveying services for the widening of Lasselle Street between John F. Kennedy Drive and Alessandro Boulevard. The Lasselle Street Widening is considered the City's most important roadway widening project with an accelerated design and construction schedule. Lasselle Street is a north/south arterial highway, as shown in the City of Moreno Valley's General Plan. The principal goal of the project involves widening Lasselle Street from John F. Kennedy Drive (southerly limit) to Alessandro Boulevard (northerly limit).

Psomas provided construction surveying services including horizontal and vertical control, removals and demolition, grading, new pavement, curb and gutter, bus turn-outs, storm drain facilities, and traffic signals at Brodiaea Avenue.



Clinton Keith Road/I-15 Interchange Wildomar, CA

Project Dates
April 2012 to Present

Owner

Riverside County
Transportation
Commission

Reference

Ivan Benavidez, PE
Project Manager,
Hill International
(909) 527-8580

Psomas is providing construction surveying services for the Clinton Keith Road at the I-15 Interchange Project. High traffic volumes have caused congestion, safety hazards and major delays, and improved connections to both east and west I-15. It will include widening Clinton Keith Road (in the vicinity of I-15), overcrossing to three lanes in each direction, the addition of auxiliary lanes on I-15, drainage, lighting, sign improvements, ramp metering on both on-ramps, and signal modifications.

Psomas is providing construction surveying services include major survey control suitable for construction, staking right-of-way and construction easements, staking of removals, staking of Clinton Keith widening, staking of the sound wall and retaining wall structures, and staking for all major construction.



I-215 South Improvement Project Murrieta, CA

Project Dates
2009 to Present

Reference

Riverside County
Transportation
Commission (RCTC)
4080 Lemon Street
3rd Floor
Riverside, CA 92501

Lisa DaSilva
RCTC Project Manager
(951) 787-7141

As a subconsultant, Psomas is providing surveying and mapping services on RCTC's I-215 South Corridor Improvement Project between Murrieta Hot Springs Road in Murrieta and Scott Road north of Murrieta. This is the southernmost section of RCTC's 29.25-mile freeway widening project between I-15 and SR 60. The project will add one general purpose lane to both northbound and southbound I-215, creating three lanes in each direction. Work will occur within the existing freeway median, which will reduce the project's impact on the community.

Psomas is providing survey and mapping services including major survey control suitable for design and construction, topographic surveying, including blending new topography into existing aerial mapping, preliminary and final right-of-way mapping and Record of Surveys, legal descriptions for right-of-way acquisition, and construction staking.

Scope of Services

Project Understanding

Psomas understands that the City of Moreno Valley has requested Construction Surveying Services to support the SR-60/Nason Street Overcrossing Improvements project. The project includes replacement of the SR-60/Nason Street Overcrossing structure, construction of a sound wall between Elder Avenue and SR-60, widening of Nason Street from Fir to Elder Avenue, modification of the intersection and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, completion of auxiliary lanes, utility relocations, installation of irrigation, landscaping and hardscaping. Landscaping and irrigation will be under a separate construction contract and covered under the same above scope of services.

Approach

Project Management

A consistent component of management style is to accommodate project adjustments while maintaining schedule and budget. This is achieved by maintaining open communications and fostering a sense of “team” between the client and consultant staff in the process. This technique creates a group that acts as an extension of City staff.

Frequent coordination meetings, especially early in the process, are needed to confirm that the consultant’s work effort is directed toward the same goal as the client. Initially, meetings can be held as often as weekly. Even after the number of scheduled meetings is reduced, frequent telephone conversations ensure that the client and consultant remain focused on the issues and ultimate success of the project.

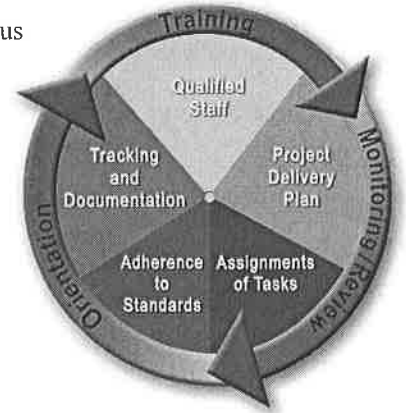
Weekly budget reviews by the team, led by the Project Manager, ensure that all team members are aware of project budget and schedule constraints. The team members are more likely to bring areas of concern to the attention of the manager in this environment. Weekly discussions also promote open communications among the entire team and make the discovery of potential problems much more likely. If problems are discovered, the team can discuss how the design tasks have changed, what tasks have been affected, and if corresponding adjustments to other tasks can be incorporated to keep the project on track. Adjustments to the project must be communicated to the client in a timely manner to keep the ultimate goal always in focus.

Quality Assurance/Quality Control Plan

Psomas prides itself on the quality of work produced and has a reputation for trouble-free construction documents and an absence of survey-related change orders. For our clients, this helps to eliminate construction cost overruns and protracted negotiation over Contractor claims. This track record is the result of following a well-developed surveying methodology with integrated quality control measures, which are defined in the firm’s Project Management Manual and technical manuals.

For this assignment, these procedures will be implemented by the QA/QC Manager and the Project Manager throughout the duration of this project, from initial scoping through agency review and approval. Key actions Psomas will take as part of the quality control process for this contract include:

- Assignment of qualified support staff will be retained on the project throughout its duration.
- Implementation of checking procedures for various stages of work, including:
 - ▶ Color-coded highlighting of plans and computations
 - ▶ Independent checking of all survey notes and calculations



Scope of Services

Work Plan

Pre-Construction Activities and Weekly Meetings

- Psomas will attend the pre-construction meeting.
- The Project Manager will attend weekly project meetings, as needed.
- The survey crew will recover and verify the project horizontal and vertical control points.
- Psomas' survey crew will establish semi-permanent horizontal and vertical project control points throughout the project to maintain efficient construction staking procedures.
- Psomas will perform as-built survey of tie-in locations. The information will be verified against the plans, and any discrepancy will be provided to the City of Moreno Valley.
- Psomas will survey existing centerline monuments to perpetuate the centerline position of the areas affected by the proposed improvements. The centerline tie notes will be provided to the City of Moreno Valley, and corner records will be prepared and filed with the Riverside County Surveyor's office as required by the Professional Land Surveyors Act.
- Upon City of Moreno Valley approval, Psomas will provide as-needed survey services during the construction of the project.
- Psomas will provide re-stakes for replacement of construction stakes lost due to construction by others and incidental survey stakes as may be required throughout the project. This is a budget item and will be billed in accordance with actual time spent on the task when authorized by the City. A budget has been established for this task.

1. **Pre-Construction Calculations** | Psomas will acquire the improvement plans, horizontal control, vertical control, right-of-way maps, alignment files, coordinate files, and record maps from Riverside County Transportation Department and the Engineer of Record. From this information, the calculations will be performed to support the staking of items listed below.
2. **Construction Control** | Psomas will recover record horizontal and vertical survey control monuments within the subject area. After the complete recovery of existing control, Psomas will set additional semi-permanent monuments to assure the original horizontal and vertical control will be protected throughout the construction.
3. **Right-of-Way Flagging** | Psomas will set one (1) set of stakes to flag the right-of-way and temporary construction easements from the right-of-way maps acquired in item one above.
4. **Cadastral Monument Perpetuation** | Psomas will recover all cadastral monuments shown on the right-of-way maps that are within the construction area that may be destroyed during construction, and will set reference marks for monument perpetuation. Psomas will prepare and file a Corner Record for the cadastral monuments that may be destroyed during construction. After construction, Psomas will replace the destroyed cadastral monuments.
5. **Clearing and Removal** | Psomas will set station control for the various alignments to assist with the identification of items to be removed.
6. **Rough Grade Stakes** | Psomas will set one (1) set of slope stakes for Nason Street and the abutment fills as shown on the Contour Grading Sheets of the improvement plans at a minimum of 50-foot intervals. At the completion of grading, Psomas will set one (1) set of alignment stakes with grades to finish surface at a minimum of 50-foot intervals.
7. **Drainage Facilities** | Psomas will set one (1) set of stakes for placement of the drainage facilities. Stakes will be set for the main lines and subsequent stakes will be set for the construction of headwalls.
8. **Utility Relocation** | Psomas will set one (1) set of finish grade stakes at the utility relocations as shown on the utility plans.
9. **Nason Street Bridge** | Psomas will set construction stakes for footings, bents, abutments and wingwalls for the Nason Street Overcrossing.
10. **Stage 1A** | Psomas will set one (1) set of stakes for construction of the curb, AC dike, or plane of pavement at 25-foot intervals as called for in the improvement plans under Stage 1A.
11. **Stage 1C** | Psomas will set one (1) set of stakes for construction of the curb, AC dike, or plane of pavement at 25-foot intervals as called for in the improvement plans under Stage 1C.

12. **Stage 1D** | Psomas will set one (1) set of stakes for construction of the curb, AC dike, or plane of pavement at 25-foot intervals as called for in the improvement plans under Stage 1D.
13. **Stage 2A** | Psomas will set one (1) set of stakes for construction of the curb, AC dike, or plane of pavement at 25-foot intervals as called for in the improvement plans under Stage 2A.
14. **Stage 2C** | Psomas will set one (1) set of stakes for construction of the curb, AC dike, or plane of pavement at 25-foot intervals as called for in the improvement plans under Stage 2C.
15. **Stage 3** | Psomas will set one (1) set of stakes for construction of the curb, AC dike, or plane of pavement at 25-foot intervals as called for in the improvement plans under Stage 3.
16. **Sound Walls** | Psomas will set one (1) set of stakes of stakes for grading of the sound walls, and one (1) set of stakes of the layout line (LOL) for construction of the sound walls.
17. **Signal, Lighting and Electrical Systems** | Provide stakes at the center of the street lights and pull boxes. Grades will be provided to finish grade.
18. **Restake** | Provide survey stakes to allow for replacement of survey stakes lost due to construction by others and incidental survey stakes as may be required throughout the project. This is a budget item as requested and will be billed in accordance with actual time spent on the task when authorized by the City. A preliminary budget of 10 trips (2 hours per trip) has been established for this task.

Exclusions

- As-built surveys
- Traffic control
- Surveys for the determination of quantities and/or pay quantities
- Surveys to locate infrastructure conflicting with new construction
- Staking of guard rails and lane delineation lines
- Any other items not listed above

19. **Landscape and Irrigation Construction Staking** | At the completion of Nason Street Overcrossing construction, Psomas will set station control along the various alignments for the placement of landscape and irrigation improvements.

Resource Allocation Matrix

The Resource Allocation Matrix presented on the following page includes, per Item F. of the RFP, a detailed list of tasks in rows with the appropriate individual (job title) and the number of hours each individual is proposed to work on each task shown.



Resource Allocation Matrix

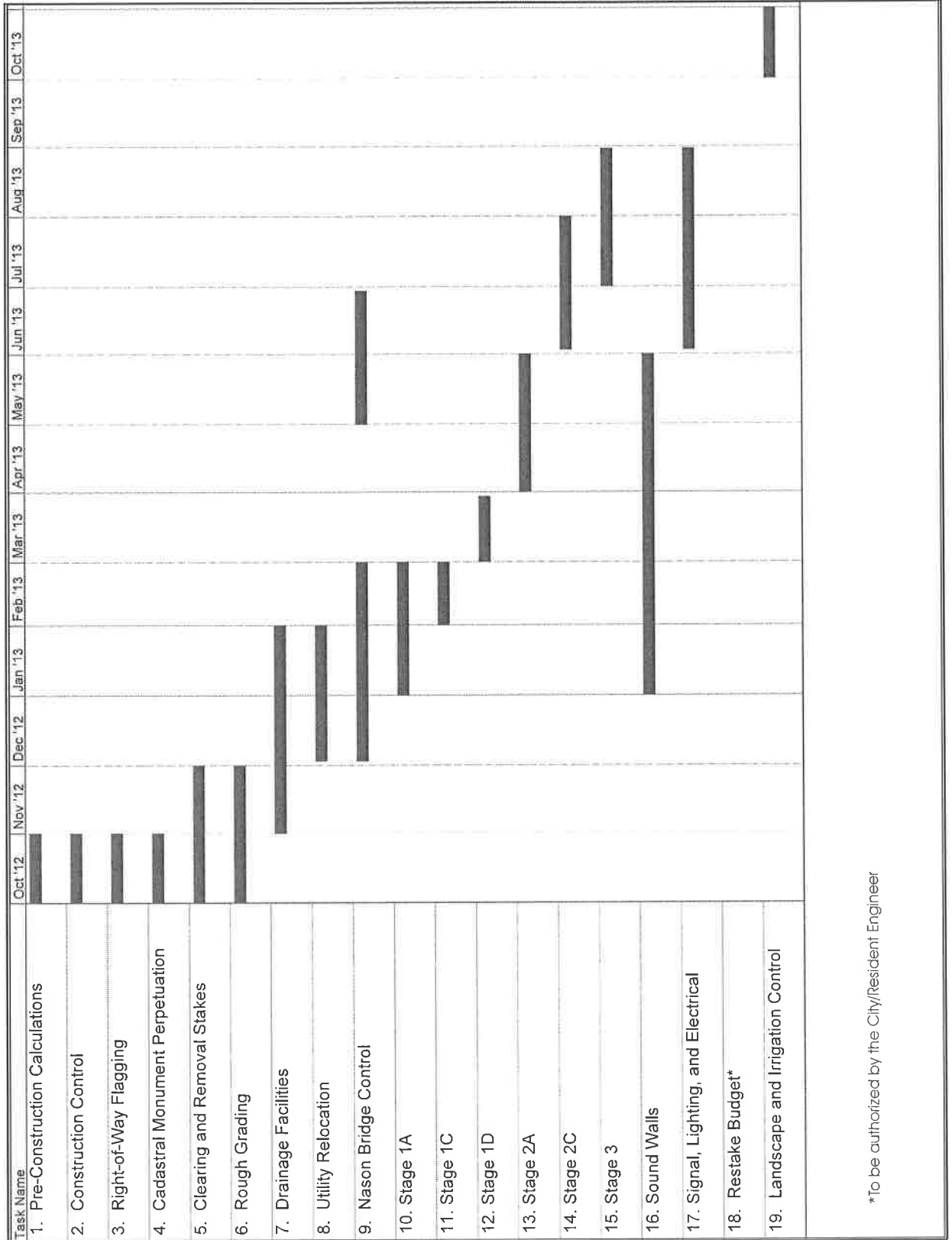
Task Description	Professional and Technical Classifications					Total Man Hours
	Project Manager	Office Surveyor	Survey CADD	Project Admin.	2-Person Survey Crew	
Construction Surveying						
1. Pre-Construction Calculations	2	16		1		19
2. Construction Control	1	8			16	25
3. Right-of-Way Flagging	1				16	17
4. Cadastral Monument Perpetuation	8	32	24	2	16	82
5. Clearing and Removal	2				2	2
6. Rough Grading	4	8			40	52
7. Drainage Facilities	1	8			40	49
8. Utility Relocation	1	1			8	10
9. Nason Bridge Control	1	4			32	37
10. Stage 1A	1	4			24	29
11. Stage 1C	1	4			24	27
12. Stage 1D	1	4			32	37
13. Stage 2A	1	4			32	37
14. Stage 2C	1	4			32	37
15. Stage 3	1	4			32	37
16. Sound Walls	1	1			8	10
17. Signal, Lighting and Electrical	1	1			8	
18. Restake Budget*	5	5			20	30
19. Landscape and Irrigation Control	5	5			40	50
Subtotal	39	116	24	3	436	618
County Checking Fees Budget						
Printing Budget						
CL Surveying (Subconsultant)	4				104	108
Total	43	116	24	3	540	726

Project Schedule

Psomas understands that this project is scheduled to start in October 2012, and has an estimated construction schedule of 13 months. Psomas will respond to the City's approved staking requests, at a minimum, within 48 hours, and typically within 24 hours. Because this is a fast-paced project, Psomas has the depth of resources to assign multiple survey crews to the project when necessary. Psomas will coordinate internally to maintain efficiency and quality throughout the construction schedule.

A detailed Project Schedule is included on the following page.

Project Schedule



*To be authorized by the City/Resident Engineer



Rate Schedule

Billing Rates

Civil Engineering, Surveying, and Geospatial Services

Rates for services are effective through December 31, 2013

Hourly Rates

Office Services

- \$ 75 - \$ 85 – Word Processors and Project Assistants
- \$ 85 - \$105 – Drafters, Design Drafters, Analysts, and Assistant Planners
- \$ 85 - \$120 – Staff Surveyors/CADD Technician/GIS Technicians
- \$105 - \$145 – Planners, Engineers and Surveyors
- \$120 - \$150 – Project Engineers/ Project Surveyors/GIS Specialist
- \$150 - \$195 – Planning and Entitlements, Principals
- \$150 - \$165 – Sr. Project Surveyor/Sr. GIS Specialist
- \$185 - \$225 – Sr. Project Manager/Technical Manager
- \$185 - \$210 – Principal in Charge

Hourly Rates

Field Services

- \$165 – One-man survey party
- \$242 – Two-man survey party
- \$355 – Three-man survey party
- \$145 – Field Supervisor

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates.

Reimbursables

Mileage and parking expenses incurred by office employees are charged at cost. Prints, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus 10 percent. The services of outside consultants will be charged at cost plus 15 percent.



City of Moreno Valley
SR-60/Nason Street Overcrossing
Improvements
Project No. 07-41570024

Proposal for
Construction Surveying Services

**Additions or
Exceptions
to the City's
Request for
Proposal**

Additions or Exceptions to the City's RFP

Psomas makes no additions, nor takes any exceptions, to the City of Moreno Valley's Request for Proposal.

Required Statements

- A. This Request for Proposal will be incorporated in its entirety as part of Psomas' proposal.
- B. This Request for Proposal and Psomas' proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by Psomas and the Mayor or City Manager of Moreno Valley.
- C. Psomas' services to be provided, and fees therefore, are in accordance with the City's Request for Proposal except as otherwise specified in Psomas' proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. We have included in a separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" our statement upon which Psomas' proposal will be contingent and which will take precedence over the City of Moreno Valley's Request for Proposal.
- E. Psomas has included its statement of qualifications, beginning on Page 1 of this proposal under the heading "Statement of Qualifications," that is applicable to this project including the names, qualifications and proposed duties of Psomas' staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of Psomas' staff should become unavailable, Psomas understands they may substitute other staff of at least equal competence only after prior written approval by the City.
- F. Psomas has included a resource allocation matrix on Page 15 of this proposal. The resource allocation matrix lists detailed tasks in rows and the appropriate individual, as well as the number of hours that these individuals will be working on each task listed, including in adjacent columns.
- G. Psomas' hourly rate schedule is included on Page 17 of this proposal. This rate schedule is part of our proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. Psomas understands that all extra work will require prior approval from the City. Psomas has also included our cost proposal, which is provided under separate cover.
- H. We have addressed our use of subconsultants in the Team Qualifications section of our proposal. We acknowledge and understand that Psomas will not be allowed to change any subconsultant without written permission from the City.
- I. All charges for consultant services are for a "Not-to-Exceed Fee," which includes conservatively estimated reimbursable expenses, as submitted and made part of Psomas' proposal.
- J. Psomas will document and provide our results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.



- K. Psomas will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. Psomas' hourly rate schedule is included on Page 17 of this proposal. This rate schedule is part of our proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. Psomas understands that all extra work will require prior approval from the City. Psomas has included an itemized cost breakdown of the work described in this proposal in a separate sealed envelope as part of our proposal submittal.
- M. Psomas will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. All federal laws and regulations will be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations, the strictest will be adhered to.
- O. Psomas will allow all authorized federal, state, county and City officials access to our place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this specific project. All relevant records will be retained for at least three years.
- P. Psomas will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7) and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision, and State of California prevailing wage rates, respectively.
- Q. Psomas will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. Psomas offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment will be made and become effective at the time the City tenders final payment to Psomas, without further acknowledgement by the parties.
- S. Psomas understands this agreement is not financed in whole or part with federal funds, but will follow Title 49, CFR, Part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Psomas understands that obtaining Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its overall DBE Annual Anticipated DBE Participation Level (AADPL) for the race-neutral program and race conscious program. Psomas has completed the forms listed in "Attachments" and included them in the Appendix section of this proposal.



Appendix

Included in this Appendix are the following forms:

Required Forms

Attachment "D" - Disclosure of Lobbying Activities.....	A1
Attachment "E" - List of Subconsultants Form.....	A2
Attachment "F" - Proposer's List of Subconsultants (DBE and Non-DBE) – Parts I and II	A3 – A4
Attachment "G" - Exhibit 10-O1: Local Agency Consultant DBE Commitment	A5
Attachment "H" - Exhibit 10-O2: Local Agency Consultant DBE Information.....	A6
Attachment "I" - Exhibit 15-H: DBE Information Good Faith Efforts	A7 – A9
Certification for Contracts, Grants, Loans and Cooperative Agreements	A10



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: N/A <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: N/A <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: N/A <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Psomas 1500 Iowa Avenue, Suite 210, Riverside, CA 92507 Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: N/A \$	
10. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i> N/A	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i> N/A	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Cliff Simental</u> Print Name: <u>Cliff Simental, PLS</u> Title: <u>Vice President</u> Telephone No.: _____ Date: <u>August, 16, 2012</u> (951) 787-8421	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Standard Form LLL Rev. 06-04-90

W:\CapProj\CapProj\Caltrans-FHWA\DBE Disadvantage Business Enterprise\DBE Specs, Forms & Updates\Boiler-RFP Attachment-Form LLL-DBE.doc

Attachment "D"



LIST OF SUBCONSULTANTS

PROJECT NAME: Professional Consultant Construction Surveying Services for
SR-60/Nason Street Overcrossing Improvements Project (EA 32302)

PROJECT NO: 07-41570024

CONSULTANT NAME: Psomas

NAME CL Surveying and Mapping	DESCRIPTION OF SUBCONSULTANT'S WORK: Survey and Mapping
TELEPHONE (909) 484-4200	
ADDRESS 1269 Pomona Road, Suite 108	
CITY, STATE ZIP Corona, CA 92882	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information

Attachment "E"



PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name CL Surveying and Mapping	Phone (909) 484-4200	<input checked="" type="checkbox"/> < \$1 million		<input checked="" type="checkbox"/> YES
Address 1269 Pomona Road, Suite 108	Fax (909) 484-4229	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Corona, CA 92882		<input type="checkbox"/> < \$10 million		If YES list DBE #: 38284
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.) 5
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

Attachment "F"



Not Applicable

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

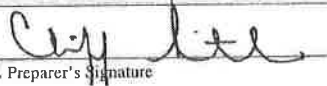
Distribution: 1) Original – Local Agency File



EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Moreno Valley</u>			
2. Project Location: <u>Moreno Valley, CA</u>			
3. Project Description: <u>Construction Surveying Services for SR-60/Nason Street Overcrossing Improvements</u>			
4. Consultant Name: <u>Psomas</u>			
5. Contract DBE Goal %: <u>14%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Surveying and Mapping	CL Surveying and Mapping 1269 Pomona Road, Suite 108 Corona, CA 92882	38284	15%
Local Agency to Complete this Section			10. Total % Claimed
16. Local Agency Contract Number: _____			15% %
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			<div style="text-align: center;">  11. Preparer's Signature Cliff Simental, PLS </div> <div style="text-align: center;"> 12. Preparer's Name (Print) Vice President </div> <div style="text-align: center;"> 13. Preparer's Title 8/16/2012 (951) 787-8421 </div> <div style="text-align: center;"> 14. Date 15. (Area Code) Tel. No. </div>
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print)			
20. Local Agency Representative Signature	21. Date		
22. Local Agency Representative Title	23. (Area Code) Tel. No.		

Distribution: (1) Original – Submit with Award Package
 (2) Copy – Local Agency files



EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Moreno Valley</u>			
2. Project Location: <u>Moreno Valley</u>			
3. Project Description: <u>Construction Surveying Services for SR-60/Nason Street Overcrossing Improvements</u>			
4. Total Contract Award Amount: \$ <u>160,112</u>			
5. Consultant Name: <u>Psomas</u>			
6. Contract DBE Goal %: <u>14%</u>			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ <u>24,060</u>			
8. Total Number of <u>all</u> Subcontractors: <u>One (1)</u>			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Surveying and Mapping	CL Surveying and Mapping 1269 Pomona Road, Suite 108 Corona, CA 92882	38284	\$24,060
Local Agency to Complete this Section			13. Total Dollars Claimed
20. Local Agency Contract Number: _____			\$ 24,060
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			14. Total % Claimed
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			15 %
23. Local Agency Representative Name (Print) _____			15. Preparer's Signature Cliff Simental, PLS 16. Preparer's Name (Print) Vice President
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
Caltrans to Complete this Section			17. Preparer's Title
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			8/16/2012 (951) 787-8421
28. DLAE Name (Print) _____			18. Date
29. DLAE Signature _____		30. Date _____	19. (Area Code) Tel. No.

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files



Local Assistance Procedures Manual

Not Applicable

Exhibit 15-H
DBE Information - Good Faith Effort

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates



**Exhibit 15-H
DBE Information -Good Faith Effort**

Not Applicable

Local Assistance Procedures Manual

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:



Local Assistance Procedures Manual

Not Applicable

Exhibit 15-H
DBE Information - Good Faith Effort

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year 2012 to 2013)

I, Cliff Simental, Vice President, hereby certify on behalf
(Name and title of Grantee official)

of Psomas
(Name of Grantee)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 16 of August, 2012.

 By:
(Signature of authorized official)

Vice President
(Title of authorized official)

Revised October 16, 2012

Margery Lazarus, PE
Senior Engineer
CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

**Subject: Professional Consultant Construction Survey Services for
SR-60/Nason Street Overcrossing Improvements Project (EA 32302)
Project No. 07-41570024**

Dear Ms. Lazarus:

I would like to take this opportunity to thank you for selecting Psomas to provide Survey Services for the SR-60/Nason Street Overcrossing Improvements Project.

Psomas has provided construction surveying and mapping services to the City of Moreno Valley and numerous Southern California agencies and public sector clients for over 65 years. Psomas can field up to 30 fully equipped field crews and we have ample staff to do this project. Psomas has a local Inland Empire office located in Riverside, where the work on this project will be performed and managed, under the direction of myself, Cliff Simental, PLS. As the project manager I will implement the following plan on your project:

1. Review the staking request prior to dispatching the survey crew.
2. Review and check the staking that was provided.
3. Provide on a daily basis the completed daily Field Work Authorization (FWA) form.
4. Provide the survey notes and the FWA to the City upon completion of the staking.
5. Perform a minimum of bi-weekly site visits to the project.
6. Communicate on a regular basis with the City's Project Manager.
7. Acquire feedback from the Resident Engineer.
8. Manage our sub-consultants to provide the same level of service as noted above.

In addition to our own resources, Psomas has teamed with CL Surveying and Mapping, a certified DBE firm, to provide survey support services to the Psomas Team. We are committed to the City of Moreno Valley to meet and, indeed, exceed the 14% DBE participation goal for this contract. CL Surveying and Mapping will provide construction staking through the duration of the project for the various tasks such as: Rough and finish grading, drainage facilities, bridge layout and control, and the various phases of construction.

1500 Iowa Avenue
Suite 210
Riverside, CA 92507-2465

Tel 951.787.8421
Fax 951.682.3379
www.psomas.com

Margery Lazarus, PE, Senior Engineer
CITY OF MORENO VALLEY

Page 2 of 2

Revised October 16, 2012

SR-60/Nason Street Overcrossing Improvements Project (EA 32302) Project No. 07-41570024

Attached is our scope of work, and total cost of \$159,951. The cost is separated into two sections and a summary costs for our sub-consultant. The first table is a cost of \$148,523 for the overcrossing improvement portion of the project. The second table is a cost of \$11,428 for the landscape portion of the project. The third table is the back-up of the costs with billing rates for our sub-consultant CL Surveying and Mapping.

Please do not hesitate to contact me regarding any questions or clarifications that you may have. I can be reached on my cell phone at any time at 909-322-6676 or by e-mail at cliff.simental@psomas.com
Thank you for selecting Psomas for this project.

Sincerely,

PSOMAS



Cliff Simental, PLS
Vice President, Land Surveying and Mapping

Attachments:

- Scope of Work
- Cost Proposal
- Quality Assurance Handbook

**Scope of Surveying Services
SR 60 / Nason Street Overcrossing Improvement Project
September 26, 2012**

1. Pre Construction Calculations

Psomas will acquire the improvement plans, horizontal control, vertical control, right of way maps, alignment files, coordinate files, and record maps from Riverside County Transportation Department and the Engineer of Record. From this information, the calculations will be performed to support the staking of items listed below.

2. Construction Control

Psomas will recover record horizontal and vertical survey control monuments within the subject area. After the complete recovery of existing control, Psomas will set additional semi-permanent monuments to assure the original horizontal and vertical control will be protected throughout the construction.

3. Right of Way Flagging

Psomas will set one set of stakes to flag the right of way and temporary construction easements from the right of way maps acquired in item one above.

4. Cadastral Monument Perpetuation

Psomas will recover all cadastral monuments shown on the right of way maps that are within the construction area that may be destroyed during construction and will set reference marks for monument perpetuation. Psomas will prepare and file a Corner Record for the cadastral monuments that may be destroyed during construction. After construction, Psomas will replace the destroyed cadastral monuments.

5. Clearing and Removal

Psomas will set station control for the various alignments to assist with the identification of items to be removed.

6. Rough Grade Stakes

Psomas will set one set of slope stakes for Nason Street and the abutment fills as shown on the Contour Grading Sheets of the improvement plans at a minimum of 50 foot intervals. At the completion of grading, Psomas will set one set of alignment stakes with grades to finish surface at a minimum of 50 foot intervals.

7. Drainage Facilities

Psomas will set one set of stakes for the placement of the drainage facilities. Stakes will be set for the main lines and subsequent stakes will be set for the construction of headwalls.

8. Utility Relocation

Psomas will set one set of finish grade stakes at the utility relocations as shown on the utility plans.

9. Nason Street Bridge

Psomas will set horizontal and vertical control for the construction of the footings, bents, abutments and wingwalls for the Nason Street Overcrossing. Stakes will be set on each side of the structure referencing the controlling line.

10. Stage 1A

Psomas will set one set of stakes for the construction of the curb, AC dike, or plane of pavement at 25 foot intervals as called for in the improvement plans under Stage 1A.

11. Stage 1C

Psomas will set one set of stakes for the construction of the curb, AC dike, or plane of pavement at 25 foot intervals as called for in the improvement plans under Stage 1C.

12. Stage 1D

Psomas will set one set of stakes for the construction of the curb, AC dike, or plane of pavement at 25 foot intervals as called for in the improvement plans under Stage 1D.

13. Stage 2A

Psomas will set one set of stakes for the construction of the curb, AC dike, or plane of pavement at 25 foot intervals as called for in the improvement plans under Stage 2A.

14. Stage 2C

Psomas will set one set of stakes for the construction of the curb, AC dike, or plane of pavement at 25 foot intervals as called for in the improvement plans under Stage 2C.

15. Stage 3

Psomas will set one set of stakes for the construction of the curb, AC dike, or plane of pavement at 25 foot intervals as called for in the improvement plans under Stage 3.

16. Sound Wall

Psomas will set one set of stakes of stakes for the grading of the sound walls, and one set of stakes of the lay out line (LOL) for the construction of the sound walls.

17. Signal, Lighting and Electrical Systems

Provide stakes at the center of the street lights and pull boxes. Grades will be provided to finish grade.

18. Restake

Provide survey stakes to allow for replacement of survey stakes lost due to construction by others and incidental survey stakes as may be required throughout the project. This is a budget item as requested and will be billed in accordance with actual time spent on the task when authorized by the City. A preliminary budget of 10 trips (2 hours per trip) has been established for this task.

19. As Needed Services

Psomas will provide as needed survey services to allow for incidental survey as may be required throughout the project. This is a budget item as requested and will be billed in accordance with actual time spent on the task when authorized by the City.

Exclusions:

As Built surveys

Traffic control

Surveys for the determination of quantities and or pay quantities

Surveys to locate infrastructure conflicting with new construction

The staking of guard rails, and lane delineation lines.

Any other items not listed above

20. Landscape and Irrigation Construction Staking

At the completion of Nason Street Overcrossing construction, Psomas will set station control along the various alignments for the placement of landscape and irrigation improvements.

LAND SURVEYING AND MAPPING SERVICES
SR 60 / Nason Street Overcrossing Improvement Project
 EA 32302 Project No. 07-41570024
 September 26, 2012

P S O M A S

TASK DESCRIPTION	PROFESSIONAL & TECHNICAL CLASSIFICATIONS						TOTALS	
	PROJECT MANAGER	OFFICE SURVEYOR	SURVEY CAD	PROJECT ADMIN	2-PERSON SURVEY CREW	TOTAL MAN HOURS	TOTAL DOLLARS	
1 Pre-Construction Calculations	\$84.14	\$46.50	\$30.00	\$18.00	\$83.39	18	\$912	
2 Construction Control		16				11	\$844	
3 RAW Flagging		2			8	8	\$1,123	
4 RAW and ESA Flagging		8	8		8	26	\$1,447	
5 Clearing and Removal Stakes		2			8	11	\$844	
6 Rough Grading		4			24	32	\$2,524	
7 Drainage Facilities		4			24	29	\$2,272	
8 Utility Relocation	0.5	1			8	9.5	\$756	
9 Nason Bridge Control	2	4			32	38	\$3,023	
10 Stage 1A	2	4			32	38	\$3,023	
11 Stage 1C	2	4			28	34	\$2,689	
12 Stage 1D	2	4			32	38	\$3,023	
13 Stage 2A	1	4			16	21	\$1,604	
14 Stage 2C	2	4			24	30	\$2,356	
15 Stage 3	1	3			16	20	\$1,558	
16 Sound Walls	2	4			22	28	\$2,189	
17 Signal Lighting Electrical	1	1			8	10	\$798	
18 Restake Budget *	4	2			20	26	\$2,097	
19 As Needed Services *	8	8			64	80	\$6,382	
20 Landscape and Irrigation Control								
Sub Total	39.5	87	8		382	516.5	\$39,464	
							\$39,464	
							\$73,719	
							\$113,183	
							\$11,318	
							\$124,501	
							\$1,000	
							\$586	
							\$22,456	
							\$148,523	
Courty Checking Fees Budget								
Printing Budget								
CL Surveying (Sub-Consultant)								
Total								

* To be authorized by the City/Resident Engineer

LAND SURVEYING AND MAPPING SERVICES
SR 60 / Nason Street Overcrossing Improvement Project
 EA 32302 Project No. 07-41570024
 September 26, 2012

P S O M A S

TASK DESCRIPTION	PROFESSIONAL & TECHNICAL CLASSIFICATIONS						TOTALS	
	PROJECT MANAGER	OFFICE SURVEYOR	SURVEY CAD	PROJECT ADMIN	2-PERSON SURVEY CREW	TOTAL MAN HOURS	TOTAL DOLLARS	
1 Pre-Construction Calculations	\$84.14	\$46.50	\$110.00	\$75.00	\$83.39			
2 Construction Control								
3 R/W Flagging								
4 R/W and ESA Flagging								
5 Clearing and Removal Stakes								
6 Rough Grading								
7 Drainage Facilities								
8 Utility Relocation								
9 Nason Bridge Control								
10 Stage 1A								
11 Stage 1C								
12 Stage 1D								
13 Stage 2A								
14 Stage 2C								
15 Stage 3								
16 Sound Walls								
17 Signal, Lighting Electrical								
18 Restake Budget *								
19 As Needed Services								
20 Landscape and Irrigation Control	2	2			32	36	\$2,930	
Sub Total	2	2			32	36	\$2,930	
							\$2,930	
							\$5,473	
							\$8,403	
							\$840	
							\$9,243	
County Checking Fees Budget								
Printing Budget								
CL Surveying (Sub-Consultant)								
Total								\$11,428

* To be authorized by the City/Resident Engineer

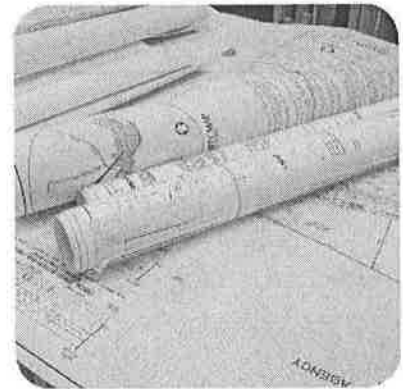
LAND SURVEYING AND MAPPING SERVICES
SR 60 / Nason Street Overcrossing Improvement Project
 EA 32302 Project No. 07-41570024
 September 26, 2012

CL Surveying

TASK DESCRIPTION	PROFESSIONAL & TECHNICAL CLASSIFICATIONS						TOTALS	
	PROJECT MANAGER	OFFICE SURVEYOR	SURVEY CAD	PROJECT ADMIN	2- PERSON SURVEY CREW	TOTAL MAN HOURS	TOTAL DOLLARS	
	\$44.96				\$84.09			
1 Pre-Construction Calculations								
2 Construction Control	1				8	9	\$718	
3 R/W and ESA Flagging								
4 Cadastral Mon/Corner Records					8	8	\$673	
5 Clearing and Removal Stakes	1				8	9	\$718	
6 Rough Grading					8	9	\$718	
7 Drainage Facilities	1				8	8	\$673	
8 Utility Relocation					8	8	\$673	
9 Nason Bridge Control					8	8	\$673	
10 Stage 1A					8	8	\$673	
11 Stage 1C					8	8	\$673	
12 Stage 1D								
13 Stage 2A								
14 Stage 2C					8	8	\$673	
15 Stage 3								
16 Sound Walls								
17 Signal, Lighting Electrical								
18 Restake Budget *								
19 As Needed Services *	1				8	9	\$718	
Total Nason Overcrossing	4				80	84	\$6,907	
						Direct Labor Cost	\$6,907	
						Overhead at 195.3%	\$13,489	
						Subtotal	\$20,396	
						Profit at 10%	\$2,040	
						Total Labor Cost	\$22,436	
					8	8	\$673	
20 Landscape and Irrigation Control						Direct Labor Cost	\$673	
						Overhead at 195.3%	\$1,314	
						Subtotal	\$1,987	
						Profit at 10%	\$199	
						Total Labor Cost	\$2,185	
Total							\$24,621	

* To be authorized by the City/Resident Engineer

PSOMAS



QUALITY ASSURANCE HANDBOOK

Balancing the Natural and Built Environment



Psomas Quality Assurance Handbook

Psomas' Quality Philosophy

We believe that client satisfaction is the best measurement of our success. Client satisfaction cannot be achieved unless another of our key beliefs – quality – is also met.

Quality is one of the cornerstones of our company and a key part of the Psomas culture. Quality is not a product, yet without it, we have nothing to sell. A principal of our quality philosophy is that the job be done right the first time:

“Do it once, do it right, and build a strong client relationship.”

We wish to fulfill or exceed the expectations and needs of our clients and will do so by providing quality services. As stated in our Key Beliefs, “We believe quality is achieved through teamwork, adherence to firm-wide procedures and the setting of high standards.”

Psomas Mission Statement

Integrating information and engineering solutions to enhance the lives of millions.

Psomas Key Beliefs

We believe that people deserve to be treated with honesty, integrity, respect, and dignity.

We believe in honoring accomplishment, recognizing effort, and providing opportunities for employees.

We believe in using our talents to better the environment and humankind.

We believe in employee ownership and participatory management.

We believe quality is achieved through teamwork, adherence to firm-wide procedures, and the setting of high standards.

We believe client satisfaction is the best measure of our success.



Quality at Psomas

What is Quality?

Quality assurance at Psomas is a company-wide approach, supported by specific procedures, to ensure delivery of accurate, coordinated, and complete maps, plans, specifications, reports, stakes, and/or other engineering, surveying and planning deliverables in support of the client's requirements identified in the client's contract.

Why is Quality Important?

Quality is an important value to be understood at Psomas. It is something we strive for and expect from ourselves. It reaches deeper than the services we provide and touches the very roots of our existence. It is what we are. Quality must permeate the Psomas organization in the way we approach our clients and client relationships, the way we run and do our business, the services and deliverables we produce, and the way we treat each other. Quality is not a product, but without quality, we have nothing to sell.

Fundamentals of Quality

Quality Definition

Conformance to Requirements

Requirements must be identified and mutually agreed upon by the client, the team leader, the project manager, and the senior project staff before the project begins.

Quality Achievement

The System for Achieving Quality is Prevention

This occurs by working to avoid problems, identifying the causes when they occur, and taking the steps necessary to eliminate the conditions that cause them.

Quality Performance

The Performance Standard is Zero Defects

This precise quality standard requires a personal commitment to take requirements seriously. Conventional standards convey the impression that some level of error and wasted effort are acceptable. This will not be the case at Psomas.



Quality Measurement

The Measurement of Quality is the Cost of Nonconformance, or the Cost of Doing Things Wrong

Measurement of the cost of wasted effort and the fix to make things right is a good tool for identifying areas needing attention and setting priorities for the elimination of problems. Any nonconformance or rework activity is a candidate for measurement.

Application and Understanding of these Principles is Basic to the Psomas Quality Assurance System

What do we do at Psomas to assure quality?

As mentioned above, quality is what we are at Psomas. The concept and importance of quality is taught to every employee. Guidelines are set out in the Project Manager's Manual, Engineering Design Manual, Survey Procedures Manual, and the Construction Staking Manual (the manuals) for every task in a project. These guidelines are augmented by the project work plan and the project quality assurance plan that identifies and lays out the procedures for specific project tasks. These manuals were written by the leaders of Psomas who have committed to them fully. By following the guidelines we assure our clients that their project will conform to requirements.

How do we know if Psomas is doing well?

- ▶ The cost of nonconformance
- ▶ Client Satisfaction Reviews

Project Quality Assurance

Approach

The entire company participates in quality assurance. Quality work is what Psomas must furnish to a client in order to compete successfully for new work. Some of the procedures utilized to help assure that quality work is performed are discussed in this manual. The Psomas commitment to excellence is incorporated in the manuals.

Quality assurance at Psomas includes all activities that are sometimes known in the engineering profession as either quality assurance (primarily strategies) or quality control (primarily detailed procedures for implementing the quality assurance strategies). Quality assurance is a Psomas commitment to the quality of all contract



documents and deliverables. It starts with a thorough understanding of the project, organizing a highly qualified project team, and applying skilled planning, surveying and engineering. This approach is consistently presented in the manuals.

As most of the deliverables provided by Psomas are related to constructing something, quality assurance, as discussed in this handbook, focuses on project planning, design reviews and checking procedures whose purpose is to assure that Psomas deliverables:

- ▶ are sufficiently clear to be understood, administered, and enforced by all participants exercising only a moderate degree of professional expertise.
- ▶ reflect acceptance and constructability by using local and/or readily available materials and construction methods.
- ▶ will incur virtually no claims for extras resulting from design errors and/or omissions.
- ▶ meet the local agency's requirements.
- ▶ meet the client's expectations.

Responsibilities

Psomas

Psomas has the responsibility for the accuracy and completeness of the maps, plans, specifications, construction cost estimates, reports, and stakes under its scope of work, and should meet that responsibility through the implementation of the quality assurance plan.

Team Leader

The team leader is responsible for ensuring that the project manager fully understands the scope, contract terms, and work plan. The team leader is responsible for approving Psomas' responsibilities as a consultant, including quality assurance requirements.

Project Manager

The project manager is responsible for managing the establishment of quality assurance procedures appropriate to the project requirements.

Technical Manager – Engineering/Surveying/Planning/ Construction (E/S/P/C)

In support of the project manager, the technical manager(s) has the prime responsibility for selecting the design criteria, reviews, and checking procedures that form the detailed components of the quality assurance plan.



Project Engineer/Surveyor/Planner (E/S/P)

The project engineer/surveyor/planner assist the project manager and the technical manager(s) in establishing the appropriate design and review criteria, ensure that the review and checking forms are properly used and work to produce designs that are accurate, complete and coordinated.

Project Team

All members of the project staff assist in providing a high quality of work.

Procedures

Corporate Commitment

The production of quality work that is on schedule and within budget is a very strong goal for Psomas. It is essential to long-term business success. In order to assure the accuracy and completeness of project documents, some specific quality assurance review and checking procedures have been established. These review and checking procedures may require modifications for specific projects and will require periodic updating, primarily by the technical managers.

The Quality Assurance Plan

A written quality assurance plan should be an element of all work plans. While these plans may vary widely by service groups, the following typical guidelines, goals and procedures for a quality assurance plan can be used as a general checklist for the main elements of proposed Psomas quality assurance plans.

Unless a specific plan is required by the contract, the following procedures should be considered as appropriate quality assurance measures:

- ▶ Deliverables for the project should be well defined, including their related schedule. These should include such items as design criteria, reports, schematics, contract drawings, specifications, calculations, cost estimates, etc. These deliverables should be listed in the work plan.
- ▶ Description of the specific quality assurance procedures to be applied to various elements of the services to include the level of frequency of review required. Include or make references to specific procedures for verifying computer programs, preparing and checking calculations, checking of drawings, drafting standards to be used, and coordination checking.
- ▶ Identification of elements of the project, if any, requiring special quality assurance attention or emphasis. Include applicable standards of quality of practice to be met, level of completeness, or extent of detail required.



- ▶ Examples of civil engineering items that typically require special quality assurance attention in both design and construction include the following:
 - ▶▶ Centerline plans and profiles of complex highway interchanges
 - ▶▶ Utility plan and profiles at intersections
 - ▶▶ Lot lines and right-of-ways compared to grading
 - ▶▶ Entitlement and construction permit completeness
 - ▶▶ Surveying construction control
- ▶ Definition of quality assurance responsibilities and authorities within the project team (i.e., who is responsible for what, by surname). List names of key personnel, by discipline, responsible for design as well as for checking. Include project organization chart.
- ▶ Naming of external technical experts required, if any; anticipated timing of needs, expected availability, and coordination required.
- ▶ Estimation of the resources required for the quality assurance functions to include specific timing, budgets, and manpower requirements. Include these quality assurance functions in overall project budget and schedule. Identify deliverables to be reviewed at each stage (i.e. 35 percent, 65 percent, and 100 percent).
- ▶ Submittal of plans and computations at the preplanned milestones (i.e. 35 percent, 65 percent and 100 percent levels) should be accompanied by a statement that **Psomas** has been following its quality assurance plan. This may include copies of appropriate lists of deliverables, tables and plan sheet punch lists that show columns for checking, revisions, back checking, and quality control reviews. Documentation of quality control procedures is considered to be a requisite element of each review submittal, as described in the technical manuals.

Quality Assurance Plan Goals

The quality assurance plan should be promulgated and in effect throughout the entire contract duration. It is a written document that is a part of the work plan appendix.

The plan shall establish the necessary processes to accomplish the following:

- ▶ That all design is done in accordance with good engineering practice and that all design meets the standards set forth in the references listed in the project scope of work and design criteria. (This is usually accomplished through the use of the **Psomas** manuals.)



- ▶ That all plans, calculations, and other items submitted to agencies and clients are independently checked and back-checked, in accordance with **Psomas'** accepted practice, by experienced engineers. Originator and checker should be clearly identified. (Use the checklists in the technical manuals). Where required, plans, reports, and other documents shall be stamped and signed by the responsible Registered Engineer/Licensed Surveyor. All original drawings and calculations shall be maintained for the duration of the contract and submitted to client at the completion of the work, if required.
- ▶ That related correspondence and memoranda are received by those involved and maintained in contract files in an established document control system.
- ▶ That coordination and checks are provided on those drawings that show different work in the same area (i.e., plans coordinated with specifications), to see that conflicts and misalignment do not occur between plan sheets, and between the plans and specifications.
- ▶ That all applications, reports and presentation materials are subject to review in a process similar to design plans. Enough time should be left for a quality review and subsequent changes before submittal outside the firm. Application should be prepared based on strategic decisions previously set by the client. These must accurately and positively represent the client's request.

Technical Review of Plans

Prior to the final submittal, the technical managers E/S/P/C shall perform an internal quality assurance review with engineers experienced in the appropriate discipline(s). The purpose of the review is to satisfy the technical manager that the plans and special provisions are of quality acceptable to the client **as well as Psomas**. The criteria for acceptance will be products of neat appearance, well organized, technically and grammatically correct, checked, signed and stamped by the drafter, designer, checker and engineer, as appropriate.

Checking Procedure

In keeping with Psomas policy and sound engineering practice, all design analyses, calculations, drawings, specifications, cost estimates, other contract documents, and reports produced by the Company are to be checked prior to submission to clients. Detailed procedures for the checking of various types of documents are defined in the Psomas Technical Manuals. Staff involved in design are expected to be familiar with these procedures.

The Technical Managers are normally responsible for the quality assurance review. The reviews are conducted independently of the project e/s/p who prepared the design. A set of check prints will be formalized to document the checking process. If the technical manager is directly involved in the project, the project manager will arranged with another senior e/s/p to perform the review.



Different colors are used to identify the various stages of the checking process.

- ▶ Yellow is used to indicate agreement, and all lines, dimensions, and written text are to be yellowed-in if correct.
- ▶ Red is used to indicate required corrections and additions.
- ▶ Green is used by the project e/s/p to indicate approval of changes, plus additional changes as agreed to by the technical manager.
- ▶ Blue is used to indicate that changes to the document original have been made.
- ▶ Green is also used to verify that the change to the document original is correct.
- ▶ Black is used for non-record comments or instructions.

Check prints are formalized through the addition of a check print stamp. On the stamp, each participant in the checking process signs on the appropriate line, indicating that that stage of the process is completed.

Checklists

Checklists are provided in the Technical Manuals for normal E/S/P/C activities. These checklists should be reviewed by the project manager, technical manager and project engineer/surveyor/planner (e/s/p) prior to beginning the project. This review will determine which checklist items will be included in the design. As each element of the design is completed, the project e/s/p should initial the checklist items that have been completed. The technical manager initials the checklist items as the final review progresses.

If the Psomas staff is involved in a unique project for which a design checklist does not exist, the project manager, technical manager and project e/s/p should prepare a suitable one for the project. This checklist should be based on the client's requirements and the expertise/experience of the Psomas staff. This checklist should then be added to the appropriate Technical Manual.

Team Leader Review of Plans

In addition to the technical manager's quality assurance review, the team leader reviews all deliverables. The purpose of the team leader's review is not to supplement or replace the technical manager's review, but to add a perspective which is to confirm that the deliverables committed to the client are all included, and that the deliverables meet the level of client expectations that were originally proposed by Psomas.



Additional Requirements

When responding to a client on these quality assurance issues, the following may also be a requirement, in addition to the above. That Psomas:

- ▶ define the requirements for documentation for the filing of design notes, calculations, drawings, and supporting materials, and for the specific assigned responsibilities in satisfying these requirements.
- ▶ define procedures for resolving differing technical viewpoints.
- ▶ define design change control procedures to be employed.
- ▶ define internal approval procedures.

Potential Liability

Quality assurance must stay at the forefront even when potential liabilities may arise on a project. Even well orchestrated projects have the potential for situations that may result in backcharges or possible litigation. Many times when a project has a problem, tempers flare and accusations are made. The team leader, project manager and all of the project team must maintain their professional responsibilities and deal with the situation calmly and continually until its completion. Many times, the first reaction is to ignore the problem, hoping it will eventually go away. This, however, is the incorrect way to handle this type of situation. In the case of backcharges, the project manager should assess the situation and then, following company guidelines, see to it that the issue is settled. With a potential liability that could lead to litigation, the project manager should again assess the situation, gathering facts not opinions, and report it immediately to the team leader. Handling these stressful situations professionally and in a quality manner is a part of project management at Psomas. Doing this will assure that the problem is resolved in a minimum amount of time, and demonstrate to our clients our desire to continue to be a part of their business.

Reference to Manuals

▶ **Project Management Manual**

Quality assurance exists throughout all aspects and phases of project management at Psomas, and thus all parts of the Project Management Manual. The team leader must be satisfied that the project manager clearly understands each new project, including the following:

- ▶▶ Contractual arrangements
- ▶▶ Detail scope
- ▶▶ Standards to be used
- ▶▶ Tasks/responsibilities



- » Schedules/budget
- » Deliverables
- ▶ **Technical Manuals**
Important elements of quality assurance incorporated in the technical manuals include the following:
 - » Design criteria collection
 - » Definition of design standards and/or agency manuals to be used
 - » Design criteria review forms
 - » Drafting standards to be used (client or Psomas)
 - » Computer calculation review forms
 - » Review forms/checklists for:
 - » *Technical Managers of E/S/P/C Services*
 - » *Project Engineers*
 - » *Engineers*
 - » *Surveyors*
 - » *Draftspersons*

During the project planning and start-up phase, the project manager will work with the technical managers to select the checking and review forms applicable to a particular project. They may add additional review and checking items that are unique for that project. These should be included in the project work plan.

Everyone Contributes to Quality



Summary

Purpose

Provide an understanding of quality assurance at Psomas as a means of providing accurate, complete, and coordinated deliverables to clients.

Actions

Performed primarily by project managers, technical managers - E/S/P/C, and project engineers:

- ▶ Develop a company-wide approach to producing high quality work
- ▶ Utilize the project management manual and technical manuals to help develop a quality assurance plan with effective design, review and checking procedures
- ▶ Utilize the quality assurance plan to produce quality work free from design errors and/or omissions

End Product

A design plan, map, calculations, report, etc. that is free from design errors and/or omissions that meet the requirements of the client.



PSOMAS

QUALITY
ASSURANCE
HANDBOOK



CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$159,951.
2. The Consultant 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.moval.org/do_biz/biz-license.shtml
3. The Consultant shall notify the City in writing ten (10) days in advance of incurring costs at the following milestones: 50%, 75%, and 90% of expended budget. The City will monitor Consultant's expenditure levels in comparison to the physical construction work completed, and if progress is satisfactory in the judgment of the City, City will provide written authorization to proceed to the next milestone. City reserves the right to adjust staffing levels and personnel as appropriate. Consultant shall not change any personnel or subconsultants without prior authorization by the City.
4. The Consultant will submit an invoice to the City once a month 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 during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed

EXHIBIT "D"

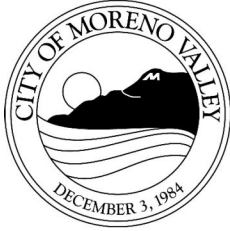
and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

5. The Consultant 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.moval.org/city_hall/forms.shtml#bf

6. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City Purchase Order Number
 - E. City-provided Reference Number (e.g. Project, Activity)
 - F. 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 that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
7. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchnng\Construction - Nason\Consultant\Survey\Nason\Agreement\Agreement - Survey -TUMF Zonal.docx



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rat</i>
CITY MANAGER	<i>MST</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: AUTHORIZE THE APPROPRIATION OF ADDITIONAL FUNDS AND AWARD OF THE CONSTRUCTION CONTRACT TO PTM GENERAL ENGINEERING SERVICES INC. FOR THE TRAFFIC SIGNAL IMPROVEMENTS FOR JOHN F. KENNEDY DRIVE AT LA BRISIS WAY INTERSECTION
PROJECT NO. 808 0007 70 76

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the transfer and appropriation of \$61,000.00 from the Traffic Signal Development Impact Fee (DIF) Fund (Fund 2902) to the DIF Traffic Signal Capital Project Fund (Fund 3302) Account 3302-70-76-80008-720134.
2. Waive any and all minor irregularities and award the contract to PTM General Engineering Services Inc., 5942 Acorn Street, Riverside, CA 92504, the lowest responsible bidder.
3. Authorize the City Manager to execute a contract with PTM General Engineering Services Inc.
4. Authorize the issuance of a Purchase Order to PTM General Engineering Services Inc. for the amount of \$197,566.24 (\$179,605.67 for the contract, plus 10% contingency) when the contract has been signed by all parties.
5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with PTM General Engineering Services Inc., up to

but not to exceed the Purchase Order’s total contingency amount of \$17,960.57, subject to the approval of the City Attorney.

6. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City’s maintained system, and release the retention to PTM General Engineering Services Inc., if no claims are filed against the project.

BACKGROUND

The improvements at John F. Kennedy Drive and La Brisis Way intersection include the installation of a traffic signal, signing, striping, pavement markers, minor asphalt concrete pavement rehabilitation, and replacement of access ramps and a driveway approach in compliance with current Americans with Disabilities Act (ADA) standards. The improvements are located adjacent to Armada Elementary School.

The project improvements were designed by the City’s Transportation Engineering Division staff as a cost saving solution for the City.

The Planning Division of the Community and Economic Development Department determined on August 9, 2012, that this project is exempt from the California Environmental Quality Act (CEQA) as it is classified as a Class 1 Categorical Exemption under Section 15301(c) of the CEQA Guidelines, and therefore, environmental documents are not required.

DISCUSSION

Formal bidding procedures have been followed in conformance with Public Contract Code. The City Clerk opened bids at 2:15 p.m. on October 29, 2012, for the subject project. Eleven (11) bids were received as follows:

<u>CONTRACTORS</u>	<u>Total Bid Amounts</u>
1. PTM General Engineering Services Inc., Riverside	\$179,605.67
2. <i>New West Signal, Inc., Fontana</i>	\$179,823.00
3. <i>Competitive Edge Electric, Inc., Highland.....</i>	\$180,000.00
4. <i>Steiny and Company, Inc., Baldwin Park.....</i>	\$184,749.99
5. <i>California Professional Engineering, Inc., La Puente.....</i>	\$188,726.80
6. <i>Flatiron Electric Group, Inc., Chino.....</i>	\$189,106.00
7. <i>Siemens Industry, Inc., Anaheim.....</i>	\$189,950.00
8. <i>CMV Electric, Inc., Upland.....</i>	\$198,527.00
9. <i>Unique Performance Construction, Inc., Anaheim.....</i>	\$207,411.00
10. <i>DBX, Inc., Temecula.....</i>	\$212,014.00
11. <i>JFL Electric, Inc., Los Angeles</i>	\$215,021.75

The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid items, as stipulated in the bidding documents. Staff has reviewed the bid by PTM General Engineering Services Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by PTM General Engineering Services Inc. in their bid.

Staff is requesting additional available funds from the unencumbered fund balance in the Traffic Signal DIF Fund (Fund 2902) to supplement the existing project budget in order to complete the improvements.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the traffic signal and other needed improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of the traffic signal and other needed improvements.*

FISCAL IMPACT

The Traffic Signal Improvements for John F. Kennedy Drive at La Bris Way is included in the Fiscal Year 2012/2013 Capital Improvements Project Budget and is financed using DIF Traffic Signal Capital Projects funds (Fund 3302). These funds can only be used for traffic signal purposes. There is no impact on the General Fund.

PROPOSED APPROPRIATIONS:

Transfer

Cat.	Fund	Account No.	Type	Proposed Adjustment
Transfer out	DIF-Traffic Signals Fund (2902)	2902-99-95-92902-903302	EXP	\$61,000
Transfer in	DIF-Traffic Signals Capital Projects Fund (3302)	3302-99-99-93302-802902	REV	\$61,000

Budget Appropriation

Cat.	Fund	Project No (PN) G/L Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	DIF Traffic Signals Capital Projects Fund (3302)	PN - 808 0007 70 76-3302-99 GL - 3302-70-76-80008-720199	EXP	\$225,000 \$1,963,112	\$61,000 \$61,000	\$286,000 \$2,024,112

TOTAL FUNDS FOR DESIGN AND CONSTRUCTION:

Fiscal Year 2012/2013 Traffic Signal - John F. Kennedy at La Bris Budget:

DIF Traffic Signal (Account No. 3302-70-76-80008-720134)..... \$225,000

Additional Appropriation.....	\$61,000
Total Budget.....	\$286,000

ESTIMATED PROJECT COSTS:

Design Phase Costs.....	\$28,000
Contractor Construction Costs (includes Contingency)	\$198,000
Construction Survey Services	\$3,000
Construction Geotechnical Services.....	\$3,000
City Furnished Equipment.....	\$22,000
Electrical Services Connection Fees (SCE)	\$4,000
Project Administration *	<u>\$28,000</u>
Total Estimated Project Costs	\$286,000

** Public Works and consultant staff will provide Project Administration including inspection services.*

ANTICIPATED PROJECT SCHEDULE:

Order Equipment.....	December 2012
Start Construction.....	January 2013
Anticipated Completion of Construction	May 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This traffic signal project at the intersection of John F. Kennedy Drive and La Brisis Way includes installation of a traffic signal, and the upgrade of access ramps and a driveway approach per current ADA standards. The improvements will be located adjacent to Armada Elementary School.

ATTACHMENTS

- Attachment 1 – Location Map
- Attachment 2 – Agreement, Project No. 808 0007 70 76

Prepared By:
 Viren A. Shah, P.E.
 Consultant Project Manager

Department Head Approval
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

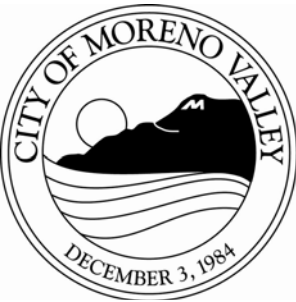
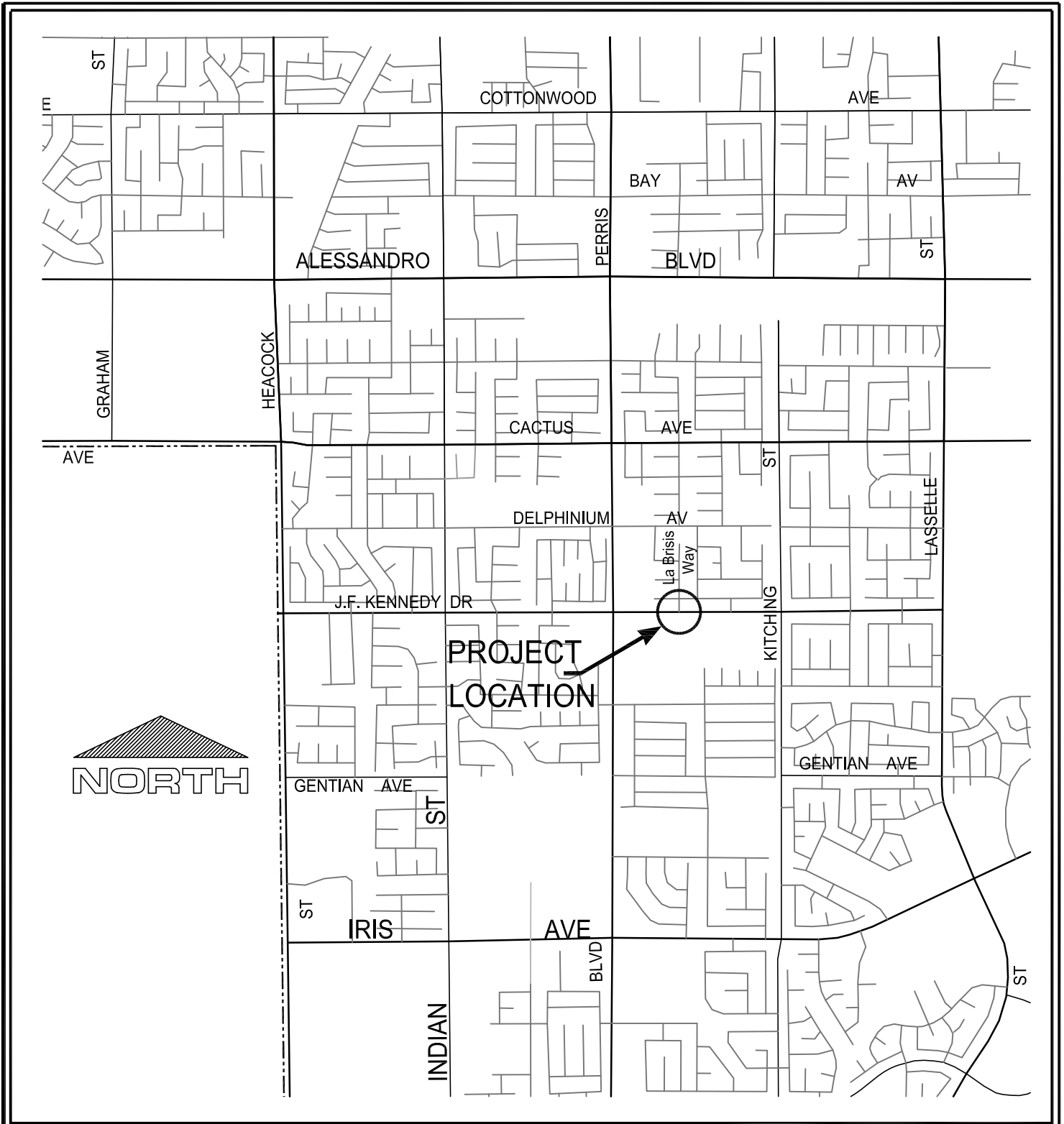
Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

Concurred By:
 Eric Lewis, P.E., T.E.
 Transportation Division Manager/City Traffic
 Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

Date: 29 Oct 12 - 4:59 pm
 File: W:\CapProj\CapProj\PROJECTS\Iren - 12-41779029 - JFK-LaBrisis TS\Design Phase\Auto CAD\Location_Map\Location_Map.dwg
 User: deepoks



LOCATION MAP

Public Works Department
 Capital Projects Division

Scale: None

ATTACHMENT 1

TRAFFIC SIGNAL IMPROVEMENTS
 JOHN F. KENNEDY DRIVE
 AT LA BRISIS WAY
 PROJECT NUMBER 808 0007 70 76

This page intentionally left blank.

Agreement No. _____

AGREEMENT

PROJECT NO. 808 0007 70 76

**TRAFFIC SIGNAL IMPROVEMENTS
John F. Kennedy Drive at La Bris Way**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **PTM General Engineering Services Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda No. 0, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. The bound Bidding Documents
- L. Contractor's Certificates of Insurance and Additional Insured Endorsements
- M. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

- A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is **One Hundred Seventy Nine Thousand Six Hundred Five and 67/100 Dollars (\$179,605.67)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Ninety (90) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or, failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code

Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and the Moreno Valley Unified School District, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and the Moreno Valley Unified School District, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor’s (and the Subcontractors’) insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and the Moreno Valley Unified School District, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor’s (and its Subcontractors’) insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor’s (and its Subcontractors’) insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City’s approval of self-insurance, if any, is within the City’s sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner’s reasonable request provide evidence of:
 - (a) Contractor’s “net worth” (defined as “total assets” [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items

- such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
- (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability “occurrence” form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors’ limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers’ Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers’ compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers’ compensation insurance with statutory limits and Employer’s Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a “waiver” form certifying that no employees subject to the Labor Code’s Workers’ Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors’ Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City’s Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims,

demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold

harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and the Moreno Valley Unified School District, and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's

Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

PTM General Engineering Services Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	

City Attorney	

Date	
RECOMMENDED FOR APPROVAL:	

Public Works Director/City Engineer	

Date	

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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 acknowledgement 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

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

BOND NO. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)**

PROJECT NO. 808 0007 70 76

**TRAFFIC SIGNAL IMPROVEMENTS
John F. Kennedy Drive at La Brisis Way**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **PTM General Engineering Services Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0007 70 76**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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 acknowledgement 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

(Notary Seal)

**ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM**

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NO. 808 0007 70 76

**TRAFFIC SIGNAL IMPROVEMENTS
John F. Kennedy Drive at La Bris Way**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **PTM General Engineering Services Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0007 70 76**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____

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 acknowledgement 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

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: AWARD CONSTRUCTION CONTRACT TO RIVERSIDE CONSTRUCTION COMPANY FOR SR-60/NASON STREET OVERCROSSING BRIDGE IMPROVEMENTS – PROJECT NO. 802 0003 70 77-4821

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for SR-60/Nason Street Overcrossing Bridge Improvements to Riverside Construction Company, Inc. (Riverside Construction), 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder.
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.
3. Authorize the issuance of a Purchase Order for \$13,104,132.00 (\$10,920,110.00 bid plus 20% contingency of \$2,184,022.00) to Riverside Construction when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Riverside Construction, up to but not to exceed the Purchase Order's total contingency amount of \$2,184,022.00, subject to the approval of the City Attorney.

5. Authorize intermittent full road closures of (1) Nason Street from Ironwood Avenue to Fir Avenue and (2) Elder Avenue from Foxhound Circle to Nason Street for the duration of construction.
6. Authorize the City Engineer to extend the intermittent full road closures for another 90 days from the anticipated completion date due to unforeseen construction issues.
7. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by Contractor.
8. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

Phase 1 of improvements at SR-60/Nason have been completed and consisted of new ramps and traffic signals. Phase 2 improvements, the SR-60/Nason Overcrossing Bridge, is a key project in the City's Economic Development Action Plan. Improvements are designed to replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On November 29, 2007, Caltrans approved the Initial Study/Negative Declaration for the project. The "project" was defined as both SR-60/Moreno Beach Interchange and SR-60/Nason Overcrossing.

On January 13, 2009, the City Council reprioritized capital projects funded by Redevelopment Agency (RDA) bonds and allocated funds to the SR-60/Nason Overcrossing project. Caltrans completed a subsequent environmental revalidation on September 8, 2010, for the project.

On May 25, 2010, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer construction of the project. The Construction Cooperative Agreement was subsequently amended on May 1, 2012, and again on July 5, 2012 for adjustments to funding. On July 17, 2012, Caltrans issued an Environmental Certification for the project. Design was completed and approved by Caltrans and FHWA on September 12, 2012, and the project was advertised for bids on September 13, 2012.

DISCUSSION

Formal bidding procedures were followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m. on October 17, 2012. Five (5) bids were received as follows:

	Total Bid Amounts
1. Riverside Construction Company – Riverside	\$ 10,920,110.00
2. Coffman Specialties, Inc. – San Diego	\$ 10,945,753.00
3. Beador Construction Company, Inc. – Corona	\$ 11,229,300.00
4. Powell Constructors, Inc. – Fontana.....	\$ 11,522,988.80
5. Ortiz Enterprises, Inc. – Irvine	\$ 11,732,515.49

The lowest responsible bidder was determined by the bid amount as stipulated in the bidding documents. Staff reviewed Riverside Construction's bid and finds Riverside Construction to be the lowest responsible bidder in possession of a valid license and bid bond. No material issues were identified through review of references submitted by the Contractor in their bid. All bids received were reviewed for completeness, accuracy and conformance with bidding instructions.

The recommended contract award is \$10,920,110.00. A 20% contingency is recommended in order to be able to quickly handle potential changes and due to the fact that the low bid was substantially below the engineer's estimate.

Federal funds require the establishment of project goals for use of Disadvantaged Business Enterprises (DBE). The contractor demonstrated a good faith effort in meeting the project goal and is therefore eligible for award.

The contract duration is two hundred fifty-five (255) working days, or approximately fourteen (14) months, starting from the first day of work. Detailed improvements to the SR-60/Nason Overcrossing Bridge include replacement of the SR-60/Nason Street Overcrossing structure, construction of a sound wall between Elder Avenue and SR-60, widening of Nason Street from two to four lanes from Fir Avenue to Elder Avenue, modification of the intersection and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, completion of the westbound auxiliary lane, and utility relocations. Concrete sidewalks and 8-foot wide shoulders will be built on Nason Street throughout the project, as well as installing a median on Nason Street from the new bridge to Fir Avenue. Installation of irrigation, landscaping and hardscaping may be completed and authorized separately due to funding and ongoing negotiations with Caltrans.

Project staging requires intermittent full closures of the freeway, eastbound and westbound ramps, Nason Street, and Elder Avenue. The project specifications limit the closures to overnight, weekend, and specified short-duration closures. Caltrans has approval authority for the freeway and ramp closures. The Public Works Department is requesting intermittent full road closures of Nason Street from Ironwood Avenue to Fir Avenue, and Elder Avenue from Wolverine Circle to Nason Street as necessary, to facilitate construction for the duration of construction anticipated to start on December 15, 2012 and be completed on or before March 30, 2014. The request for the road closures is due to major improvement work including, but not limited to, constructing the new bridge over the freeway, demolishing the old bridge, raising the Nason Street grade at the ramp intersections, adjusting traffic signals, constructing a sound wall along the south side of Elder Avenue between Wolverine Circle and the new overcrossing bridge,

and completing related improvements. Authorization is also requested for the City Engineer to extend the road closures for 90 days beyond the anticipated completion date due to unforeseen delays. Closures will be publicized and the Contractor will provide detours. The Contractor will notify, and provide alternate safe ingress and egress to all potentially affected motorists, businesses, law enforcement, the Fire Department, the school district, and other interests, as required by the project's specifications and Traffic Management Plan. The closures and detour plans/traffic control plans have been included in the approved project plans and specifications.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes "placeholder" line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will significantly delay the construction of needed improvements and result in the loss of Federal and State funds.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program and is currently funded using Successor Agency Tax Allocation Bond funds (TABs), State-

Local Partnership Program (SLPP) grant funds, Surface Transportation Program – Local (STPL) funds, and Developer Impact Fee (DIF) Interchange Improvements Capital Projects Funds. These funds have been allocated for the SR-60/Nason Overcrossing improvement project and cannot be utilized for operational activities. STPL funds have an 11.47% match requirement, which will be met with Successor Agency to RDA funds. SLPP funds require a 50% match from DIF Interchange funds. There is no impact to the General Fund.

FY 2012/2013 AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80003 802 0003 70 77).....	\$ 12,088,000
STPL Funds (Account 2001-70-77-80002 802 0003 70 77).....	\$ 6,100,000
SLPP Funds (Account 2001-70-77-80002 802 0003 70 77).....	\$ 1,000,000
DIF Interchange Funds (Account 3311-70-77-80002 802 0003 70 77).....	\$ 950,000
Total FY 2012/2013 Project Budget	\$ 20,138,000

FY 2012/2013 ESTIMATED COSTS

Construction (incl. 20% contingency)	\$ 13,200,000
Construction Support Services (Design Consultant)	\$ 169,000
Construction Support Services (Construction Management & Inspection)...	\$ 1,947,000
Construction Support Services (Survey)	\$ 160,000
Construction Support Services (Geotechnical).....	\$ 198,000
Project Management and Administrative Costs*	\$ 210,000
Utility and Agency Inspection and Materials Costs**	\$ 160,000
Total Estimated Cost	\$ 16,044,000

**Includes City project administration, printing and other miscellaneous costs.*

***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

ANTICIPATED PROJECT SCHEDULE

Begin Construction.....	December 2012
Complete Construction.....	March 2014

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The SR-60/Nason Street Overcrossing Bridge Improvements project goal is to improve the interchange through bridge replacement, widening of Nason Street, and related improvements. City staff recommends awarding a contract for \$10,920,110.00 to Riverside Construction to construct these improvements.

NOTIFICATION

The Contractor will notify potentially affected businesses, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other interests, as required by the project specifications, the City, and Caltrans. Construction notification signs on SR-60 and streets within the project vicinity will be installed for the duration of the project.

ATTACHMENTS

Attachment "1" – Agreement

Prepared By:
 Margery A. Lazarus
 Senior Engineer, P.E.

Department Head Approval
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

Concurred By:
 Barry Foster
 Community & Economic Development
 Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

Agreement No. _____

AGREEMENT**FEDERAL AID PROJECT NO. STPL-5441 (051)****SR-60 / NASON STREET OVERCROSSING IMPROVEMENTS
From 0.3 Mile West to 0.4 Mile East of Nason Street Overcrossing**

THIS Agreement is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Riverside Construction Company, Inc.**, hereinafter called the "Contractor." This Agreement is effective as of the date signed by the City of Moreno Valley.

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:
 - A. Governmental approvals, including, but not limited to, permits required for the Work
 - B. Any and all Contract Change Orders issued after execution of this Agreement
 - C. This Agreement
 - D. Addenda Nos. 1 and 2, inclusive, issued prior to the opening of the Bids
 - E. Special Provisions, including the General Provisions and Technical Provisions
 - F. Standard Specifications of the State of California, Department of Transportation, dated May 2006, as amended by Amendments dated July 27, 2012, as modified by the Special Provisions
 - G. Reference Specifications
 - H. Project Plans
 - I. Caltrans Standard Plans
 - J. The bound Bidding Documents
 - K. Contractor's Certificates of Insurance and Additional Insured Endorsements
 - L. Contractor's Bidder's Proposal and Subcontractor Listing
 - M. Bidder's DBE Commitment Form and Bidder's DBE Information - Good Faith Efforts Form

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with Section 5-1.04 of the Special Provisions.

2. **REFERENCE DOCUMENTS.** Reference Documents are not considered Contract Documents and were made available to the Contractor prior to the Bid Deadline for informational purposes.

3. **SCOPE OF WORK.** The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Documents, except as otherwise provided in the Plans, Standard Specifications, or Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is **Ten Million Nine Hundred Twenty Thousand One Hundred Ten and 00/100 Dollars (\$10,920,110.00)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the Special Provisions.

5. CONTRACT TIME.

Contract Time and Notice to Proceed with Construction. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed with Construction." The date specified in the Notice to Proceed with Construction constitutes the date of commencement of the Contract Time of **Two Hundred Fifty Five (255) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)
- Submitting and obtaining approval of critical required submittals
- Installation of approved Project Identification Signs
- Obtaining an approved no fee Caltrans Encroachment Permit
- Obtaining an approved no fee City Encroachment Permit
- Furnishing the Resident Engineer's office

If the City's issuance of a Notice to Proceed with Construction is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$8,300.00 per Calendar Day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (Successor Agency), and the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (Successor Agency), the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor’s (and the Subcontractors’) insurance coverage shall be primary insurance as respects the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority (MVHA), the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (Successor Agency), the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor’s (and its Subcontractors’) insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor’s (and its Subcontractors’) insurance shall apply

separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described herein shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 5-1.16 of the Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: **\$1,000,000** per occurrence / **\$2,000,000** aggregate / **\$2,000,000** products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with **\$1,000,000** combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or

2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The bonds shall name the City as obligee and the State of California, acting through its Department of Transportation, as an additional obligee. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City or the State of California, acting through its Department of Transportation.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Payment Bond and Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorneys' fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. See Section 5-1.015 of the June 20, 2012, Amendments to the May 2006 Standard Specifications.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, its City Council, the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (Successor Agency), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;

- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of

indemnity which would otherwise exist as to any party or person described in this Section 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Section 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Section 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or

indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Section 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

RIVERSIDE CONSTRUCTION COMPANY

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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 acknowledgement 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

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
 Corporate Officer

(Title)

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

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

BOND NO. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)**

FEDERAL AID PROJECT NO. STPL-5441 (051)

**SR-60 NASON STREET OVERCROSSING IMPROVEMENTS
From 0.3 Mile West to 0.4 Mile East of Nason Street Overcrossing**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to RIVERSIDE CONSTRUCTION COMPANY, as Principal, hereinafter designated as "Contractor," and City and Contractor have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 07-41570024**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside and the State of California, acting through its Department of Transportation, in the penal sum of dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, the State of California, acting through its Department of Transportation, and their officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City or the State of California, acting through its Department of Transportation, and judgment is recovered, the Surety shall pay all costs incurred by the City or California Department of Transportation in such suit, including reasonable attorneys' fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys'

BOND NO. _____

fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2012.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2012

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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 acknowledgement 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

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
 Corporate Officer

(Title)

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

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

FEDERAL AID PROJECT NO. STPL-5441 (051)

**SR-60 NASON STREET OVERCROSSING IMPROVEMENTS
From 0.3 Mile West to 0.4 Mile East of Nason Street Overcrossing**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded RIVERSIDE CONSTRUCTION COMPANY, as Principal, hereinafter designated as "Contractor," and City and Contractor have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 07-41570024**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, and the State of California, acting through its Department of Transportation, in the penal sum of dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or the State of California, acting through its Department of Transportation, or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City or California Department of Transportation in such suit, including reasonable attorneys' fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this

BOND NO. _____

Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2012.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2012

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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 acknowledgement 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

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the

contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following

statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or

obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include

the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other

remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a

period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without

operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a

First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

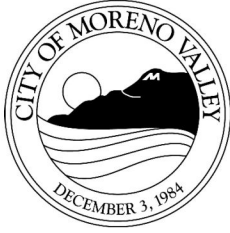
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ret</i>
CITY MANAGER	<i>msj</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL DESIGN CONSULTANT SERVICES TO DMC DESIGN GROUP, INC. FOR THE HEACOCK STREET SOUTH EXTENSION BETWEEN SAN MICHELE ROAD AND HARLEY KNOX BOULEVARD PROJECT NO. 801 0010 70 77 (FORMERLY 10-12566729)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Professional Consultant Services with DMC Design Group, Inc., 140 North Maple Street, Suite 104, Corona, CA 92880, for the design of Heacock Street South Extension between San Michele Road and Harley Knox Boulevard.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with DMC Design Group, Inc.
3. Authorize the issuance of a Purchase Order to DMC Design Group, Inc. in the amount of \$219,734.00 when the Agreement has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with DMC Design Group, Inc., within the Purchase Order amount, subject to the approval of the City Attorney.

BACKGROUND

The Planning Commission at its February 9, 2012 meeting approved Planning Commission Resolution No. 2012-02, recommending that the City Council adopt a Negative Declaration and approve the General Plan Amendment and Specific Plan 208 Amendment for the classification of Heacock Street from San Michele Road to the southerly City boundary as an arterial street.

On March 27, 2012 the City Council approved and adopted Resolution 2012-18 adding Heacock Street south of San Michele Road to the southerly City boundary as a four lane arterial street to the Circulation Plan of the General Plan and related Specific Plan Amendment. Resolution 2012-18 also adopted a Negative Declaration indicating that the project will not result in significant environmental impacts.

DISCUSSION

Currently Heacock Street south of San Michele Road consists of two lanes of pavement which end 2,600 feet south of Nandina Avenue. The City of Moreno Valley completed a traffic study in September 2011 that indicated the extension of Heacock Street from San Michele Road to Harley Knox Boulevard would result in a shift of traffic volumes from Indian Street north of Harley Knox Boulevard to Heacock Street north of Harley Knox Boulevard. The designation for Heacock Street as a four lane arterial street would accommodate the anticipated traffic volumes at build-out. The logical next phase of the project is to develop a preliminary design for Heacock Street from San Michele Road to Harley Knox Boulevard that will set a common alignment for future improvements as the adjacent properties are developed.

The City Council approved funding to initiate design of Heacock Street South Extension in the Fiscal Year 2012/2013 Capital Improvement Plan Budget. In order to proceed with the planning and design efforts for the proposed improvements, staff solicited proposals from professional design consultants. Requests for Proposal for Professional Consultant Design Services were requested by mass email to a list of several hundred professional consultants within the City's database, posting to the City Website, and advertisement in the Press Enterprise. Eight (8) firms responded by submitting proposals. A Selection Review Committee, comprised of Public Works staff engineers, reviewed and rated all proposals in accordance with qualification based selection criteria. After interviewing the three (3) top rated firms, DMC Design Group, Inc. was selected as the most qualified consultant to complete the subject project.

City Council is being asked to approve of the Agreement for Professional Consultant Services with DMC Design Group, Inc., for Phase I preliminary engineering design only. Phase I includes three preliminary alternative design alignments, preparation of 35% street improvement for the approved final alignment plan, profile and storm drain design, drainage analysis, preliminary design for traffic signals and striping, right of way research, maps, description, plats and exhibits, a Project Summary Memorandum, and the initial preliminary environmental study documentation. Upon successful completion

of Phase I, if funding becomes available for construction, staff would return to City Council for approval to proceed with Phases II, III, and IV. Phases II, III, and IV will include completion of the right of way legals, appraisals and recordation of title process, environmental permits and report clearances, 100% Plans, Specifications, and Estimate (PS&E), and construction related services in preparation of construction.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This recommendation will allow for the preliminary design of the extension of Heacock Street between San Michele Road and Harley Knox Boulevard. This level of design effort will set a preferred alignment for future improvements as the adjacent properties are developed.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the preliminary design of Heacock Street between San Michele Road and Harley Knox Boulevard and negatively impact the development approval process in that area.*

FISCAL IMPACT

The City of Moreno Valley will fund the design and construction with Measure A Funds (Fund 2001). The funds utilized for this project were designated for the Heacock Street South Extension improvements only. There is no impact to the General Fund.

FISCAL YEAR 2012/2013 BUDGETED FUNDS:

Heacock Street South Extension (Project No. 801 0010 70 77-2001-99)	<u>\$534,000</u>
Total Project Budget.....	<u>\$534,000</u>

ESTIMATED PROJECT COSTS FOR PRELIMINARY DESIGN:

Design Consultant Costs for 35% Preliminary Design	<u>\$220,000</u>
City Design Support Costs	<u>\$37,000</u>
Total Estimated Project Costs for Preliminary Design	<u>\$257,000</u>

ANTICIPATED PROJECT SCHEDULE:

35% Preliminary Design and Initial Environmental Report Start.....	December 2012
35% Preliminary Design and Initial Environmental Report Complete	June 2013

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff recommends City Council award the design Agreement for Professional Consultant Services to DMC Design Group, Inc. to provide the preliminary design and environmental report for Heacock Street from San Michele Road to Harley Knox Boulevard.

ATTACHMENTS

Attachment "1" – Location Map

Attachment "2" – Agreement for Professional Consultant Services with DMC Design Group, Inc.

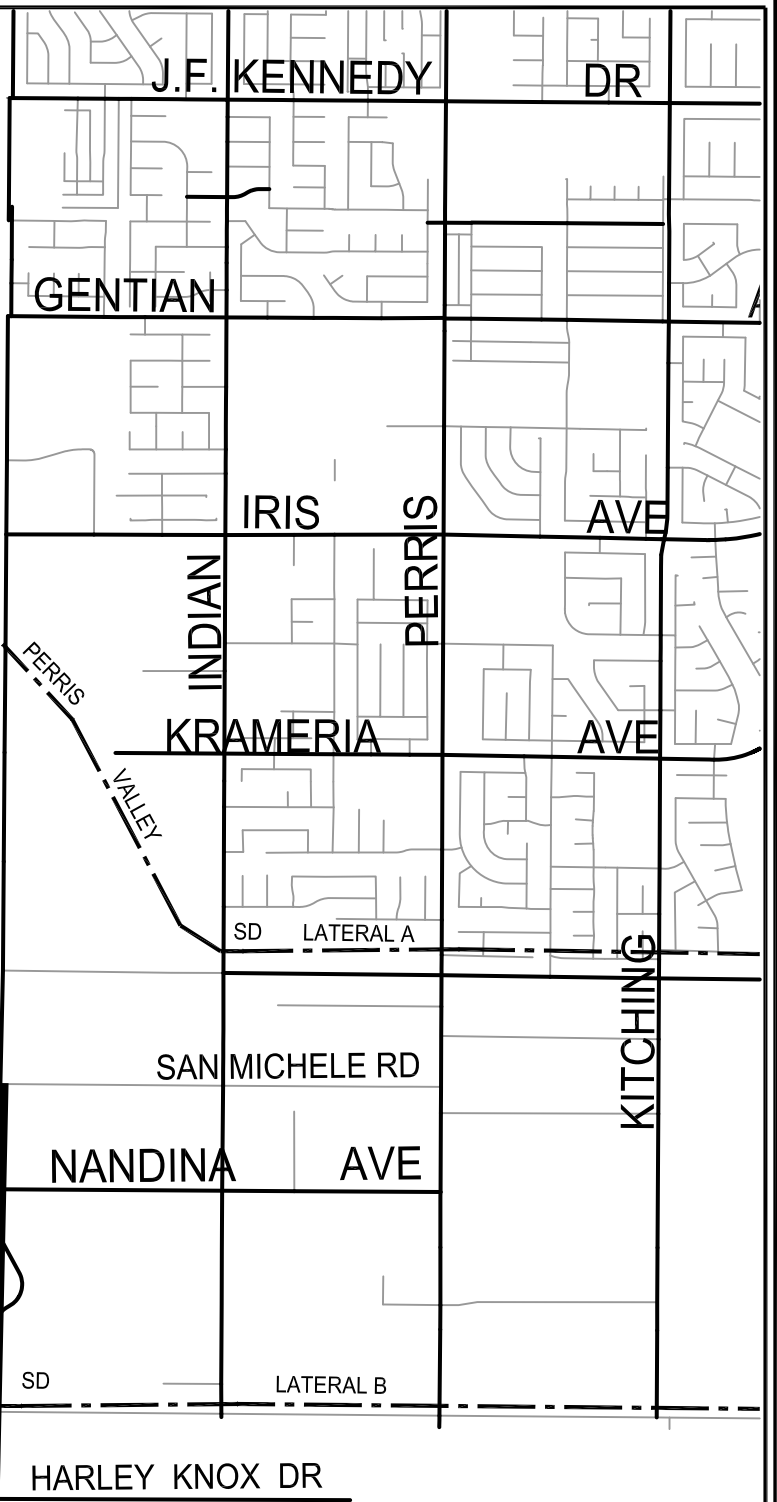
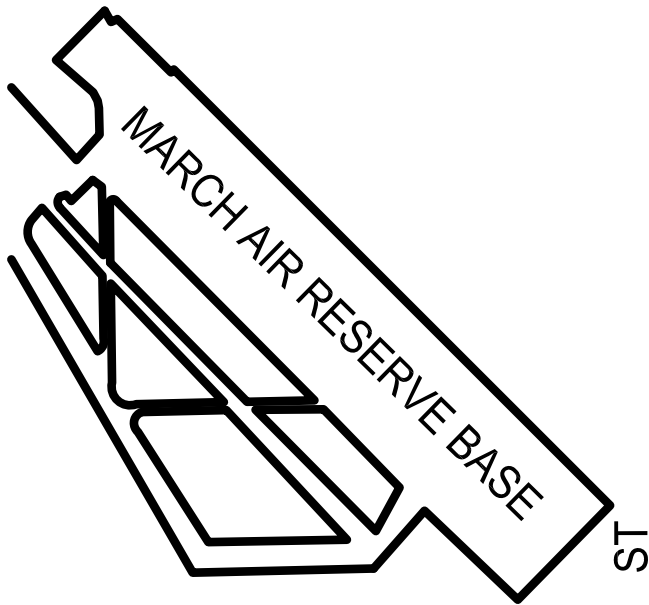
Prepared By:
 Guy Pegan
 Senior Engineer, P.E.

Department Head Approval:
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

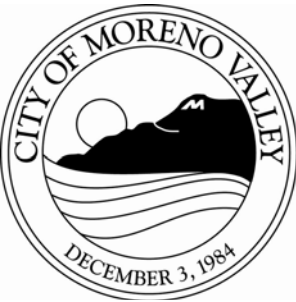
Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.



PROJECT LOCATION



LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

Attachment "1"

HEACOCK STREET SOUTH EXTENSION
BETWEEN SAN MICHELE ROAD AND HARLEY KNOX DRIVE
PROJECT NUMBER 801 0010 70 77

Date: 02 Oct 12 - 11:52 am
File: W:\CapProj\CapProj\PROJECTS\Guy 10-12566729 - Heacock Street South Extension\Design Phase\Auto CAD\Location Map.dwg
User: deepoks

This page intentionally left blank.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77 (formerly 10-12566729)**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **DMC Design Group, Inc.**, California Corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

DESCRIPTION OF PROJECT

1. The Project is described as the **Heacock Street South Extension between San Michele Road and Harley Knox Drive. Project No. 801 0010 70 77**

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$219,734** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.

7. The Consultant and the City agree that the schedule in Paragraph 6 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

8. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

12. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

13. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

14. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, CSD, and WRCOG, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, CSD's, and WRCOG's, employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

15. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	<u>General Liability</u>
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant 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 both the Consultant and the City, MVHA, CSD, and WRCOG, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and the Western Riverside Council of Governments (WRCOG), their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

Moreno Valley Housing Authority, the Moreno Valley Community Services District, and the Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability 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, the Moreno Valley Community Services District, and the Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

16. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no 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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

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

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant 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.

25. The Consultant shall employ no City official or employee 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.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0010 70 77**

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

City of Moreno Valley

DMC Design Group, Inc.

BY: _____
City Manager

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

- Attachments: Exhibit A – City's Request for Proposal
 Exhibit B – Consultant's Proposal
 Exhibit C – City's Responsibility
 Exhibit D – Terms of Payment
 Exhibit E – Consultant's Schedule

**AMENDMENT TO REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT DESIGN SERVICES**

**HEACOCK STREET SOUTH EXTENSION
BETWEEN SAN MICHELE ROAD AND HARLEY KNOX DRIVE
PROJECT NO. 801 0010 70 77 (Formerly 10-12566729)**

September 6, 2012

The following change is hereby made a part of the original Request for Proposal (RFP) and shall be performed under the same terms and conditions as required by the original Request for Proposal. Except as modified herein, the original Request for Proposal shall remain in full force and effect and all of the terms of the Request for Proposal are hereby incorporated in this Amendment to Request for Proposal for Professional Consultant Design Services.

Several items of work from the original RFP are being shifted to a different phase. Below is a description of the items of work remaining in Phase I and the items of work that are being shifted from Phase I to a new Phase II, thus providing a new modified scope of work for Phase I and Phase II. The original RFP Phase II is now Phase III, and Phase III in the original RFP became Phase IV.

All Phase I tasks as listed in the original RFP are to remain, except as modified and/or moved to the new Phase II (see below).

Environmental

New Phase I of the environmental section shall include a preliminary environmental study analysis using the City's Environmental Form/PES documentation, with all other environmental issues to be addressed under the new Phase II.

Right of Way

New Phase I of the right of way section shall now only include the right of way maps, alternative analysis, researching offers of dedication, and two legals and plats. Under the new Phase II, right of way includes additional legals and plats for easements, right of entry including title investigations, appraisals, acquisition processing and recordation of transferred titles process support.

Resource Agency Permit Processing

The resource agency permit processing section shall now be addressed in the new Phase II of the project. This includes environmental agency permitting/approvals, any environmental technical studies needed for the permitting agencies, as well as NEPA approval if necessary.

W:\CapProj\CapProj\PROJECTS\Guy 10-12566729 - Heacock Street South Extension\Design Phase\Consultant -\RFP\Amendment to Heacock Street South Extension RFP.doc

EXHIBIT A

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT DESIGN SERVICES**

**HEACOCK STREET SOUTH EXTENSION
BETWEEN SAN MICHELE ROAD AND HARLEY KNOX DRIVE
PROJECT NO. 10-12566729**

I. INVITATION

Your firm is hereby invited to submit a proposal for professional consultant design services for Street Improvements for Heacock Street South Extension between San Michele Road and Harley Knox Drive which includes the Heacock Street Concrete Culvert at Perris Valley Storm Drain Lateral "B", as shown on the attached location map (Exhibit A).

Four copies (one (1) of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) and a copy on compact disk of your proposal shall be submitted no later than **5:00 p.m., July 31, 2012**, addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Guy Pegan, P.E., Senior Engineer.

II. PROJECT DESCRIPTION

The project in general consists of the improvement of about 4,600 linear feet of Heacock Street to a total of four lanes from San Michele Road to Harley Knox Drive. Heacock Street has been designated as a four (4) lane arterial roadway having a typical width of 76' curb to curb and 100' right-of-way (per City Standard 104A) that varies to accommodate various intersection improvements and right of way constraints. Elements of the project are as follows:

- Properties west of Heacock Street are primarily controlled by the March Air Reserve Base and March Joint Powers Authority. Warehouse development is currently occurring on the east side of Heacock Street between San Michele Road and Nandina Avenue within the City of Moreno Valley.
- Heacock Street south of Nandina Avenue was closed to through traffic in 2006 by the Moreno Valley City Council.
- Heacock Street south of Perris Valley Storm Drain Lateral "B" is located within the City of Perris. No pavement currently exists. Proposed improvements on this portion of the roadway shall conform to City of Perris requirements.
- The alignment of Heacock Street between Nandina Avenue and the Perris Valley Storm Drain Lateral "B" is proposed to be realigned across March Air Reserve Base property.
- A traffic study was conducted for this segment of Heacock Street by the City of Moreno Valley that included a preliminary proposed alignment.
- The intersection of Heacock Street at Harley Knox Drive shall be assessed for traffic signal control as well as a modern roundabout.
- The intersection of Heacock Street at San Michele Road shall require a traffic signal modification.
- The bridge structure at the Perris Valley Storm Drain Lateral "B" is identified as Bridge Number 56C0538 per the Caltrans Local Agency Bridge List. The structure was constructed in 2005, has a curb to curb width of 26 feet, has a structure length of 30 feet, and is identified as a concrete culvert structure.
- This segment of Heacock Street is anticipated to be classified as a Truck Route.

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

- An unimproved drainage ditch exists on the west side of Heacock Street south of San Michele Road.
- Proposed improvements to Heacock Street shall conform to the requirements of the March Air Reserve Base Clear Zone and Accident Potential Zone 1 as necessary.

III. PROJECT BUDGET

The Project (planning, environmental, and design) is funded by the City of Moreno Valley with funds from Measure A (1/2 Cent Local Sales Tax). The City will pursue State and Federal grants as opportunities occur. Funds for Construction may come from the WRCOG TUMF program as funds become available.

IV. SCOPE OF ENGINEERING SERVICES

The scope of work consists of three (3) phases. The first phase of the work will be the planning/environmental, the second phase will be the design (PS&E), and the third phase will be the construction support. The work shall be in accordance with the requirements of the Caltrans Local Assistance Procedures Manual (as necessary), City of Moreno Valley, Riverside County Flood Control & Water Conservation District (RCFC&WCD), US Army Corps of Engineers (COE), the City of Perris, the March Joint Powers Authority, and March Air Reserve Base.

Consultant shall coordinate with the Heacock Street Improvements from San Michele to Cactus project (Project No. 07-41572827).

A. GENERAL

1. Meetings

As a minimum, the Consultant shall schedule and attend meetings in the planning phase as follows:

1. Kickoff meeting including sub-consultants and agencies.
2. Project Development Team (PDT) meetings, monthly.
3. Environmental Meetings.
4. Agencies (COE, March Air Base, Joint Powers Authority (JPA), CA Fish & Game, US Fish & Wildlife, RCFC & WCD)
5. At least one community input meeting.
6. City Council Meeting/Council Study Session
7. Other meetings as necessary such as, but not limited to, agencies, field reviews, utilities, and meetings with individuals.

The Consultant shall schedule, chair, and prepare meeting agendas and minutes for all meetings. The agendas are to be submitted to the City for review five (5) working days before the meeting. The minutes shall be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and E-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to action items.

The Consultant shall attend meetings as required to complete the project environmental process, including permit pre-application meetings to discuss the proposed project with,

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

but not limited to, Caltrans, COE, CDFG, USFW and Regional Water Quality Control Board (RWQCB). These meetings will facilitate the processing of the permits by allowing the resource agencies to comment on the proposed project prior to submitting the applications and during the environmental permit process. This would include meetings to negotiate environmental permit mitigation requirements with the jurisdictional agencies.

2. Schedule

The project schedule shall be developed by the Consultant for the three phases (Phases I through III) utilizing Microsoft Project®. The schedule shall be provided to the City in both digital and hard copy. An updated schedule is to be handed out during the PDT Meetings.

The project schedule shall be divided into tasks and subtasks in full detail including, but are not limited to, City function timeline, critical path, and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to, planning, environmental, right-of-way, design, relevant City Council meetings, Caltrans review, RCFC&WCD review, COE review, utility relocation, advertising, and construction. The schedule is to indicate anticipated durations for all tasks.

**B. PHASE I – PLANNING, ENVIRONMENTAL, AND CONCEPTUAL DESIGN
(35% COMPLETE)**

1. Project Summary Memorandum

The consultant shall provide a Project Summary Memorandum assessing three to four alternatives based on the findings of research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- a. The report shall itemize the results of all research and investigation including cataloging the sources of information.
- b. Identify locations of potential conflicts or constraints that may impact the design of the project.
- c. Identify conflicts of potholed underground utilities and overhead improvements.
- d. A Phase I Site Assessment.
- e. A cost estimate within 20 to 30 percent accuracy.
- f. Required Storm Drain facilities per the RCFC&WCD Master Drainage Plan.
- g. Identify right-of-way, easement and environmental constraints.
- h. Identify City's Heacock Street alignment and widening project (San Michele to Cactus Avenue)

The City reserves the right to terminate the project based upon the findings presented in the Project Summary Memorandum. The City shall notify the Consultant to either proceed with the project or terminate its continuance in writing after review of the Project Summary Memorandum. If the City terminates the project development after review of the Project Summary Memorandum, then the Consultant shall be compensated for all authorized work performed to date at the time of termination.

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

2. Research of Record Information

- a. The Consultant shall provide engineering services related to the research and investigation of utility company and agency records to secure all the information required to identify, locate and accurately lay out all underground improvements, ground water pollution monitoring wells, easements, centerline, right-of-way and private property lines. The research should include, but not be limited to, utility maps, street improvement plans and flood control channel plans.
- b. The Consultant shall obtain and review previous studies including, but not limited to, environmental studies, geotechnical reports, hydrology studies and traffic studies.
- c. The City will provide copies of available pertinent City records, such as survey ties, benchmarks, street plans, tract and parcel maps the City knowingly has in its possession. The existing Heacock Bridge plans (Bridge No. 56C0538) are not available.
- d. The City will provide a copy of the Heacock Street improvement plans from San Michele Road to Cactus Avenue.

3. Traffic Analysis

The Consultant shall utilize the City prepared Traffic Study for traffic counts and future projections. The Consultant shall perform a survey of accident/collision data around the project site. The Consultant shall identify the appropriate traffic controls for the intersections of Heacock Street at Harley Knox Drive and Heacock Street at Nandina Avenue based upon opening year conditions as well as projected traffic volume levels. The Consultant shall also assess the appropriate median treatment for Heacock Street (i.e. painted median, raised median, or combination) based upon traffic volumes, speeds, and adjacent land use designations. The Consultant shall contact the March Air Reserve Base and March Joint Powers Authority for any ongoing traffic circulation plans for the Base or JPA.

Heacock Street is anticipated to be designated as a truck route and the Consultant shall calculate the Traffic Index (TI). There are distribution centers and cargo airport facilities adjacent to the project limits.

4. Environmental

The Consultant shall complete a site investigation and prepare all required CEQA documents. It is anticipated that a Mitigated Negative Declaration determination will be made on this project. The Consultant shall coordinate with the Planning Division of the City's Community Development Department, which will make the environmental determination.

The Consultant shall also provide a scope and cost separately for NEPA documentation. The NEPA document shall be in compliance with Caltrans "Local Assistance Procedures Manual" (LAPM). The Preliminary Environmental Study (PES) with comments and photographs; Initial Site Assessment (ISA) check list; Natural Environmental Study

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

(NES) and Area of Potential Effect (APE) map are required documents at minimum to be submitted to Caltrans. The Consultant shall prepare, submit, and coordinate with Caltrans through final approval for environmental document on behalf of the City. The City will review all documents before submission to Caltrans.

The Consultant shall check for the presence of Burrowing Owl within the project area.

The Consultant shall ensure complete quality environmental documents and reports are submitted for review.

Should the Consultant believe that further environmental study is needed the Consultant shall meet with City Staff to identify the additional work and applicable resource/regulatory agencies involved. Consultant shall submit the estimated cost and schedule to prepare the additional environmental studies and/or report, permit applications, or other materials to obtain clearance through all applicable agencies for the project.

The Consultant shall determine acreage considered by the US Army Corps of Engineers (COE) and the California Department of Fish and Game (CDFG) to be jurisdictional wetlands and/or non-wetland "Waters of the United States". The Consultant shall conduct a site investigation with respect to hydrology, hydrophilic vegetation, and hydric soils. The Consultant shall prepare a determination of the ordinary high water mark (OHWM) within the existing drainage channels and indicate the existence of any adjacent wetlands not within the jurisdictional high water mark.

5. Resource Agency Permit Processing

The Consultant shall provide regulatory services for the processing of all necessary permits including, but not limited to, the US Army Corps of Engineers, the California Department of Fish and Game, and the Regional Water Quality Control Board. The processing shall include required correspondence or telephone calls between the reviewing staff related to the permit or points of clarification. This item includes any necessary meetings with the reviewing staff of the resource agencies during the review process. Some of the major resources agency permit processes are but not limited to:

a. US Army Corps of Engineers 404 Permit Application

Consultant shall prepare a submittal package for US Army Corps of Engineers 404 Permit to satisfy the requirements of Section 404 of the Clean Water Act. If necessary, Consultant shall advise City on possible project revisions in order to take advantage of Nationwide Permits.

b. California Department of Fish and Game 1600 Permit Application

The Consultant shall prepare Notification of Lake or Streambed Alteration (Form FG 2023) including all required information and photos for a CDFG 1601 Agreement for Streambed Alteration. The City will pay the required Lake or Streambed Alteration Fee if said fee is required.

c. Regional Water Quality Control Board Section 401 Certification Waiver

The Consultant shall prepare a submittal to secure waiver from the State

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

requirement for Section 401 of the Clean Water Act certification. This certification is necessary prior to the Corps concurring with discharges of fill material under the Corps permit process.

6. Hydrology and Hydraulic Report

The Consultant shall provide engineering services to perform the Hydraulic Analysis for the proposed Perris Valley Storm Drain Lateral "B" bridge. The Hydraulic Analysis shall include verification of existing floodplain hydraulics based-upon existing topography previously obtained in the research and investigation. The existing floodplain hydraulics condition shall be modeled utilizing Riverside County Flood Control District and Water Conservation District (RCFC & WCD), the US Army Corps of Engineers HEC-2 or HEC-RAS analysis and in accordance with Caltrans LAPM. Design requirements and channel geometric characteristics shall be analyzed based on the proposed channel up stream and field cross-section information upstream and downstream. Potential hydraulic constraints shall be investigated prior to analyzing proposed alternative designs. The hydraulics of multi frequency design flows shall be investigated and the associated hydraulic impacts assessed to determine the level of flood protection associated with the crossing. The Hydraulic Analysis shall extend adequate distance upstream and downstream from the proposed project to fully evaluate the impacts to the existing flooding. Average hydraulic parameters generated shall be utilized for the scour and sediment transport analysis to determine additional facility protection requirements. In addition, the limits and extent of the required revetment downstream shall be determined.

7. Surveying and Topographic Mapping

The Consultant shall perform all surveys necessary for the concept drawings and the design of the project. Consultant shall use the stationing set by the City's consultant for Heacock Street from San Michele Road to Cactus Avenue.

The Consultant shall provide cross-sections at fifty (50) feet on street center line within the limits described. The cross sections shall be incorporated in the design plans for construction bidding purposes.

Topography shall include, but not be limited to, all features within the existing and proposed right-of-way and width of fifty feet 50 feet beyond - or further if necessary. The topography shall extend length of street, a minimum of two hundred feet (200'), beyond the existing and future curb returns at all intersections and include existing sewer manhole inverts, top of cone and rim elevations. A nail and tin shall be placed every one hundred feet (100') on station and fifty feet (50') painted in between with the station number painted next to it. All public and private street intersections shall have a nail and tin along with having the station number painted next to it. If centerline is on private property, then the station markings shall be offset. The Consultant shall establish a minimum of two (2) temporary benchmarks on the project.

In addition, Perris Valley Storm Drain Lateral "B" cross sections shall be obtained approximately at minimum 50-foot intervals (shorter interval may be required at the vicinity of proposed bridge for hydraulic investigation purposes). The cross sections shall extend approximately 500 feet upstream and downstream of the Heacock Street

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

Bridge.

Field survey information shall also include surface ground culture, all features within and around the project area, and the existing roadway profile and pavement limits. The consultant shall perform detailed surveying work, including the tie-out of any and all existing survey centerlines and property corner monuments that could be disturbed and affected by the proposed work.

The survey topography shall be submitted in ASC II format on CD-ROM and a hard copy plot provided using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations, and description key shall be AutoCAD Land Development Standard Survey Descriptions only, no other survey description will be allowed.

8. Geotechnical Investigation

The investigation will be to evaluate (1) the nature of foundation soil at the crossing location for the bridge structural design parameters, (2) assess streambed characteristics and past scour depth of the channel in the roadway vicinity for the crossing location and (3) determine the road structural section. A report of the findings and geotechnical recommendations for design of the project shall be prepared in accordance with Caltrans LAPM, RCFC&WCD, and other requested information.

a. Field Exploration

The Consultant shall submit a geotechnical exploration plan for the City to review, reflecting location and type of boring. The Consultant shall identify owners and agencies from which right-of-entry permits are required, and shall submit a list to the City, with mailing addresses. The Consultant shall prepare and the City will mail right-of-entry letters.

Upon completion of test pit excavation and sampling, the test pits shall be backfilled and compacted with on-site excavated soils to the original condition.

The field exploration for the roadway portion shall include sufficient borings and material samples taken to determine the road structural section and the backfill shall be in accordance with the City Standards. Investigation shall include determination of ground water elevations.

The Consultant will be responsible to notify Underground Service Alert and provide traffic control as well as obtaining all the necessary permits to conduct field exploration.

b. Geotechnical Investigation Report

Based upon findings of the field exploration, laboratory testing, engineering analyses, and discussions with City, a written report shall be prepared. This report shall summarize the physical data acquired during the investigation and shall present recommendations for design of the project. The Consultant shall provide three (3) draft copies of the geotechnical report for review and comments.

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

A qualified geotechnical engineer shall prepare a Geotechnical Design Report (GDR). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures.

The geotechnical report shall include alternative structural sections and moisture content at a minimum of three feet (3') and six feet (6') under the existing pavement; if the existing moisture content is above optimum moisture content then the GDR shall give recommendations on stabilizing the subgrade in preparation for placement of the structural section. Include the thickness of the existing asphalt concrete and base material individually. If the report does not give sufficient information, it shall be returned and corrected at no expense to the City.

The Consultant shall submit five (5) sets of the final geotechnical design report along with the previously checked reports.

9. Existing Utilities Research

- a. The Consultant shall conduct existing utility research for all utilities within the project limits to identify, locate, and accurately lay out all underground improvements.
- b. The Consultant shall determine which utility is to receive notification, address the utility notification letters and provide the City with a copy of the letters. The City will print on City letterhead, mail to the respective utility and provide the Consultant with a copy of the letter and response. The utility letters comprise of first utility notice letter (Preliminary Project Notice) with response form, second utility notice letter (Prepare to Relocate) with response form, third utility notice letter (Notice to Relocate), and fourth utility notice letter (Notice to Relocate Immediately) will be forwarded to the Consultant. The Consultant may also need to call the utility companies, as necessary, until a written response form is received from each potentially conflicting utility.
- c. The Consultant shall positively locate all utilities in accordance with Caltrans policy on High and Low Risk Utilities.
- d. The Consultant shall identify all utilities that could potentially conflict with the planned project, and determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction. The Consultant shall coordinate with the utility companies to schedule the relocation of the utilities prior to the start of construction.

10. Utility Potholing

The Consultant shall pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at **no** cost to the City. Potholes shall be backfilled per City Standard.

It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control during potholing operation

11. Right-of-Way

This project will require the acquisition of additional right-of-way and the necessary related slope easements, temporary construction easements and rights of entry (for incidental minor work in private properties) along Heacock Street within the project limits. Note that properties westerly of Heacock Street within the project limits are under jurisdiction/control of March Air Reserve Base and/or March Joint Powers Authority.

The project may also require additional rights-of-way for intersection geometry at intersections within the project limits and for traffic signal placement.

The Consultant is required to perform basic right-of-way research to ensure any needed right-of-way acquisitions are identified and provide Right-of-Way Certification for Caltrans project clearance for authorization to proceed to construction. The Consultant shall prepare base sheets showing existing property lines with all right-of-way and easement areas, assessor's parcel numbers, addresses, owners and/or types of businesses. The Consultant shall submit Caltrans right-of-way application to the City for review and processing through Caltrans.

a. Right-of-Way Requirements

The Consultant shall conduct alternate analysis as necessary to identify the need for new right-of-way; prepare legal descriptions, deeds, plats, and maps for submittal to the City for permanent easements, and temporary construction easements. The Consultant shall coordinate with affected agencies to determine right-of-way impacts (including utility right-of-way needs).

The Consultant shall perform research for all outstanding offers of dedication.

The Consultant shall prepare a right-of-way plan showing existing right-of-way, areas requiring acquisition, assessor's parcel numbers, owner's name, addresses, type of business, property lines, foot prints of buildings, setback distances from right-of-way to buildings, vegetation, existing and proposed improvements in the taking areas, existing driveways, and easements across the property.

The Consultant shall identify all utilities that have prior rights.

b. Title Reports

The Consultant shall identify and the City will obtain all Title Reports and/or litigation guarantees for the properties where acquisition of right-of-way will be required.

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

12. Preliminary Design (Conceptual Layout Plans, 35%)

a. Bridge

Develop conceptual design for the proposed bridge based upon hydraulic facility sizing and generalized floodplain cross section information. The initial roadway elevation and bridge facility sizing shall be based upon the desired flow frequency and applying standard bridge hydraulic analysis. Simplified preliminary hydraulics shall be prepared to evaluate the impact of the roadway embankment on the 100-year water surface elevations to ensure that it is within an acceptable range. Preliminary layout shall include roadway horizontal alignment and evaluation of the grading requirements.

The initial bridge evaluation shall include hydraulic considerations such as water surface and required freeboard, back water elevation, number of cells in the RCB, assessment of the cost (based upon per square foot of bridge deck), and span arrangements. Issues considered shall include span length and structure depth; foundation type; bridge type; vertical clearance over flood events; construction phasing; utilities; aesthetics and construction costs.

The Consultant shall prepare preliminary design drawing which shall consist of a **General Plan** for the layout of the bridge crossing, specifically focusing on the:

1. Roadway embankment grading and toes of slope
2. Approach Roadway elevations
3. General bridge layout

The conceptual layout plans shall be produced at 1"=20' scale. Additional information to be indicated at this stage shall include the base map data from survey and research, facility sizes, roadway dimensions, and rights-of-way showing presenting plan, elevation and section views of the proposed structure along with all existing and proposed facilities locations.

b. Roadway Alignment and Profile

The Consultant shall prepare a Conceptual Striping Plan for the limits of the project along Heacock Street that includes the necessary striping at the intersections of Heacock/Harley Knox and Heacock/San Michele. The Plan shall include proposed locations for various traffic control measures such as traffic signal pole locations. 35% Plans shall show, as a minimum with construction notes: curb, gutter, sidewalk, driveway, approaches, centerline profile, curb profile, existing utilities, storm drain, catch basins, traffic signal, striping, all existing feature/improvements, and all other information as necessary.

In the area of the Perris Valley Storm Drain Lateral "B" bridge, preliminary grading requirements for the roadway embankment shall also be evaluated for the alternatives. Variations in the level of flood protection and evaluate the "optimum" roadway profile for the desired flood protection requirements and impacts to the existing floodplain. Roadway profile shall be adjusted to accommodate variations in the amount and size of the RCB cells crossing the roadway. The alignment study shall also include the analysis of vertical curve transitions to the existing roadway profile and specific safety requirements, such

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

as design speed and sight distance.

13. Storm Water Pollution Prevention Program (SWPPP)

The Consultant shall prepare an SWPPP per the requirements of the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide.

14. Initial Cost Estimate

The Consultant shall prepare an initial construction cost estimate for the proposed roadway, bridge and channel. The cost estimate shall be based on all anticipated construction items and estimated quantities from the general plan facility dimensions.

The estimated items of work with quantities shall include, but not be limited to: itemizing all removals, clearing and grubbing, relocations, SWPPP and water pollution control, clearing & grubbing, traffic control, channel including itemized cost, bridge including itemized cost, storm drain, catch basins, earthwork, PCC sidewalk, PCC curb & gutter, driveway approaches, subgrade preparation, cold milling, aggregate base, Asphalt Concrete (AC) paving, survey monument wells, raising manholes, water valve lids, painting of pavement legends & striping, signs, traffic control, raised pavement markers, and project identification and completion signs. The estimated items of work with quantities shall be arranged in chronological order of construction, like items together and shall contain all the information needed to prepare the preliminary Engineer's Estimate of Costs. The Engineer's Estimate shall be prepared and submitted on the City's estimate form.

Computations showing estimated quantities and costs for each location of work, as well as the sum totals for each segment of the project and total project or in a format approved by the City, shall be submitted to the City for review. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

The Consultant will be required to periodically resubmit preliminary cost estimates as the project progresses.

15. Submittals

- a. The Consultant shall submit five (5) sets of bond copies of the preliminary design drawings with each submittal for checking by the City, along with the previous red-lined check prints. The Consultant shall perform quality control on all submittals. The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant.
- b. The Consultant shall submit five (5) sets of reports, such as geotechnical, hydraulic, traffic, and quantity calculations with each submittal for checking by the City, along with the previously checked report.
- c. The Consultant shall, at no additional cost to the City, correct errors,

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.

- d. The Consultant shall directly submit to **each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict.** The Consultant shall coordinate and meet if necessary with the utilities for planning the relocation of their facilities if required. The City shall supply the Consultant with the required format for the utility notice in a Microsoft Word format.
- e. The City shall be provided with a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

B PHASE II – DESIGN (PS&E)

The design shall perform all the work involved for providing documents, plans, specifications, and estimates for the improvements (street, bridge and channel). The design shall conform to requirements of the City of Moreno Valley, Caltrans LAPM, Caltrans Bridge Design, AASHTO, RCFC&WCD, and other agencies that have jurisdiction.

1. Roadway Improvement Preparation

The street improvement plans and striping plans shall be in accordance with the current City of Moreno Valley standard plans or standards approved by the City Engineer. Existing utilities shall be indicated in plan view. These plans shall be prepared at 1"=40' scale, on 24" x 36" improvement plan sheets, and shall consist of:

- a. **Street Improvement Plans:** existing surface improvements, entrances, driveway approaches, edge of pavement, sewer manhole, water valve and gas valve lids, cross gutters, pedestrian ramps, curb returns, and other details that could be affected by the new construction and shall be shown in a half tone or dashed background format to distinguish them from the new improvements proposed for the project. New improvements including: curbs, gutters, sidewalks, street drainage facilities, street lighting (when required), all facility or structure adjustments to be performed by the contractor (including: water valves, gas valves, sewer manholes, telephone manholes, S.C.E. manholes, etc.), all relocations, all reconstructions or modifications shall be shown in full tone or highlighted with appropriate construction note, detail reference or standard plan reference identified. Also, curb ramps within the project limits shall be upgraded to comply with the latest ADA standards. Construction notes should be arranged such that the first notes are 'protect in place' followed with 'removal' notes and ending with the actual work. Notes of like work should be grouped together.
- b. **Storm Drain and or Culvert Plan** preparation shall include hydrology, hydraulic and structural calculations in conformance with the standards of the Riverside County Flood Control and Water Conservation District with probable requirements for review and approval and channel connection permitting by the District. In the absence of standards by the District, Los Angeles County standards would be considered.

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

The Consultant shall provide the necessary plan and profile sheets with hydraulic grade lines, velocity calculations for pipe sizing, and detailing of connections, catch basins, lateral pipes, for all portions of the proposed drain or culvert.

This work is to include, but not limited to, determination of the water surface, hydraulic grade line (HGL), velocities, manhole spacing, and catch basin sizing, and lateral pipe sizing with structural "D" value determination and all other calculations as required for a complete storm drain or culvert design. The design shall be done per City requirements that the number one lane be free of on-street ponding.

- c. **Traffic Signal Plans** shall include signal plans for the traffic signal modification at Heacock Street and San Michele Road. Traffic Signal Plans may also be necessary for the intersections of Heacock Street at Harley Knox Drive and Heacock Street at Nandina Avenue, per the findings of the Traffic Analysis.

The final design should include, but not be limited to: eight (8) phase controllers with bicycle logic, emergency vehicle pre-emption, telephone connection, traffic signal interconnect, and battery back-up, ultimate sizing of traffic signal poles and arms, pedestrian and bicycle push buttons, poles and pole footings shall be designed to a wind velocity of 100 MPH or greater, adequate storage for turn lanes, and any other improvements including right-of-way in order to signalize the intersection. Traffic signal design shall be ADA compliant which includes but is not limited to access ramps, pedestrian push buttons (PPB), landings adjacent to the PPB, etc.

The Consultant shall measure the height of the existing overhead utility lines and pothole for traffic signal, safety lighting, and street light clearance of utilities. The plans shall clearly show the horizontal location of overhead and underground utilities that are in the immediate vicinity of the proposed improvements. The Consultant shall provide a profile drawing showing overhead and underground utilities with elevations and clearance to proposed traffic signal dimensions from utility. The Consultant shall research and establish necessary clearances for construction and operation, which are typically different. Material changes required during construction as a result of incorrect measurements by the Consultant shall be back charged to the Consultant based on the material value of loss to the City, as determined by the City. The Consultant shall agree to pay said charges.

The Consultant shall coordinate with Southern California Edison or the City of Moreno Valley Enterprise Services for the source and location of power for the traffic signal(s). The City will provide the Consultant with the address for the meter cabinet when the location is known.

- d. **The Striping and Signing Plans** shall include: access ramp locations and types, existing street striping, street legends, crosswalks, traffic signal loops, sign legends and all other ancillary street markings and signing that may exist or be required to complete the new street improvements. The signing notes, painted striping notes and thermoplastic marking notes are to be grouped together.
- e. **The Traffic Control Plans** shall include: Traffic control schematic plans and

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

representative construction signage for the major elements in logical stages of the project construction.

- f. **Detail Sheets or Plans** shall be provided where standard plans are not available or where specific dimensioning cannot be readily shown on the improvement plans or provided by description in the project specifications or as needed to insure project constructability.

2. Bridge Improvement Plans

Design of the bridge improvements shall include the final hydraulic analysis of the channel and street drainage improvements indicated on the construction drawings. The final design water surface generated shall also be indicated on the profile drawings. Hydraulics shall be performed analyzing multiple frequencies, including the peak design discharge. The hydraulics shall assess the bridge in both the "open" and "blocked" conditions. Preparation of the Bridge PS&E shall include the following items of work:

- a. **Structural Calculations** - Structural calculations shall be prepared by a licensed civil engineer experienced in bridge design. This shall include analysis of the structure for current Caltrans/AASHTO design criteria. Preparation of structural calculations and bridge plans shall be in accordance with the following Caltrans manuals:
 1. Bridge Design Specifications
 2. Highway Design Manual
 3. Standard Plans
 4. Local Assistance Procedures Manual
 5. Seismic Design Criteria Version 1.1 adopted November 1999 (with updates)

The bridge design shall be optimized through the use of engineering application software which is tailored specifically to Bridge Design.

The Consultant shall submit Bridge plans and calculations to an independent bridge design firm to be reviewed independently by an outside licensed civil or structural engineer at the Consultant's cost. Constructability and reinforcing shall be compared to minimum reinforcing presented in Caltrans standard bridge details.

Consultant shall prepare bridge plans in accordance with the Caltrans Bridge Design Details Manual.

- b. The consultant shall prepare a four (4) scale plan vertical, 20 scale plan horizontal.

3. Bridge Improvement Design and Plan Preparation

Consultant shall provide bridge engineering services for the preparation of construction drawings. Construction plans shall be prepared on standard City of Moreno Valley 1"=20' scale Mylar drawings utilizing all base sheet information determined in the preliminary engineering phase from previous research, utility

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

investigation, and survey data. Utilities within the proximity of the construction shall be located on the plan and then crossings shall also be shown in profile based upon profile data provided by the utility owner or City (potholing is excluded from this scope). The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, bridge details, and design cross sections. The plan shall be prepared in conformance with the requirements of the Riverside County Flood Control and Water Conservation District.

4. Right of Way

The acquisition process shall be conducted in accordance with Caltrans procedures, California Civil Code, and the California Relocation Assistance law adopted by resolution of the City Council of the City of Moreno Valley on August 19, 1986, including any changes to state and federal law since the adoption. The Consultant's 35% plans shall contain enough information to determine the right-of-way needed. All dimensions shall be shown in English units. The right-of-way acquisition process shall include, but not be limited to the following:

a. Appraisal Maps, Plats, and Descriptions

The Consultant shall prepare legal descriptions, plats, deeds, and maps for each parcel acceptable to the City for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the project.

The Consultant shall prepare legal descriptions, plats, and maps acceptable to utility companies (as required) and the City for conveyance of marketable title interests and accurate representation of easements necessary for construction of the project.

b. Appraisal and Negotiations

The Consultant shall coordinate, manage and be responsible for timely execution of a comprehensive; all inclusive Right of Way acquisition process until the deeds for the Right of Way being acquired are recorded.

The consultant shall perform all appraisals in accordance with United States Principal and Practices (U.S.A.P.) standards and all federal and state laws and requirements in accordance with Chapter 7 of the Caltrans Right-of-way Manual for "Appraisals" for those projects that are state/federally funded.

Each appraisal will be performed in a format, assuming a potential action in eminent domain (condemnation) including, but not limited to, such considerations as highest and best use as if vacant, damages to the remainder, etc.

One data book may be compiled for multiple parcels if the parcels are controlled by the same owner, but each parcel appraisal must have sufficient content to be stand-alone. The Consultant shall submit five (5) copies of the Appraisal Report in accordance with the Caltrans Right of Way Manual.

All three (3) approaches to value - the Cost Approach, Income Approach and Market

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

Approach, as outlined in Section 7.05 of the Caltrans Right-of-way Manual—will be considered and all approaches that apply to the subjects will be employed with the most applicable being weighted appropriately.

The appraiser will conduct all necessary research to determine owner of record, land use, zoning, encumbrances, highest and best use, and any factors that will affect value.

The appraiser will bring forth any major issues identified on the project and discuss: how the consultant firm plans to address them, their management approach and organization necessary to complete the specific project, and outline their quality control measures to ensure delivery of a quality product on time and within budget.

The consultant shall have the appraisal reviewed by an independent appraiser. All appraisals shall be performed by a certified appraiser.

The consultant will negotiate all acquisitions and prepare all necessary documents. The consultant shall not commence negotiations until the City Council has been notified and the City has given permission to the consultant to commence negotiations.

The consultant shall provide escrow services for transfer of funds for the acquisition of right of way.

If eminent domain should occur, the City and consultant will negotiate the scope of services and fee.

The City will record the easement deeds.

c. Temporary Construction Easement/Right of Entry

The Consultant shall prepare all documents for temporary construction easements and rights of entry and the City will have the documents executed by the affected property owners. This function must be completed at least thirty (30) days prior to finalizing Plans and Specifications for bidding purposes.

5. Agency Plan Processing and Permits

Consultant shall make formal presentations and provide contact with the appropriate governmental jurisdictional agencies, which includes but is not limited to US Army Corps of Engineers, Riverside County Flood Control and Water Conservation District, March Air Reserve Base, March Joint Powers Authority, Regional Water Quality Control Board, Eastern Municipal Water District, US Fish and Wildlife Service, California Department of Fish and Game, relative to processing of the engineering phase of the Project included in this Scope of Work. The Consultant shall be required to obtain all necessary permits from US Army Corp. of Engineers, Riverside County Flood Control and Water Quality District, March Air Reserve Base, March Joint Powers Authority, Regional Water Quality Control Board, Eastern Municipal Water District, United States Fish and Wildlife Service, California Department of Fish and Game. Should any necessary permits require updates or

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

modifications, the Consultant shall prepare the required documents to secure the necessary permits from US Army Corp. of Engineers, Riverside County Flood Control District, Base Realignment, March Joint Powers Authority, Regional Water Quality Control Board, Eastern Municipal Water District, United States Fish and Wildlife Service, California Department of Fish and Game, and any other agency requiring permits. The City will pay the plan checking and permit fees.

6. Storm Water Pollution Prevention Plan

The Consultant shall prepare an updated (from Phase 1) Storm Water Pollution Prevention Plan in accordance with either the San Jacinto Construction Activity Permit or the General Construction Activity Permit depending on the permit area of coverage.

7. Deliverables

During plan review with each submittal, pdf files of individual plan sheets shall be submitted. The final design deliverables shall include, but not be limited to: Providing Improvement Plans ink on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Estimate, all wet seal stamp and signed by a licensed California Civil Engineer. The design shall be in compliance with current Federal and State Americans with Disabilities Act (ADA) requirements, whichever is more restrictive. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during design, bidding and construction; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings, including the pre-construction meeting.

The Consultant shall monitor quality on all deliverables, calculations, and other work products. The Consultant shall prepare a Quality Control Plan for use on the project, and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task, but shall be included as part of project management.

The Plans, Specifications, and Estimate must conform to the City of Moreno Valley's standards and practices. The Consultant shall provide clear, concise, and complete plans and profiles which shall include, but are not limited to, the following items: project title; vicinity (location) map; title blocks; north arrows; scales 1"=20' for bridge and roadway improvements, nothing precludes the requirement to have drawings at a larger scale or larger scale for details); general notes; construction notes; construction legend; telephone numbers of utilities and other affected agencies and businesses; details; centerline profile; future north and south curb line profiles; existing improvements; power poles; driveway approaches; edge of pavement, water service relocation and/or installation; sewer manhole lid and water valve lid adjustment; pedestrian ramps; painting of traffic stripes and thermoplastic legends; signs; traffic signal; traffic loops (if any); curb returns; details of private improvements to be constructed, reconstructed, or relocated, such as driveways, fences, gates, irrigation systems, trees and landscaping; overhead utility lines; and other details that are of benefit to the design of the project.

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

- a. All drawings shall be prepared with AutoCAD Land Development software or design software that is compatible with the Land Development software approved by the City. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36") Mylar sheets. The final plans shall be signed by a Civil Engineer registered in the State of California. No "stick-ons" will be allowed. The originals and the electronic data of these drawings are to be considered to be the property of the City at all times, and shall be submitted to the City, along with a CD-ROM disk in AutoCAD Land Development format upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.
- b. The Consultant shall prepare driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended to the garage or as required for a transition to the existing driveway.
- c. Cross sections are considered necessary to properly and accurately design the improvements and to accurately establish the earthwork volumes and extent of construction or reconstruction beyond the right-of-way lines onto private property, where and if necessary. Cross sections shall be at fifty foot (50') maximum intervals drawn on twenty-four inch by thirty-six inch (24" x 36") Mylar and shall be included with the bid set. The cross section shall be computer generated using AutoCAD Land Development software or compatible software. The cut and fill quantities shall be computer generated and shall be included with the cross sections. The cross sections shall be provided to the City at the 35% Conceptual Design, 65%, 100%, and final submittal. Hand drafting of cross sections will not be allowed.
- d. **AutoCAD DRAWINGS**
The topography map will be set up with the following guidelines:
 - i. Drawing scale is 1" = 40', unless otherwise noted or approved.
 - ii. Lettering style shall be Complex and sizes will correspond to standard Leroy Scales (i.e. 80,100, 120, 140...500). City Capital Projects Title Block shall be used.
 - iii. The following is a table of items that shall be placed on designated layers as shown (unless RCFC&WCD and/or Caltrans standards apply):

Description	Layer	Color
Points	POINTS	White
Point numbers	PNTS	Red
Point elevations	ELEV	Red
Point descriptions	DESC	Red

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

Contours	INTER	Brown
Index contours	INDEX	Yellow
Topography	TOPO	Yellow
Text	TEXT	Cyan
Centerline	CL	White
R/W	RW	Green
Curb and gutter	CG	White
Sidewalk	SW	White

- iv. The following is a table of Standard Survey Descriptions that shall be used on all survey-related work (unless RCFC&WCD and/or Caltrans standards apply). Use a Z (code) for any shots **not** at ground surface i.e., use Z10 for top of fire hydrant.

** Input sequence number, space, description

Input #	Item	Input #	Item
01	Centerline	38	Transformer
01M	Centerline Monument	39	C.L. Improvement
01C	Control Point	40	A.C. Speed Bump
02	Mailbox	41	Wood Guard Rail
03	Water Meter	42	A.C. Bike Path
04	Power Pole	43	Curb
05	Gut Wire	44	Traffic Signal Box
06	Gate Valve	45	Concrete Apron
07	Fence	46	Concrete Slab
08	Tree	47	Concrete Rip Rap
09	Pedestal	48	Yellow Stripe
10	Fire Hydrant	49	White Stripe
11	Edge of Pavement	50	Delineator
12	Driveway	51	Landscape Area
13	Sewer Manhole	52	Block Wall
14	Utility Manhole	53	Top Asphalt
15	Utility Mark	54	Face of Curb (1/2" wide)
16	Sign	55	Gutter
17	Curb and Gutter	56	Street Light
18	Vertical Curb	57	Edge of Gravel
19	Asphalt Curb	58	Air Vac
20	Toe of Asphalt Curb	59	Drop Inlet
21	Top of Asphalt Curb	60	Toe of Dirt Berm
22	Flow Line of Culvert	61	Top of Dirt Berm
23	Miscellaneous	70	Temp. Storage Area
24	Walks	71	Stl. Conc. Guard Post
25	Bushes	72	Pump
26	Shrubs	73	Canopy Post
27	Gas Line Main	74	Curb Flush w/A.C.
28	Gate	75	Oil Riser
29	Water Line Main	76	Water Riser
30	Toe of Slope	77	Build. Corner

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

Input #	Item	Input #	Item
31	Top of Slope	78	Temp Storage Build.
32	Planter	79	Concrete Swale
33	Sprinkler Head	80	Eroded Undermined
34	Edge of Travel Way	81	Conc. Expansion Joint
35	Gas Valve	82	Head Wall
36	Transformer		
37	Ground Shot		

Other layers may be used; however, the layer should be named to correspond with the item referenced on that particular layer.

- e. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format. The Consultant will be responsible for compiling the Project Specifications including the project specific scope of work in the Technical Specifications and provide special Technical Provisions beyond the City's standard Technical Provisions. The Specifications shall be signed by the consultant Civil Engineer registered in the state of California that is complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the project, except for striping and traffic signs. The technical portion of the Caltrans Standard Specifications will be used for the striping and traffic signs.

Technical Provisions for the bridge improvements based upon Caltrans Standard Specifications dated, 2010 (latest imperial units' specifications) and the latest Caltrans Standard Special Provisions shall be incorporated into the City's bid documents.

Specifications for the project shall conform to the most recent applicable standards and specifications from:

- a. City of Moreno Valley
- b. Standard Specifications for Public Works Construction (*Greenbook, current edition*)
- c. Riverside County Flood Control and Water Conservation District
- d. State of California Transportation Department Standard Specifications and Standard Plans (2010)
- e. The consultant shall calculate the amount of liquidated damages using the City's formula and determine the length of time in working days for construction.

8. Submittals to City, Agencies, Utilities, Etc.

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

- a. The Consultant shall submit five (5) sets of bond copies of the design drawings with each submittal for checking by the City, along with the previous red lined check prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Submittals shall be 35% Conceptual, 65%, 100%, and final.
- b. The Consultant shall submit three (3) sets of quantity calculations with each submittal for checking by the City, along with the previous checked calculations.
- c. The Consultant shall submit three (3) sets of the contract documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- d. **The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the Plan checking process.**
- e. The Consultant shall submit five (5) sets of bond copies of cross sections along with each submittal of the design drawings for Plan checking. One (1) reproducible and two (2) bond copies sets of cross sections shall be submitted along with the final submittal of the design drawing.
- f. The Consultant shall directly submit to **each utility company a final set of Plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict.** The Consultant shall coordinate with the utilities for relocation of their facilities if required.
- g. The City shall receive a copy of all correspondence, transmittals, submittals, and letters sent to utilities and agencies regarding the project and estimated schedule for relocation/removal of any utilities not a part of the Contractor's Bid responsibility.

9. Final Estimate of Quantities and Cost

The Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by the Consultant and approved by the City.

- a. The estimated items of work with quantities shall include but not be

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

limited to: itemizing all removals, clearing and grubbing, relocations, water pollution control, channel excavation, PCC channel, channel reinforcing steel, storm drain, bridge earthwork, PCC bridge, bridge reinforcing steel, bridge rail, PCC sidewalk, PCC curb & gutter, driveway approaches, roadway earthwork, subgrade preparation, cold milling, aggregate base, Asphalt Concrete (AC) paving, survey monument wells, raising manholes, water valve lids, bridge, channel or PCC channel, reinforcing bar, roadway embankments, Channel dewatering and/or diversion, SWPPP preparation, painting of pavement legends & striping, signs, traffic control, raised pavement markers, and project identification and completion signs. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs. The engineer's estimate shall be prepared and submitted on the City's estimate form.

- b. The Consultant will be required to periodically submit updated preliminary cost estimates as design progresses.
- c. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities. Computations showing estimated quantities and costs for each location of work as well as the sum totals for each segment of the project and total project shall be submitted to the City for review along with a set of plans showing items of work with quantities on each sheet. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

C. PHASE III – CONSTRUCTION

1. Reproduction of the Design Drawings and Contract Documents

The City will have copies of the design drawings and Contract Specifications reproduced for bidding purposes.

2. Questions During Bidding And Pre-Construction Meeting

The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and pre-construction meeting. The Consultant shall assist the City, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

3. Construction

a. Questions During Construction

The Consultant shall be available to review design change request and assist the City in issuing Contract Change Orders. A line item shall be included in the proposal for design change request during construction.

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

The Consultant shall be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Contract Change Orders regarding omissions or conflicts in the design, at no charge to the City. Any design change due to errors/omissions, poor design, and/or unclear construction shall be at the Consultant's own cost.

b. Preparation of As-Built Drawings

The Consultant shall incorporate all redline comments prepared by the Contractor and project inspector on the signed design Plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. The Consultant shall attach hanging file tabs to the Mylar as-built drawings. A line item shall be included in the proposal for as-built drawings.

c. GASB 34 Documentation

The Consultant shall submit GASB 34 documentation in the City's format along with the as-built drawings. A line item shall be included in the proposal for GASB 34 documentation.

d. Owner Of Original Drawings, Documents And Other Information

The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk.

5. Submit the forms and plans to Caltrans for State Bridge Inventory.

4. Tentative Project Schedule

The City's tentative schedule:

Proposal Review and Negotiations	August 2012
Notice to Proceed	September 2012
Complete Phase I	December 2012
Complete Phase II	June 2013
Construction	TBD

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 30 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. For the construction support services Consultant is not required to provide a Project Schedule with milestones.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.
- H. A statement that all charges for Consultant (construction services) is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- I. A statement that the Consultant will document and provide the results of the work to

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

- J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Fee Proposal submittal.** All extra work will require prior approval from the City.
- L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- O. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- P. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- Q. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- R. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Proposer should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, **the City has implemented a wholly Race-Neutral DBE Program.**

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the City may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require a Proposer to utilize DBEs as a condition of award. Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

- S. Complete Disclosure of Lobbying Activities (Form LLL – see attached).
- T. Complete List of subconsultants.
- U. Complete Proposer's List of Subconsultants (DBE and Non-DBE) – Parts I and II.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

VIII. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee."
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed at the completion of the defined milestones. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:
 - 1. Project Summary Memorandum complete.
 - 2. Environmental Clearance obtained.
 - 3. "Phase 1, 35% Level Completion" is complete.
 - 4. "Phase 2, 65% Level Completion" is complete.
 - 5. "Phase 2, 95% Level Completion" is complete.
 - 6. "Phase 2, 100% Level Completion" is complete.
 - 7. Legals/plats and appraisal reports are complete.
 - 8. Right-of-way negotiations and related services on a monthly basis.
 - 9. Project Bidding and Construction Support on a monthly basis.
 - 10. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

- E. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Reimbursement costs such as mileage, printing, telephone, photographs, postage

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

- G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversights.

IX. INSURANCE

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

	<u>GENERAL LIABILITY</u>	
Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$500,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A 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, the Moreno Valley Community Services District and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability 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, the Moreno Valley Community

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's 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 Agency, 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City Project Manager. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD) and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, CSD and WRCOG, their officers, agents or employees.
- B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, CSD's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

City, MVHA, CSD and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Surveying Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The Consultant is responsible for notifying Underground Service Alert and providing

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

proper traffic control, at no additional expense to the City.

- C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. OTHER REQUIREMENTS

The following requirements are mandatory:

- A. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- B. The Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to City, State, and the Federal Highway Administration at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to City, State, and the Federal Highway Administration. Such records shall be maintained by the Consultant for three (3) years following receipt of final payment.
- C. Cost Principles – Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- D. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- E. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore,

**Request For Proposal
Heacock Street South Extension
Project No. 10-12566729**

subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

- F. Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented employees under current State Department of Personnel Administration rules listed in the Caltrans Travel Guide.

XVI. SELECTION CRITERIA

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- C. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

Exhibits/Attachments (incorporated by reference):

Exhibit "A" - General Design Submission Requirements

Attachment "A" – Location Map

Attachment "B" – City Standard Consultant Agreement (no changes to this agreement will be allowed)

W:\CapProj\CapProj\PROJECTS\Michael 10-12566729 - Heacock Street South Extension\Design Phase\Consultant -\RFP\Heacock Street South Extension RFP.DOC

Exhibit "A"

General Design Submission Requirements

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Complete supporting plans and estimates for Report of Project Issues; complete Special (Technical) Provisions outline; resolve alternatives and alignment issues; identify preliminary right-of-way and easement needs; complete environmental documentation; and obtain all environmental approvals.
 - Basis for design are established and preliminary level design (foot print) is frozen. There are either few or no more basic design changes.
 - Initial plan review by all city departments, utility companies, and other associated agencies is complete.
 - As necessary, public meetings have taken place and the concept is established and approved.
 - City client departments have signed-off on the design.
 - Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
 - Surveys are completed and boundaries established on plans.
 - Horizontal and Vertical alignments are established on plans.
 - Curb/gutter lines to centerline dimensions are shown on plans.
 - Intersection and corner radius information is shown on plans.
 - Parcel delineation, with site address and Assessors Parcel Number, are shown on plans.
 - Special (Technical) Provisions outline is established and is based on City's boiler format.
 - Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
 - Design Schedule, with required critical path, is approved.
 - Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
 - Utilities initial investigation is complete and tracked using a utility response matrix.
 - First meeting with utility companies has taken place and all are on-board, if necessary.
 - Proposed utilities' connections/improvements, etc., are essentially agreed upon.
 - Existing utilities to be relocated, to be abandoned, and/or re-routed are established and agreed upon.
 - Meeting with all other interested parties, such as fire and police, etc., have taken place.
 - All preliminary right-of-way and easement needs are shown and analyzed, and ownership is investigated.
 - Required Environmental Document is complete and approved.

Request For Proposal
Heacock Street South Extension
Project No. 10-12566729

2. **65 % Level Completion:** Resolve right-of-way issues, if any; complete detailed street, traffic signal, and signing and striping design; complete project specific plans improvements.
 - Overall Design progress must be at a level that was established in the critical path.
 - Horizontal and Vertical alignments are complete.
 - Draft Specifications, including General Provisions and Special Provisions, are complete.
 - Complete Engineer's Estimate reflecting 65% complete level design work effort.
 - 2nd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
 - Follow-up meetings with utility companies, if necessary, have taken place.
 - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
 - SCE/MVU electrical service design for the new traffic signal is incorporated into the design.
 - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.

3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
 - All design documents (PS&E) are essentially complete as if ready to bid.
 - PS&E is ready to submit for review.
 - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
 - Liquidated damage calculation is complete.
 - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
 - 3rd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
 - Ready for biddability, claim avoidance, and constructability reviews.

4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
 - PS&E is ready for signature.
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
 - Project is ready for advertisement.
 - All available and applicable permits have been received.
 - Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.

CITY OF MORENO VALLEY

CAPITAL PROJECTS DIVISION



PROPOSAL FOR
PROFESSIONAL CONSULTANT DESIGN SERVICES

**HEACOCK STREET SOUTH EXTENSION
BETWEEN SAN MICHELE ROAD AND HARLEY KNOX DRIVE
PROJECT No. 10-12566729**

JULY 31, 2012

(REVISED SEPTEMBER 10, 2012)

DMC Design Group, Inc.

A Total Engineered Solution

- *Team Effort*
- *Proactive Leadership*
- *Effective Communications*
- *Responsive Actions*



140 N. Maple Street, Suite 104 Corona, CA 92880
951-549-8100 (Office) 951-549-8102
www.dmc dg.com

EXHIBIT B

-571-

Item No. A.10

DMC Design Group, Inc.
Maple Centre
140 N. Maple St., Suite 104
Corona, CA 92880



(951) 549-8100 Fax (951) 549-8102

July 31, 2012

Guy Pegan, P.E. - Senior Engineer
Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE Proposal for Professional Consultant Design Services – Heacock Street South Extension Between San Michele Road And Harley Knox Drive, Project No. 10-12566729 (Revised September 10, 2012)

Dear Mr. Pegan:

DMC Design Group, Inc. has assembled a highly skilled and experienced team of professional engineers, managers, surveyors, designers and technicians capable of providing cost-effective professional consultant design services, including civil engineering, surveying, environmental clearance support, right-of-way mapping and acquisitions, and other “as-needed” support services required to develop viable concept alternatives, design and prepare construction documents (plans, specifications and estimates) for the ultimate street improvements to Heacock Street from San Michele Road to Harley Knox Drive for the City of Moreno Valley, CA. Our Team its skills and experience on numerous roadway and drainage improvement projects requiring many of the same professional consultant design services for this project. More importantly, it is our Team’s shared goal to provide a full range of quality professional consultant services to the City of Moreno Valley for this project. To meet this goal for the City, DMC will embrace the following value engineering principals on this project:

- *Assign a Project Manager* and technical support staff that possess superior qualifications directly relevant to this project;
- *Maintain continuity* of our Project Manager and Project Team throughout the life of this project;
- *Develop strict project specific quality control measures*, including the development, documentation, initiation and implementation of a structured QA/QC program for all products prepared and designed by DMC for the duration of this project;
- *Communicate effectively* at all levels within our organization, with the City’s Project Team and with outside reviewing/permitting agencies;
- *Coordinate design* disciplines, calculations and analysis throughout the design and construction phases;
- *Conduct thorough site investigations* to verify ***all*** field conditions;
- *Implement a management approach* that ensures this project is completed on schedule and within budget.

By embracing these principals over the last five (5) years, DMC has developed comprehensive concepts, completed designs and prepared PS&E documents for many similar improvement projects for public agencies in southern California, totaling more than \$100,000,000 in construction costs, ***with less than 1% in contract change orders.***

David M. Cospers, P.E., Q.S.D. will be the Project Manager for this project and will be DMC's contact person throughout the entire consultant selection period through completion of construction of the project. He is currently the Principal Engineer for DMC Design Group, Inc., with *over thirty one (31) years of experience* in designing and constructing municipal improvement projects for counties, cities and special districts throughout southern California. Over the last thirteen (13) years, Mr. Cospers has focused his experience and skills primarily on large roadway widening and rehabilitation improvement projects involving significant storm drain/flood control improvements. He has an extensive background working closely with agency boards and staff on environmental clearance, permits and right-of-way acquisition issues for these types of projects, with an impressive record of successfully identifying and attaining all project objectives quickly and cost effectively. Many of these projects required "fast-track" approvals by outside agencies and involved constrained budgets and a cooperative effort with numerous oversight agencies, utilities and adjacent developments. Mr. Cospers's skills and experience will be used to provide the Project Management activities necessary to successfully meet the objectives for this project.

Other key DMC project team members to be assigned to this project include:

- Joshua D. Cospers, P.E., P.L.S., Q.S.D.—Project Engineer (12 years)
- Frank A. Artiga, P.E., P.L.S.—Survey Manager (16 years)
- James T. Stanton, P.E.—Storm Drain Design Engineer (9 years)
- Jennes Gunther, P.E.—Roadway Design Engineer (26 years)
- Michael Kirk—Mapping Manager (22 years)
- Donna A. McConaughy—Utility Coordinator (16 years)

DMC will also team with the following subconsultants to provide specialized services for this project:

CNS Engineering, Inc. - Bridge Engineering

- James J. Lu, P.E., S.E. – Lead Bridge Engineer (21 years)

Leighton Consulting, Inc. – Geotechnical Investigations

- Simon Siiad, G.E., P.E.—Geotechnical Manager (23 years)

PMC World, Inc. – Environmental Clearance/Permitting

- Mark Teague—Environmental Team Leader (25 years)
- Joyce Hunting—Biological Support Manager (20 years)
- Melanie Ware—Environmental Planner - NEPA Specialist (11 years)
- Seth Meyers—Environmental Planner - Air Quality Specialist/Tech Writer (5 years)

Trames Solutions, Inc. – Traffic Studies/Traffic Signal Design

- Scott Sato, P.E., T.E.—Traffic Engineer (21 years)
- Blaine Werner—Traffic Signal/Striping Design Manager (22 years)

Overland, Pacific & Cutler, Inc. – Right-of-Way Agent

- Kimberly Reed, SR/WA—Project Manager (16years)
- Kevin Donahue, MAI – Project Appraiser (25 years)

We look forward to working with the City of Moreno Valley on this project and would very much like to discuss our qualifications and project approach in greater detail. Should you have any questions or concerns regarding DMC Design Group's qualifications, do not hesitate to contact us.

Sincerely,
DMC Design Group, Inc.

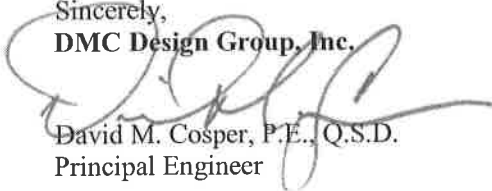

David M. Cospers, P.E., Q.S.D.
Principal Engineer



TABLE OF CONTENTS

City of Moreno Valley
Capital Projects Division

Proposal:

Professional Consultant Design Services:
Heacock Street South Extension
Between San Michele Road and Harley Knox Drive
Project No. 10-12566729

July 31, 2012
(Revised September 10, 2012)



Section 1 – Project Approach

Background
Work Plan
Deliverables
Hourly Resource Matrix
Schedule

Section 2 – Qualifications

Qualifications
Management Plan
Quality Assurance Plan
Project Team

- Key DMC Personnel
- Subconsultants
- Organizational Chart

Project Experience
References

Appendix

Additions/Exceptions to the City's RFP

Statements

Resumes

Key DMC Personnel

- David M. Coper, P.E., Q.S.D. – Project Manager
- Joshua D. Coper, P.E., P.L.S., Q.S.D. – Project Engineer
- Frank A. Artiga, P.E., P.L.S. – Survey Manager
- James T. Stanton, P.E. – Roadway Design Engineer
- Jennes Gunther, P.E. – Storm Drain Engineer
- Mike Kirk – Mapping Manager
- Donna A. McConaughy – Utility Coordinator

Subconsultants

CNS Engineering, Inc. – Bridge Engineering

- James J. Lu, P.E., S.E. – Lead Bridge Engineer

Leighton Consulting, Inc. – Geotechnical Investigations

- Simon Saïid, G.E., P.E. – Geotechnical Manager

PMC World, Inc. – Environmental Clearance/Permitting

- Mark Teague – Environmental Team Leader
- Joyce Fleming – Biological Support Manager
- Melanie Ware – Environmental Planner – NEPA Specialist
- Seth Meyers – Environmental Planner – Air Quality Specialist/Tech Writer

Trames Solutions, Inc. – Traffic Studies/Traffic Signal Design

- Scott Sato, P.E., T.E. – Traffic Engineer
- Blaine Werner – Traffic Signal/Striping Design Engineer

Overland Pacific & Cutler, Inc. – Right-of-Way Agent

- Kimberly Reed, SR/WA – Project Manager
- Kevin Donahue, MAI – Appraiser

Other Information

- Disclosure of Lobbying Activities
- Certification for Contracts
- Proposers List of Subconsultants (DBE and Non-DBE) Part 1 & 11

BACKGROUND

Our Project Team has thoroughly reviewed the City of Moreno Valley's *Request for Proposal for Consultant Design Services – Heacock Street South Extension from San Michele Road to Harley Knox Drive, Project No. 10-12566729*. Specific questions regarding the project scope and parameters were discussed with Mr. Guy Pegan, Senior Engineer with the City of Moreno Valley's Capital Projects Division. Discussions were also conducted with the Riverside County Flood Control and Water Conservation District (RCFC) regarding existing and future flood plain parameters and proposed improvements affecting the Perris Valley Storm Drain Lateral "B" channel. It is our understanding the City of Moreno Valley is seeking a full service Project Team capable of providing the necessary services required to evaluate alternative approaches, obtain necessary environmental clearance/permits, design and prepare construction documents for roadway and drainage improvement to Heacock Street south of San Michele Road. Specific improvements anticipated by the City include the following improvements:

Roadway widening and pavement rehabilitation improvements to a 4,600-foot segment of Heacock Street, beginning at San Michele Road and ending at Harley Knox Drive;

- Final vertical/horizontal alignment of Heacock Street;
- Widen from existing configuration to a four (4) lane arterial per City Standard 104A;
- Curb and gutter improvements to both sides of the project segment of Heacock Street;
- As needed rehabilitation to existing pavement section to meet proposed traffic Indices.

Improvements to three (3) intersections:

- San Michele Road and Heacock Street - Modifications to existing traffic signal;
- Nandina Avenue and Heacock Street - Installation of a traffic signal and ADA compliant ramps;
- Harley Knox and Heacock Street - Installation of a traffic signal with ADA compliant ramps or the construction of a traffic circle (round-about).

Bridge improvements at the crossing of RCFC's Perris Valley Storm Drain Lateral "B" by Heacock Street:

- Final vertical/horizontal alignment and configuration of the proposed bridge structure of the Perris Valley Storm Drain Lateral "B" channel;
- Replacement or extension of existing bridge structure.

Roadway storm drain system:

- Removal of existing storm drain channel immediately adjacent to the westerly side of Heacock Street;
- A Conveyance system for storm drain runoff from adjacent MarchARB/March JPA properties west of the project site;
- A Conveyance system for roadway drainage system.

Costs associated with planning, environmental clearance and design are to be funded by the City of Moreno Valley by fund from Measure A (1/2 Cent Local Sales Tax). The City will also pursue State and Federal as these opportunities present themselves. It is anticipated that funding for construction of these proposed improvements will come the WRCOG-TUMF program as these funds become available.

This project shall consist of the following four (4) phases;

- **Phase 1 – Planning and Conceptual Design**
- **Phase 2 – Environmental and Right of Way Clearance**
- **Phase 3 – Design (100% Complete PS&E)**
- **Phase 4 – Construction**



WORK PLAN

Based upon our current understanding of the project's requirements and needs, our Project Team proposes the following Work Plan for this project:

PHASE I - PLANNING AND CONCEPTUAL DESIGN

Task 1.01 Project Coordination - The general scope of Project Coordination services will include all activities required to manage this project through each of the four (4) phases and to keep all project stake holders intimately informed on the progress and needs of this project, including the facilitation, coordination and oversight of ongoing daily actions required to provide the intended services to the City of Moreno Valley, and shall include, but not be limited to, the following subtasks:

Task 1.01.01 Project Schedule - Mr. Cospier will prepare and maintain a multi-level work breakdown schedule (WBS) with key milestones, with tasks and subtasks shown in full detail, a baseline project schedule using Microsoft Project Schedule V4.0. At a minimum, the task shall include planning, environmental, right-of-way, design, relevant City Council/Planning Commission meetings, Caltrans reviews, RCFC&WCD reviews, COE reviews, utility coordination/relocation, bid advertisement and construction. The schedule will be regularly updated on a bi-weekly basis and submitted to the City as part of the bi-weekly progress report.

Task 1.01.02 Project Progress Reports - Mr. Cospier will prepare bi-weekly Progress Reports for the duration of this project that will include a narrative section detailing progress completed the previous period and progress planned for the following period, action items assignment list, minutes of the meetings held the previous month, a complete list of contacts and the updated project schedule.

Task 1.01.03 Administrative Support - Mr. Cospier will coordinate and assign necessary resources for assistance and support to the City's Project Program Manager and other City staff in the completion of each phase of design services, including:

- Preparation of project specific correspondences (letters, emails, phone calls, faxes, etc.) to utility agencies and Federal, State and local agencies;
- Preparation of documentation required for this project, including:
 - Staff reports to City Council;
 - Reimbursement requests and invoices to funding agencies;
 - Reports, updates funding reports and grant applications for project funding;
 - Agreements and purchase orders;
 - Interagency agreements;
 - Annual Capital Improvement Program (CIP) budget updates;
 - Annual project estimates and budgets for the project;
 - RFP's, NIP's, Scope of Services for specialty services for this project.
- Maintenance of all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.

Task 1.01.04 Project Coordination - Mr. Cospier will oversee and ensure that all project stake holders are kept abreast of project activities in a timely manner. Specific stakeholders include the City of Moreno Valley's affected departments, the City of Perris, March JPA, MARB, RCFC&WCD, Caltrans, oversight/permitting agencies and utilities. DMC anticipated completing the following project coordination activities:

- Conduct and attend design kick-off meeting with project stakeholders;
- Schedule, facilitate and conduct Project Development Team (PDT) meetings and other necessary meetings, including preparation and distribution of Meeting Agendas and Minutes within three (3) working days;

- Schedule, facilitate and attend public meetings, as warranted;
- Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders;
- Ensure that all appropriate communication, correspondence and reports are completed on an ongoing and timely basis to the satisfaction of the City, including:
 - *Various City Council Staff Reports;*
 - *Utility correspondence letters, emails and coordination required to monitor and track progress of utility relocation designs and construction by affected utility owners;*
 - *Federal, State and local correspondences;*
 - *Federal, State and local documentation required for this project;*
 - *Right-of-way related documentation and correspondence;*
 - *Necessary communication and reports to funding agencies.*
- Coordinate and ensure that all stakeholders and City Divisions/Departments complete plan reviews/information requests in a timely manner;
- Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated;
- Meet with the City Program Manager to coordinate resolution of project issues, identify potential issues and to review the progress of various project tasks.

Task 1.02 Research – DMC will perform all research effort of agency records, including the City of Moreno Valley, City of Perris, March JPA, MARB, Riverside County Flood Control, EMWD and other affected utilities, as necessary, to secure all record information required to accurately identify, locate and layout all underground and overhead improvements, easements, centerlines, right-of-way limits, property lines, existing improvements and right-of-way record maps/preliminary title reports and other ancillary items that may be affected by this project. DMC anticipates its research effort will include gathering the following information:

- | | | |
|-------------------------------------|-----------------------------------------|----------------------------------------|
| ▪ <i>As-Built Drawings/Aerials</i> | ▪ <i>Pertinent In-Progress Drawings</i> | ▪ <i>Records Of Surveys/Tract Maps</i> |
| ▪ <i>Assessor Maps</i> | ▪ <i>Existing Utility Drawings/Maps</i> | ▪ <i>Field Notes</i> |
| ▪ <i>Available Drainage Reports</i> | ▪ <i>Flood Zone Designations</i> | ▪ <i>Other City Reports</i> |

Task 1.03 Initial Site Visit – Existing conditions and supporting improvements, such as pavement surface areas, curbs, gutters, sidewalks and driveways, walls, mailboxes, trees, fences structures and existing utilities will be inventoried. Pictures/videos will be taken of the entire project area to confirm existing conditions and approximate locations. Prior to the site visit, a meeting will be conducted with personnel from the City to review and identify additional issues regarding roadway, drainage, access and other issues related to the proposed Project Area.

Task 1.04 Topographic Surveys – Topographic surveys will be conducted to gather culture within the project limits, including all features within the right-of-way limits and 50 feet beyond at 50-foot centers. Adequate information shall be obtained to design the relocation of utilities and offsite improvements, other existing facilities, and runoff information for drainage analysis, with ample detail and range for detailed design and quantity estimating of the project improvements and right-of-way acquisitions. The topographic survey will include that portion of Heacock Street 200 feet south of Harley Knox Drive, 200 feet north of San Michele Road and 200 feet east and west at each intersection along the project length of Heacock Street. A nail and tin will be placed every one hundred feet (100') on station and fifty feet (50') painted in between, with the station number painted next to it. A nail and tin will also be placed at the intersecting lines of all public and private streets. Topographic surveys will be conducted on the portion of Perris Valley Storm Drain Lateral "B" 500 feet upstream and downstream of its crossing with Heacock Street, including cross-section at 50-foot intervals. Two (2) temporary bench marks will be established at each end of the project for use during the construction phase.

Task 1.05 Base Map – Utilizing data collected in the field, DMC will prepare a continuous base map in plan and profile format. The limits of the base plans shall have the same beginning and ending points as the field survey limits. The base plan will be prepared using AutoCAD 2012. The base map shall include:

- Street names;
- Street widths, right-of-way and property lines (existing and future);
- Assessor’s parcel numbers contiguous to and affected by the proposed project;
- All surface features, such as utility manholes, valves, fire hydrants, street lights, catch basins, power poles, structures, driveways, sidewalks, parking lot entrances, parking lots, access ramps, trees, walls, fences, curbs and gutters as visible from the aerial photograph;
- Centerline stationing based on information provided by the City;
- City/State boundary lines;
- One-half foot contour intervals with adequate spot elevations.

The project base map will be submitted to the City on CD-RW diskette and a separate hard copy plot of the survey data and base map for approval by the City. Survey points with coordinates, elevations and descriptions key shall be AutoCAD Land Development Standard Survey Descriptions only. The data will be submitted in ASCII format on CD-RW diskette along with a hard copy printout.

Task 1.06 Utility Project Notification – DMC will identify and officially notify all affected utility companies and other agencies providing services within the City which own, operate or maintain facilities within the proposed project limits to obtain maps, plans and records of all existing facilities within the project limits. Field reviews will be conducted to accurately verify and locate all surface evidence of existing sub-surface and overhead installations within the limits of this project in accordance with Caltrans’ Policy on High and Low Risk Utilities. All utility information obtained from its research effort and field reviews will be plotted on the project base map. Specific activities include:

- Develop a request for information letter (1st Utility Notice) on City letterhead to be sent to the utility companies notifying the utilities of the proposed projects and requesting as-built information from the utility agencies. DMC will have each letter sent certified, return receipt requested;
- Develop a complete Utility Log of all correspondence with utilities during the Preliminary Engineering phase of this project, including record documents pertaining to the delivery of official project notices to the affected agencies;
- Review, inventory and log data received from the utility companies;
- Plot utility information on the project base maps to be used in the preparation of the project plans;
- Conduct necessary field reviews to confirm identified utilities based on record plans to locate surface evidence of additional existing sub-surface and overhead installations within the limits of this project;
- Measure and document the height of existing overhead utility lines;
- Identify potential conflicts and immediately notify the City and affected utility of known conflicts. DMC will forward copies of the plans showing the conflict to the affected utility and the City.

Task 1.07 Preliminary Environmental Analysis – Working with the City’s Planning Division, DMC will complete a preliminary environmental analysis of the project. The analysis will, at a minimum, identify:

- All project environmental concerns;
- Most probable CEQA/NEPA environmental clearance requirements;
- Identification of technical studies required to support the environmental clearance requirements and their costs.

Documenting this analysis for future reference, DMC will complete the City’s “Public Works Environmental Form” with comments, photographs and recommendations pertinent to the analysis outlined above. It is

understood the City's Community Development, Planning Division will make the final environmental clearance determination.

Task 1.08 Right-of-Way Support – It is understood that acquisition of right-of-way, in the form of permanent slope easements, partial takes and temporary construction easements will be required for this project. Overland, Pacific and Cutler (OPC) has identified 17 unique Assessor's Parcel Numbers (APN's), comprising of ten (10) acquisitions that are potentially impacted by the project. Of this ten (10) parcels, eight (8) are vacant lands and one (1) is a flood control channel owned by the RCFC. Along the westerly side of Heacock Street are six (6) APN's that consist of one (1) acquisition owned by the March Air Force Base. No relocations are anticipated at this time. The proposed acquisition program will adhere to the Caltrans Right of Way Manual. As such, Right of Way Data Sheets will be required during the PA/ED phase, along with appraisal reviews and Caltrans Right of Way Certification. Towards this effort, DMC will team with OPC to provide the following right of way services to the City during this phase:

Task 1.08.01 Right-of-Way Mapping - Based upon its research efforts, record boundary surveys prepared by others and preliminary title reports provided by the City, DMC will prepare an accurate right-of-way map for this project centered on the approved horizontal and vertical alignment of the project segment of Heacock Street. The preliminary right-of-way map, at a minimum, shall include the record right-of-way limits and property boundaries for the proposed widening of Heacock Street and the required right-of-way needs based upon the 35% complete plans. The map shall also show the additional right-of-way needs (including the lesser rights of easements, entries and permissions) related to individual properties for each of the current project improvements and the future full width project improvements. DMC will prepare two (2) legal descriptions and plat map documents for right of way acquisitions.

Task 1.08.02 Right-of-Way Alternative Analysis - DMC will conduct an alternative right-of-way analysis, as necessary, to identify the need for new/alternative right-of-way. DMC will prepare necessary exhibits to demonstrate impacts and right of way needs of the various alternatives considered.

Task 1.08.03 Research Existing Offers of Dedication - OPC will attempt to identify those parcels for which offers of dedication have already been made and memorialized. OPC will facilitate the appropriate distribution and execution of instruments necessary to confirm these offers with relevant City personnel. The limits and extent of offers of dedications found by OPC's efforts will be shown on the final Project right-of-way map.

Task 1.09 Geotechnical Investigations – A thorough geotechnical investigation within the project limits of Heacock Street shall be completed such that evaluation of the following can be completed:

- Nature of foundation soil at the bridge crossing necessary to develop structural design parameters;
- Streambed characteristics and past scour depths of the channel in the roadway vicinity for the crossing location;
- Identification of existing roadway structural sections.

A written report outlining the findings of the investigations with geotechnical recommendations for design of the project shall be prepared in accordance with Caltrans LAPM, RCFC&WCD and the City of Moreno Valley. Sufficient borings and material samples shall be taken to determine the road structural section, traffic signal foundation, storm drain trench backfill and bridge foundation requirements. *Leighton Group, Inc. (LGI)* will provide the anticipated geotechnical support services and recommendations required for this project. Specific tasks to be completed by LGI towards this effort shall include the following:

- Project coordination and review of readily available geologic maps, published literature, stereoscopic aerial photographs, in-house information, and other reports and/or plans provided by the client.
- Geotechnical site reconnaissance to document the condition of the existing pavement, to select and mark the proposed boring locations, and to coordinate with Underground Service Alert for underground utility location.
- Traffic control and temporary lane closures during drilling and backfilling of exploratory borings.
- Drilling, sampling, and logging of ten (10) hollow-stem auger borings within accessible areas of the alignment will be performed by LGI. The borings will extend at least six (6) feet below proposed street subgrade. At a minimum, driven "California" ring-lined samples and/or Standard Penetration Test (SPT) will be taken at 3 feet and 6 feet below existing pavement. Two (2) borings will be drilled to thirty (30) to fifty (50) feet at Lateral B channel crossing to generate the GDR for the bridge/box culvert. A single boring along each sides of the bridge/box culvert is proposed to determine geotechnical design characteristic required for the replacement or

extension of the existing bridge/culvert. The report will follow Caltrans policies and procedures; however, Logs-Of-Test-Borings (LOTB) are not anticipated for this small bridge/box culvert and no borings will be performed within the existing channel.

- Scour analysis is not anticipated due to concrete bottom.
- Laboratory testing of representative soil samples to evaluate in-situ moisture, density, corrosivity, and R-value characteristics of the on-site soils.
- Data compilation and geotechnical analysis of field and laboratory data.
- Preparation of a written report in accordance with Caltrans procedure, regulations, manuals, standards, policies and format that presents the results of the field exploration, laboratory testing, and engineering analyses, as well as conclusions and recommendations relative to required pavement structural section, signal foundation, storm drain trench backfill and bridge foundation requirements. The report shall also include evaluation of alternative pavement structural sections, including the thickness of the existing pavement and base material individually, and records of moisture content at a minimum of three (3) feet and a maximum of six (6) feet below existing pavement surfaces, with recommendations on how to stabilize the subgrade in preparation for placement of the street's structural section.

Task 1.10 Traffic Analysis – DMC, through *Trames Solutions, Inc. (TS)*, will conduct the following traffic study of the project segment of Heacock Street:

- Research - *TS* will conduct a field review of the project limits of Heacock Street to determine and confirm the following existing conditions:
 - *Intersection controls*
 - *Number of through travel lanes*
 - *Transit stops*
 - *Parking restrictions*
 - *Bike lanes*
 - *Speed limits*
 - *Median treatments*
- Traffic Counts - It is anticipated that traffic counts recently collected by the City will be sufficient to develop the following information:
 - *Peak hour intersection traffic counts at intersections/driveways;*
 - *Mid-segment daily traffic count.*
- Analysis - Using information developed from the previous tasks, *TS* will conduct the following analysis:
 - *Utilizing Synchro software, determine existing intersection and roadway operations levels;*
 - *Utilizing criteria provided by MUTCD, conduct signal warrants at up to six (6) intersections.*
- Projections - *TS* will develop the following information:
 - *Generate and distribute "Other Development" traffic onto the study area intersections;*
 - *Determine the cumulative future peak hour turning movement volumes at affected intersections;*
 - *Determine the cumulative daily volumes for each roadway segment within the limits of the project;*
 - *Utilize City's long range forecasts to develop peak hour intersection/daily roadway segment volumes;*
 - *Evaluate the need for a traffic signal at the intersection of Heacock Street and Nandina Avenue;*
 - *Evaluate the need for a traffic signal versus a round-about at the intersection of Heacock Street and Harley Knox Drive based on daily "planning-level" warrants;*
 - *Evaluate intersection/roadway operations with/without recommended improvements;*

- Estimate long range intersection forecasts at the key study intersections utilizing City's traffic model;
 - Estimate long range roadway segment volumes at the key study area segments;
 - Develop future traffic forecasts based on vehicle classifications;
 - Determine the traffic indices within the project segment of Heacock Street;
 - Determine intersection operation characteristics based upon traffic signal improvements/modifications at Heacock Street/Nandina Avenue and Heacock Street/San Michele Road;
 - Determine intersection operation characteristics based upon traffic signal and a modern round-about design at the intersection of Heacock Street/Harvey Knox Drive;
 - Determine required traffic enhancing/safety improvements needed to address current and projected traffic.
- **Final Report** - TS will summarize its methodology, findings, approach and conclusions to this study in a final written report. The report will include the following recommendations pertaining to the project segment of Heacock Street:
- Intersection traffic controls;
 - Intersection lane geometry;
 - Turn pocket lengths at driveways, intersections and mid-block locations;
 - Number of through lanes on Nason St.;
 - Traffic signal modifications/installations.

A portion of the final report will provide an analysis and recommendations regarding a uniform street classification for the project length of Heacock Street based upon traffic projections and actions required to amend the City's General Plan and recommendations pertaining to required traffic enhancing/safety improvements, specifically the intersections of Heacock Street/San Michele Road, Heacock Street/Nandina Avenue and Heacock Street/Harley Knox Drive.

Task 1.11 Hydrology and Hydraulic Study – Utilizing data generated in an earlier task and hydraulic information obtained from RCFC pertaining the Perris Valley Storm Drain Lateral “B” at its crossing with Heacock Street, DMC will prepare a comprehensive hydraulic analysis of the storm drain channel, in accordance with RCFC and the City of Moreno Valley to verify existing floodplain hydraulics based upon existing topography. The existing floodplain will be modeled utilizing the RCFC/ACOE's HEC-2 software in accordance with Caltrans LAPM and will be used to develop and confirm design requirements and channel geometric characteristics upstream and downstream of the proposed bridge improvement. These findings will be used to investigate various alternative bridge designs and alignments; in particular, various flows will be evaluated to determine the actual level of flood protection provided by the proposed bridge structure. The analysis will extend upstream and downstream a sufficient distance (500 feet minimum) to evaluate the impacts of the crossing improvements to existing flooding. Average hydraulic parameters generated from the analysis shall be utilized to determine the scour and sediment transport characteristics, as well as the limits and extent of the required revetment downstream of the crossing.

Concurrent with the hydraulic analysis, DMC will also complete a comprehensive roadway drainage analysis of existing and proposed roadway improvements. The analysis will be aimed at identifying current drainage deficiencies within the project limits and drainage requirements generated by the proposed improvements. Based upon this analysis and WSPG/StormCAD drainage modeling, DMC will locate and quantify drainage patterns necessary to size and design required roadway storm drain facilities within the project limits of Heacock Street. DMC will incorporate the roadway drainage impacts to the analysis for the Perris Valley Storm Drain Lateral “B” outlined above.

DMC will summarize its analysis into a written report. The report will include a full description of the approach taken, alternatives considered, its findings and final recommendations pertaining to final channel improvements and roadway drainage requirements. The report will conclude with a review of the estimated construction costs for of the proposed improvements. These costs will be incorporated into the Project Summary Memorandum. As the project plans become more fully developed, the drainage study, including cost estimates, will be modified to match final “tweaking” of the proposed improvements to ensure the changes do not result in insufficient drainage capacity. A

final Drainage Report will be prepared and submitted to the City/RCFC/Caltrans with recommendations that match the proposed drainage and channel improvements shown on the concept plan.

Task 1.12 Alignment Study – Upon completion of our survey/base mapping effort, and utilizing the City’s most recent aerial map of the City, DMC, *TS* and *OPC* will develop and evaluate as many as three (3) alternative alignment plans for the project length of Heacock Street and 200 feet beyond at each end of the project. The alternative alignment plans will be prepared in a continuous strip format of a sufficient resolution and scale to understand existing conditions and project impacts. Each alternative alignment plan will identify required improvements, impacts on the proposed crossing of Lateral “B”, right-of-way needs, traffic impacts (traffic signal versus round-about) and improvements needed to construct the alternative. Each alternative plan will show the centerline stationing for Heacock Street and all intersecting streets, property lines, right-of-way limits (existing and required), a photo back drop of the existing roadway conditions, the proposed improvements (i.e. lip-of-gutter, face-of-curb and back-of-walk) and required striping and signing. In the area of the Perris Valley Storm Drain Lateral “B” crossing, alternative grading requirements for the roadway embankment will be evaluated. Variations in the level of flood protection will be evaluated to determine the “optimum” roadway profile for the desired flood protection and impacts on the existing floodplain. The roadway profiles will be adjusted to accommodate variations in the amount and size of the reinforced concrete box cells for the proposed crossing. The alignment study will also include an analysis of vertical curve transitions to the existing roadway profile and specific safety requirements.

Task 1.13 Project Summary Memorandum – DMC will summarize its conceptual development of the proposed improvements to Heacock Street South Extension into a final written report and concept plans (35% complete plans) of recommended improvements.

Task 1.13.01 Memorandum - DMC will prepare a Project Summary Memorandum that will summarize its findings and recommendations pertaining conceptual improvements proposed for Heacock Street, from San Michele Road to Harley Knox Drive, including, but not be limited to, discussions on the following issues:

- Existing facilities;
- Project objectives;
- Proposed traffic alignment with lane/widening widths per the alignment study;
- Design alternatives, deficiencies and exceptions with justifications;
- Requirements – General Plan Amendment/Uniform Street Classification for Heacock Street;
- Final Geotechnical Investigation Recommendations;
- Final Traffic Study Recommendations;
- Final Alignment Study;
- Right-of-way needs;
- Environmental clearance determination by the City’s Planning Division;
- Funding;
- Scheduling.

Task 1.13.02 Conceptual Construction Cost Estimates - DMC will prepare preliminary construction cost estimates for proposed roadway, bridge and channel improvements based on all anticipated construction items and estimated quantities as shown on the concept plans. DMC will prepare a comprehensive list of proposed construction item descriptions, their quantities and unit costs. From this information, an overall probable construction cost for project construction and various alternatives will be developed and will be in agreement with the concept plans and final recommendations outlined in the Project Summary Memorandum. Written backup data calculations by plan sheet and item will be prepared and included in the Project Summary Memorandum. DMC will also use this approach to evaluate alternative designs evaluated in the Project Summary Memorandum.

Task 1.13.03 Preparation of Preliminary Concept Plans (35% Complete Plans) – DMC will prepare preliminary concept plans (35% complete construction plans) concurrent with the completion of the Project Summary Memorandum. The concept plans will be based upon the approved alignment of Heacock Street and will be

consistent with all final recommendations outlined in the Project Summary Memorandum. The concept plans will include the following improvements:

- Horizontal and vertical control established by final alignment study;
- Limits of proposed street widening improvements, including grading daylight limits;
- Limits of proposed bridge/channel/drainage improvements;
- Identification of proposed off-site improvements;
- Limits of proposed traffic signal modifications at San Michele Road, Nandina Avenue and Harley Knox Drive, based on the final alignment configuration/traffic study recommendations;
- Conceptual traffic striping and signing layout;
- Conceptual traffic control and staging.

PHASE 2 – ENVIRONMENTAL AND RIGHT OF WAY CLEARANCE

It is understood that upon completion of the *Project Summary Memorandum*, the City *may* issue written authorization to proceed with Phase 2 or terminate the contract. Should the City decide to move forward with this project, DMC will complete the following Phase 2 sub-tasks:

Task 2.01 Environmental Clearance – DMC, through PMC, will complete environmental analyses for the proposed project, pursuant to the following requirements:

- *National Environmental Policy Act (NEPA);*
- *Caltrans Initial Study/Environmental Assessment (IS/EA) Annotated Outline;*
- *California Environmental Quality Act (CEQA);*
- *City of Moreno Valley;*
- *Other federal, state, and local agencies with jurisdiction over this project.*

It is assumed that the appropriate environmental documentation for this project pursuant to NEPA is an IS/EA consistent with the Annotated Outline. The IS/EA will be prepared utilizing existing CEQA documents and technical reports, supported by the preparation of Technical Studies for approval by Caltrans District 8. The IS/EA will support a Finding of No Significant Impact (FONSI) and Mitigated Negative Declaration (MND).

Although an EA appears to be required, the level of development, existing information and existing site conditions might support a Categorical Exclusion with supporting studies. If the project warrants, and Caltrans is amenable to a Cat-Ex, the scope for the NEPA component of this project can be substantially reduced and the cost lowered by twenty (20) percent as this becomes essentially a CEQA focused document.

Task 2.01.01 Project Description, Purpose and Needs Statement - PMC will work with Caltrans and City staff in the development and preparation of a clear and detailed project description, and a purpose and needs statement for use in the IS/EA based on Caltrans' Annotated Outline requirements. The purpose and need statement will be broad enough to allow for consideration of more than one (1) solution, but specific enough that a range of alternatives can be focused, such as alternative alignments and design variations. This section will describe the proposed course of action and the design alternatives that will be developed to meet the purpose and need of this project.

Task 2.01.02 Administrative Draft Initial Study/Environmental Assessment - PMC will compile and review existing documents, data, and information, including but not limited to the *Heacock and Cactus Cannels Draft EA*, *Heacock Street Improvement Studies*, *Heacock Channel Bridge MND* and associated studies, City of Moreno Valley General Plan and EIR, and any other supporting environmental documentation pertinent to this project. To support the required environmental documentation, the following technical reports will be prepared, or have been previously prepared, pursuant to the content and format requirements of Caltrans and the City:

- Air Quality Impact Assessment
- Traffic Impact Analysis
- Natural Environment Study (Biological Resources Evaluation)
- Biological Assessment (for federally listed species)



- Historic Resources Evaluation/Archaeological Evaluation Report (Cultural Resources Evaluation)
- Geotechnical Report
- Phase I/II Hazardous Waste Assessment
- Initial Site Assessment
- Noise Impact Assessment
- Community Impacts Assessment Memo

An Administrative Draft Initial Study/Environmental Assessment (Admin Draft IS/EA) will be prepared in conformance with NEPA requirements and pursuant to Caltrans' Annotated Outline and Standard Environmental Reference (SER) guidelines. The Admin Draft IS/EA will contain all required components of an IS/EA. PMC will coordinate with Caltrans staff to ensure that the major sections of the IS/EA are formatted for ease of use and to meet Caltrans criteria. The major sections and areas of concern to be addressed are outlined below:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural and Historical Resources
- Geology and Geologic Constraints
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Public Services and Utilities
- Socioeconomics
- Traffic and Circulation
- Cumulative Impacts
- Project Alternatives

The Draft IS/EA will also include a discussion of Section 4(f) properties however, it is anticipated that any impacts to Section 4(f) properties would result in a *de minimus* use finding. Upon completion of the Admin Draft IS/EA, PMC will submit the document to the City for internal review prior to submitting the document to Caltrans. Upon receipt of comments from the City, PMC will revise the Admin Draft IS/EA and submit the document to Caltrans for review. This scope of work assumes two (2) rounds of review by Caltrans staff. Each round of Admin Draft IS/EA submittals following the first submittal will include a table clearly identifying how each comment from Caltrans was addressed to assist the reviewer, with the intent of expediting the review process.

Task 2.01.03 Draft Initial Study/Environmental Assessment - Upon completion of the Admin Draft IS/EA review process with Caltrans, PMC will prepare the Draft IS/EA. The Draft IS/EA will include the Proposed Mitigated Negative Declaration (MND) pursuant to the requirements of Caltrans' Annotated Outline. PMC will submit the Draft IS/EA to Caltrans for one (1) additional review and Caltrans' confirmation that their comments were adequately addressed. PMC will coordinate with the City and Caltrans to circulate the Draft IS/EA, as required by Caltrans. PMC will also prepare the Notice of Intent (NOI) and the Notice of Completion (NOC) and coordinate as required to post the notices with the County Clerk, State Clearinghouse, and newspaper. PMC will also attend a public meeting during the Draft IS/EA public review period.

Task 2.01.04 Admin Final Initial Study/Environmental Assessment - At the conclusion of the public review period, PMC will review the comment letters received on the Draft IS/EA and coordinate with Caltrans and the City to discuss the responses to comments received on the Draft IS/EA in writing and at public hearings. PMC will then prepare draft responses to comments. Additionally, PMC will draft a Mitigation Monitoring and Reporting Program (MMRP) to be included in the Final IS/EA. The Admin Final IS/EA will include identification of the preferred alternative and a discussion of alternatives considered but eliminated from further discussion prior to the Draft IS/EA. The Admin Final IS/EA will contain a discussion and include the Memorandum of Agreement (MOA) if the project would result in a finding of adverse effect to historic resources. As discussed above, it is anticipated that impacts from the project on Section 4(f) properties would result in a *de minimus* use finding. If required, the Admin Final IS/EA will include a discussion of the only practicable alternative finding for floodplain encroachment.

If required, the Admin Final IS/EA will include an Only Practicable Finding explaining why there are no practicable avoidance alternatives, as well as a discussion of the Least Environmentally Damaging Practicable Alternative and the rationale for its identification. It will also specify the Section 7 consultation outcome for each listed or endangered species. Upon completion of the Admin Final IS/EA, a copy of the Admin Final IS/EA, including the MMRP, will be submitted to the City for review. Based on comments received from City staff, final revisions to the document will be made and PMC will submit the Admin Final IS/EA to Caltrans for review. This scope of work assumes two (2) rounds of review by Caltrans staff. Each round of Admin Final IS/EA submittals following the first submittal will include a matrix clearly identifying how each comment from Caltrans was addressed to assist the reviewer with the intent of expediting the review process.

Task 2.01.05 Final Initial Study/Environmental Assessment - Upon completion of the Admin Final IS/EA review process with Caltrans, PMC will prepare the Final IS/EA. PMC will incorporate Caltrans comments from the Admin Final IS/EA into the Final IS/EA and submit to Caltrans for an additional review and Caltrans' confirmation that their comments were adequately addressed. Following approval by Caltrans, PMC will produce the Final IS/EA. PMC will work with Caltrans to circulate the Final IS/EA, as required by Caltrans. After the certification of the MND, PMC will prepare and file the Notice of Determination (NOD) with the State Clearinghouse and the Riverside County Clerk. The City will be responsible for paying any applicable filing fees. After the preparation and circulation of the Final IS/EA, PMC will coordinate with Caltrans to obtain a Finding of No Significant Impact (FONSI) from Caltrans.

Task 2.02 Technical Studies/Permits – The RFP requests that the proposal include sufficient information to take the project through the construction stage. Of the following technical studies, only the biological evaluation and natural environmental study are needed to complete the CEQA process. The remainder are often written as pre-construction mitigation measures and addressed closer to the time of construction. Only after completion of the PES and coordination with Caltrans, will the full extent of *required* studies be known. One reason the additional studies are scheduled closer to actual construction is that the studies and permits expire after time, often in as little as one (1) year. Expiration of a study and/or permit requires that they be re-established – complete with new fees and review process. The following subtasks outline PMC's efforts to complete the necessary support studies and obtain the required permits for construction and will only begin upon receiving separate written authorization for each task from the City.

Task 2.02.01 Biological Evaluation - Applicable data from the US Geological Survey (USGS), US Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG), California Native Plant Society (CNPS), and various other scientific resources is reviewed, compiled, and analyzed and used to develop preliminary delineations of on-site land uses and to outline special-status species with the potential to occur in the project vicinity. PMC will complete a thorough biological evaluation of the project site by conducting a thorough field survey of the project area. The survey will serve to ground-truth and refine data collected during the preliminary assessment. Data collected during the field survey will be used to develop the description and mapping of land use patterns on and adjacent to this project, as well as to identify and classify the suitability of those land uses for utilization by special-status species. This data will be utilized to respond to permit application questions regarding potential occurrence and/or utilization of the project site and adjacent lands by special-status species. If the biological evaluation determines that protocol-level surveys for listed species are required, DMC will meet with City staff to identify the additional work and submit an estimated cost and schedule under separate cover.

Task 2.02.02 Burrowing Owl Habitat Assessment and Reporting - Burrowing owls are known to occur in the vicinity of the project site. In order to further define the potential impacts to this species and project development constraint, a habitat assessment and report will be completed. The habitat assessment and reporting methodology will be in accordance with Appendix C of the CDFG's Staff Report on Burrowing Owl Mitigation (March 7, 2012). The on-site habitat assessment activities will be conducted concurrently with the biological evaluation and wetland delineation. Data collected regarding on-site burrowing owl habitat features will be used to draft a Burrowing Owl Habitat Assessment Report, to be submitted to the City and Caltrans for review. Comments and edits will be considered, and the final version of the report will be prepared for submittal to the City and Caltrans. If the habitat assessment determines that protocol-level surveys, in accordance with Appendix D of the CDFG's Staff Report on Burrowing Owl Mitigation (March 7, 2012) are required, DMC will meet with City staff to identify the additional work and submit an estimated cost and schedule under separate cover.

Task 2.02.03 Biological Assessment - Section 7(a)(2) of the Endangered Species Act (ESA) requires federal agencies to consult with the USFWS to ensure that the activities they authorize, fund, or carry out do not jeopardize the



continued existence of federally protected species or their critical habitats. A search of the USFWS's Information, Planning, and Conservation (IPaC) System revealed the potential for eleven federally listed species to occur in the project vicinity. If suitable habitat and/or individuals of these species are found to have the potential to be impacted by the proposed project, then a biological assessment (BA) will need to be prepared. Data collected during the biological evaluation will be utilized to draft a BA. The BA will be prepared in accordance with the National Marine Fisheries Service and US Fish and Wildlife Service Section 7 Consultation Handbook. Potential impacts to listed species, avoidance and minimization measures taken to reduce or eliminate those potential impacts, and all conservation measures proposed to offset unavoidable impacts to protected species will be incorporated. The draft version of the BA will be submitted to the City and Caltrans for review. Comments and edits will be considered, and the final version of the BA will be prepared for submittal to facilitate consultation with the USFWS for any federal authorization (e.g., 404 permit). In the event a project does not require federal authorization, consultation with the USFWS will need to be completed under Section 10 of the ESA and utilizing the Habitat Conservation Plan (HCP) process.

Task 2.02.04 USACE Nationwide Permit - The project impacts are assumed to be less than 0.5 acre and will therefore need to be authorized through a USACE Nationwide Permit. A Pre-Construction Notification (PCN) will be prepared and will include a 404(b)(1) alternative analyses, as well as a conceptual mitigation plan (if necessary). The draft version of the PCN will be submitted electronically to the City and Caltrans for review and comment. Comments and edits will be considered, and the final version of the permit application package will be prepared and returned to the City for submittal to the USACE. Frequent communication with USACE staff will help to ensure timely issuance of the authorization. Additionally, a site review will be conducted (if necessary) with an agency representative to provide project information, and discuss mitigation requirements for the project. It is assumed that the City will be responsible for all application filing fees.

Task 2.02.05 401 Certification - Section 401 of the Clean Water Act (CWA) requires that any federal permit (e.g., Corps 404), which authorizes the discharge of dredge or fill material into water of the United States obtain certification from a state agency stating that the proposed activities comply with this regulation. The State of California has tendered their authority for this program to the Regional Water Quality Control Boards (Board). An application for Section 401 Water Quality Certification will be prepared for submittal to the Board. The application will include a brief description of the project; identify best management practices that will be employed to minimize incidental construction-related discharge to water of the United States, and other pertinent project information. The draft version of the application will be submitted electronically to the City and Caltrans for review and comment. Comments and edits will be considered, and the final version of the permit application package will be prepared and returned to the City for submittal to the Board. Frequent communication with Board staff will help to ensure timely issuance of the authorization. Additionally, a site review will be conducted (if necessary) with an agency representative to provide project information and discuss mitigation requirements for the project. It is assumed that the City will be responsible for all application filing fees.

Task 2.02.06 1602 Streambed Alteration Agreement - Section 1600–1603 of the California Fish and Game Code requires any person, state or local governmental agency, or public utility to notify the CDFG before beginning an activity that will substantially modify a river, stream, or lake. If the CDFG determines that the activity could substantially adversely affect an existing fish and wildlife resource, a Notification of Lake or Streambed Alteration Agreement (Notification) is required. A notification shall be prepared for submittal to the CDFG. The draft version of the notification will be submitted electronically to the City and Caltrans for review and comment. Comments and edits will be considered, and the final version of the permit application package will be prepared and returned to the client for submittal to the USACE. Frequent communication with CDFG staff will help to ensure timely issuance of the authorization. Additionally, a site review will be conducted (if necessary) with an agency representative to provide project information and discuss mitigation requirements for this project. It is assumed that the City will be responsible for all application filing fees.

The following Optional Studies only if required and authorized in writing by the City:

Wetland Delineation - PMC will utilize the routine wetland delineation methodology as presented in the 1987 Corps Delineation Manual (Part IV, Section D) to identify the jurisdictional features, and their extent within the project site. The jurisdictional status and extent of the on-site wetlands will be determined during field surveys, to be conducted concurrently with the biological evaluation study. A handheld GPS unit, with sub-meter accuracy, will be utilized to map the extent of each onsite jurisdictional feature and all other resource location data collected during the field surveys. In addition, data will be collected regarding dominant vegetation, soil characteristics, and

indicators of hydrology for each jurisdictional feature. The data will be used to complete a Wetland Determination Data Form – Arid West Region for each on-site feature. Data collected regarding on-site jurisdictional features will be used to draft a Wetland Delineation Report, to be submitted to the City and Caltrans for review. Comments and edits will be considered, and the final version of the Wetland Delineation Report will be prepared for submittal to Caltrans and the USACE for verification. Concurrent with USACE verification, the CDFG will be contacted to ascertain their jurisdiction over the project.

Natural Environmental Study - The preparation of the Natural Environment Study (NES) document will satisfy the requirements of Caltrans, as well as provide the necessary information for the preparation of the CEQA/NEPA environmental document and permitting. Data collected during the biological evaluation and other site activities will be utilized to prepare the NES, which will include:

- The baseline conditions of the project area and vicinity;
- Impacts to endangered, threatened, or rare species;
- Impact to local natural communities, protected trees, and jurisdictional waters; and
- Mitigation for significant impacts to biological resources that will reduce project impacts to less than significant.

Air Quality - PMC will prepare the air quality analysis for the project in accordance with Caltrans NEPA content requirements, including the completion of the NEPA Initial Study/Environmental Assessment Annotated Outline and Caltrans Air Quality Conformity Analysis Outline. The air quality analysis for this project will also be prepared in accordance with CEQA. Regional air quality and local air quality in the vicinity of the proposed expansion area will be described, based on existing data. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersion or transport will be described. However, field monitoring of meteorology and pollutant emissions is not anticipated to be required and therefore has not been included in this scope of work. Relevant air quality regulatory framework will be discussed. The South Coast Air Quality Management District (SCAQMD) is currently developing the 2012 Air Quality Management Plan, which will be a regional and multi-agency effort including the SCAQMD, the California Air Resources Board, SCAG, and the US Environmental Protection Agency. State and federal planning requirements include developing control strategies, attainment demonstrations, reasonable further progress, and maintenance plans. The 2012 AQMP will incorporate the latest scientific and technical information and planning assumptions, including the 2012 Regional Transportation Plan/Sustainable Communities Strategy, updated emission inventory methodologies for various source categories, and SCAG's latest growth forecasts. However, since the SCAQMD has not yet adopted the 2012 AQMP, analysis for the proposed project will follow the 2007 AQMP guidelines. The air quality impact analysis will include a quantification of short-term (i.e., construction) and long-term (i.e., operational) air pollutant emissions. Short- and long-term operational emissions associated with the project will be quantified using the California Emissions Estimator Model (CalEEMod). CalEEMod is a statewide land use emissions computer model designed to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects. This assessment will include quantification of net increases of ozone precursor pollutants (i.e., ROG and NOx) and airborne particulate matter (i.e., PM_{2.5} and PM₁₀) attributable to the proposed project. The project's contribution to regional air quality impacts will be discussed, in accordance with SCAQMD procedures. Applicable air pollution control measures will be identified and discussed. An evaluation of localized mobile-source carbon monoxide (CO) air quality impacts will be provided. Although not anticipated, if any potential CO hotspots are identified, a CALINE4 analysis of carbon monoxide concentrations near any impacted roadways will be performed. Any potential odors will be identified and any potential impacts to sensitive land uses will be qualitatively discussed.

Greenhouse Gases - The adoption of Assembly Bill 32, the State's Global Warming Solutions Act (AB32), Senate Bill 97, and CEQA guidelines for analysis of greenhouse gases (GHG) has provided a clear mandate that climate change must be included in an environmental review for a project subject to CEQA. This scope of work outlines how climate change will be addressed in the environmental documentation. The state of the practice in climate change analysis is constantly evolving. PMC's intent as we move through the analysis is to utilize the most practical, cost-effective, and legally defensible strategy to address the issue. The SCAQMD does not have a threshold of significance for GHGs resulting from development such as that proposed by this project. The GHG assessment will include a summary discussion of recent CEQA threshold development activities, including thresholds recommended by other air districts throughout the state and applicable GHG reduction planning efforts. The existing regulatory framework pertaining to climate change and GHG emissions will be discussed and the GHG emissions attributable to the proposed project will be quantitatively assessed. This assessment will include evaluation of both short-term construction-generated GHG emissions and long-term operational GHG emissions, including those generated



indirectly from energy use. Short- and long-term operational emissions associated with the proposed project will be quantified using CalEEMod. A list of feasible mitigation measures will be developed for significant and potentially significant impacts. The effectiveness of proposed mitigation measures will be assessed and discussed. PMC will consult with the SCAQMD to develop or refine mitigation measures for the proposed project, as necessary.

Noise Analysis - We note that the City has a recently adopted General Plan and EIR and that the area along the proposed project is heavily disturbed by development. Ordinarily we would rely exclusively on the Noise Element of the General Plan and standard construction mitigation to address noise impacts. However, the Caltrans process and permitting associated with construction, requires a recent noise analysis. The following tasks are anticipated for the completion of a noise analysis:

- Conduct a site visit to preliminarily identify noise-sensitive land uses and other features of the project area relevant to the noise study. Final selection of noise-sensitive receptor locations will be determined through consultation with a Caltrans Noise Specialist. Ldn will coordinate with the City and Caltrans Noise Specialist to ensure that their requirements are followed.
- Conduct a field noise survey to quantify and assess existing noise conditions at the selected noise-sensitive areas. Sound-level data will be collected over ten (10) to thirty (30) minute periods at selected locations throughout the day at up to two (2) locations. In addition, one continuous 24-hour noise measurement will be conducted to determine the loudest period(s).
- Perform traffic noise modeling related to the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5. The TNM model will incorporate the proposed plans and traffic data for both the local roadways and freeway mainlines. The traffic data and plans will be provided by the project traffic engineer and civil engineer. TNM will be used to model worst-noise-hour noise conditions at selected receiver locations under existing conditions and horizon-year conditions with and without the proposed project.
- Traffic noise impacts of the proposed project under 23CFR772 will be assessed by determining whether implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the Noise Abatement Criteria (NAC) or if implementation of the project is predicted to result in a substantial noise increase (>12 dBA) at noise-sensitive uses.
- Ldn will prepare a Noise Study Report (NSR) evaluating the noise impacts and potential noise abatement for the project. The study will be prepared in accordance with procedures specified by the Federal Highway Administration in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).
- Minor revisions to the NSR will be made based upon comments received by the City, the Caltrans District 8 Noise Specialist, and Caltrans Headquarters. For budgeting purposes, it is assumed that no more than three (3) substantial comment revisions, from each agency, will be necessary and a total of 8 hours of staff time will be required.

It is recommend that implementation of the noise analysis be delayed until after consultation with Caltrans and completion of the PES to determine its necessity.

Cultural Resources Assessment - We note that the City has a recently adopted General Plan and EIR and that the area along the proposed project is heavily disturbed by development. It is unlikely that additional cultural resources will be located along this route and ordinarily we would rely exclusively on the standard provisions of the California Environmental Quality Act for dealing with the inadvertent discovery of cultural resources. However, the Caltrans process, and permitting associated with construction, requires a recent cultural resources evaluation. We have included the scope and budget for a cultural analysis here, but recommend that implementation be delayed until after consultation with Caltrans and completion of the PES determines it is necessary. PMC has included ASM Affiliates as the cultural resources experts for this project. ASM will evaluate the potential historic significance and eligibility of the Heacock Channel and Perris Valley Lateral B structures and the direct impacts of the Heacock Street South Extension Project on the channel and lateral in compliance with the CEQA and NEPA processes for the project. ASM will perform an on-site survey of the earthen channel and canal lateral, photograph representative portions of the resources, draw sketch maps, and take detailed field notes. Archival research will be conducted to establish the construction history of the channel and Perris Valley canal. Further research will be conducted to identify and develop the appropriate historic contexts from which to evaluate the structures' significance, particularly focusing on the themes of municipal services, local government, agriculture, and irrigation. ASM will also address the potential for the presence of a historic district to which these resources might be contributors. The CRER will contain the requisite written and graphic documentation per the CEQA and NEPA processes. Accordingly, the report will

evaluate the channel's eligibility for listing in the National Register of Historic Places, California Register of Historical Resources, and City of Moreno Valley Historic Local Register, and as a CEQA historic resource. The evaluation will be conducted in conformance with National Register Bulletin How to Apply the National Register Criteria for Evaluation, the California Office of Historic Preservation's Instructions for Recording Historical Resources and Technical Assistance Series #7 How to Nominate a Resource to the California Register of Historical Resources, Moreno Valley's Municipal Code pertaining to historical resources, Caltrans Local Assistance Procedures Manual, and CEQA. ASM will also conduct a cultural resource survey of the project Area of Potential Effect. ASM will conduct a records search at the Eastern Information Center (EIC) at UC Riverside to identify any previously recorded sites and previous cultural resource studies completed within a half-mile radius of the project area. In addition, ASM will request a search of the Sacred Lands File (SLF) through the Native American Heritage Commission (NAHC) to identify any areas of Tribal heritage significance that may be impacted by the project. NAHC will provide ASM with a list of Tribal representatives from whom additional information on such resources may be solicited. ASM will then send written correspondence to these representatives requesting their input on the project. Follow-up telephone calls will be placed to Native Americans who do not respond directly to the written request for information. Once background research has been completed, ASM will conduct an intensive pedestrian survey of the project right-of-way (ROW) to relocate and update the documentation for any sites identified within the project area by the records search. ASM will also prepare documentation for any sites that are newly identified during the survey. Site documentation will be provided to the EIC for assignment of permanent trinomial designations for newly documented sites and to update those that have been recorded in the past. The survey will be conducted by a crew of qualified archaeologists. Please note that if it is determined that potentially significant cultural resources are located within the project area, evaluation of them may be necessary to provide compliance with CEQA and NEPA. If this is the case, DMC will contact the City immediately and work with City to augment this budget to cover the costs of site evaluation.

Phase I Initial Site Assessment - DMC, through Leighton Group, Inc. (LGI), will prepare a Phase I Initial Site Assessment (ISA). The ISA will be performed in general accordance with the current ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments (ESA) Process E 1527-05" and California State Department of Transportation, Project Development Procedures Manual, Chapter 18 (Interim), dated February 28, 2006.

Task 2.03 Right-of-Way Documents – It is our understanding this project will involve right-of-way acquisitions affecting up to ten (10) parcels, located along the easterly and westerly sides of the project segment of Heacock Street. Based upon this, DMC will coordinate, manage and be responsible for the timely execution of a comprehensive, all inclusive Right-of-Way acquisition process until the deeds for the required right-of-way have been recorded. DMC and OPC will provide the following right-of-way support services for this project, based upon the acquisition of ten (10) partial takes, ten (10) slope easements and project length temporary construction easements:

Task 2.03.01 Right-Of-Way Documents - Based upon the approved right of way map certified by Caltrans, DMC will prepare the necessary right-of-way documents for each acquisition. DMC anticipates preparing the following documents:

- Ten (10) legal descriptions, plat maps and deed descriptions for right-of-way acquisitions;
- Ten (10) City slope agreements for slope easements;
- Eight (8) maps and City construction easement agreements for temporary construction easements.

DMC will prepare and submit to the City all documents for temporary construction easements/rights-of-entry. The City will have the documents executed by the affected property owners. It is understood this function is to be completed at least thirty (30) days prior to finalizing Plans and Specifications for bidding purposes. Should additional documents be required, DMC provide a proposal for these services to the City for approval. DMC will proceed with this additional work upon approval of the proposal by the City and receiving a written authorization from the City to proceed with this work.

Task 2.03.02 Caltrans Right of Way Data Sheets - OPC will prepare cost estimate sheets according to Caltrans Right-of-Way Manual, including up to seventeen (17) unique APN's and three (3) project alternatives.



Task 2.03.03 Title Investigation Services - OPC will secure vesting deeds, property profile, tax maps, preliminary title reports (to remain valid for six (6) months or until there is an ownership change) and copies of recorded back-up documents as needed. This information will be provided to DMC, JBA and the real estate appraisers for their use on this project. Upon review of these documents OPC will prepare a list of title exceptions to be cleared and confirm that the manner of disposition is consistent with the approved project plan. OPC will then facilitate changes to the preliminary title reports after preparation of the legal descriptions, if necessary, for partial acquisition projects.

Task 2.03.04 Appraisals - Appraisals will be prepared by a certified appraiser in accordance with the United States Principal and Practices (U.S.A.P.) Standards and all federal and state laws and requirements in accordance with Chapter 7 of the Caltrans Right-of-Way manual for "Appraisals" for the acquisition involved with Stage A. The appraisal shall be performed in a format assuming the potential action is eminent domain (condemnation), including, but not limited to, such considerations as highest and best use as if vacant, damages to the remainder and so forth. Five (5) copies of the Appraisal Report, in accordance with the Caltrans Right-of-Way Manual shall be submitted to the City.

The following Optional Studies only if required and authorized in writing by the City:

Negotiation/Acquisition Services - OPC will take a lead role in negotiating right-of-way acquisition needs for the City by making early contact with the affected property owner and coordinating as-needed meetings between the property owner, appropriate City personnel and the Project Manager/Engineer. OPC will provide escrow services for the transfer of funds for the acquisition of right-of-way and will coordinate the staking of proposed right-of-way lines at the request of the property owner with DMC. DMC and OPC will continue to provide support services to the City in the event negotiations become futile with the property owner. This will involve preparation of a Resolution of Necessity and hearing notices, furnish the City's legal counsel with duplicate acquisition files, attend as-needed meetings with the property owner and the City, preparation of project materials and attend public hearings. In the event OPC is required to attend a deposition or appear in court for expert testimony, such services will be billed separately at an hourly rate.

Appraisals Title Clearance Services - OPC will work in conjunction with an escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions for each acquisition, including the following:

- Coordination of payment of taxes due and release of liens;
- Secure full or partial re-conveyance instruments from lien holders of record;
- Coordinate lost instrument bonds as may be necessary;
- Coordinate and facilitate recordation of corrective deeds to clear vesting issues;
- Secure subordination agreements from conflicting easement holders.

Right-of-Way Quality Assurance - The QA/QC Plan for the Right-of-Way Cost Estimates entail a three-fold scope involving thorough design coordination, detailed field research and a multi-party property impact analysis review.

- Errors in cost estimating for right-of-way often occur because of an estimator's inability to understand the nuances of the project's design impact on any given property. Related to this, the lack of consistent and informed correspondence with the appropriate design personnel - throughout the estimating process - can lead to an impact analysis based on faulty assumptions. For these reasons, DMC and OPC are committed to working closely with the design team to understand the issues and thereby assure that impact conclusions are based on correct assumptions.
- Second, quality assurance and quality control can be maintained when a well-trained, organized and experienced estimator performs field research with an eye toward all relevant issues. Simply viewing the site is insufficient. Factors such as multiple design alternatives and potential property remediation options need to be understood to complete an effective field analysis.
- Finally, once the design is understood and the field research is complete, an in-depth property impact analysis overseen by multiple, experienced right-of-way professionals, completes the process. This review entails both a higher level, program management view as well as a detailed, in-depth analytical approach. This process assures a quality dependable product for project programming purposes.

Right-of-Way Certification - OPC will gather all relevant acquisition and relocation documents, data and supporting correspondence and package for right-of-way certification. OPC will attend a certification planning meeting with Caltrans LPA and/or the Right of Way Local Assistance Coordinator. OPC will prepare certification forms in coordination with DMC and the City to include the compilation of all necessary back-up documents required, including deeds, final order of condemnation, access easements, cooperative agreements, permits, rights of entry, etc.

Task 2.04 Utility Verification - DMC will prepare a *Utility Pot Hole Plan* showing recommended locations for utility potholes. DMC will review the *Utility Pot Hole Plan* with the affected utilities prior to submitting to the City for approval. For the purpose of this proposal, DMC has assumed thirty (30) potholes will be required. Should additional potholes be required, a unit cost for each additional pothole has been provided in our Fee Proposal. Upon approval of the Utility Pothole Plan by the City, DMC will coordinate with Saf-r-Dig to complete the potholes, including coordination with Underground Service Alert. DMC will obtain the utility pothole data and will insert this information on the base sheets. This information will be shown on all future construction plans prepared for this project as reference information. This information will be forwarded to the affected utilities for their review.

Phase 3 – Design (100% Complete PS&E's)

It is understood that upon substantial completion of environmental and right of way acquisition tasks, the City *may* issue written authorization to proceed with Phase 3 or terminate the contract. Should the City decide to move forward with this project, DMC will complete the following Phase 3 sub-tasks:

Task 3.01 Final Plans, Specifications and Estimates – Based upon the final recommendations of the approved Project Summary Report, and final right of way and environmental clearance documents, DMC will prepare 35% complete plans of the project. The 35% plans will update and enhance the concept plans prepared in an earlier task and will include the following improvements:

- Proposed street widening;
- Preliminary bridge improvements;
- Off-site improvements;
- Proposed channel/storm drain improvements (limits of grading, catch basin locations, laterals);
- Proposed traffic signal improvements at San Michele Road, Nandina Avenue and Harley Knox Drive, based on the final alignment configuration/traffic study recommendations;
- Preliminary *Storm Water Pollution Prevention Plans* (SWPPP) per the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide;
- Proposed Traffic striping and signing;
- Traffic control and staging.

Based on the final approved roadway geometric design and results of the channel hydraulic analysis, CNS will prepare preliminary bridge design to 35% level, including the development of 35% complete plans (conceptual layout plans), with a bridge type selection memorandum. The two (2) most feasible and cost-effective structure options will be evaluated. The bridge widening or replacement design will be based on the Caltrans amended AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications. The 35% bridge type selection design will include a bridge general plan, a foundation plan, a brief design memorandum, cost estimates and other pertinent information needed to determine the proper structure type.

Upon approval of the 35% complete plans, DMC will begin final design and preparation of complete and accurate construction documents (plans, specifications and estimates, bid ready and signed by a California Registered Civil Engineer) for this project. Utilizing the 35% complete plans and design parameters developed in previous tasks, DMC will prepare clear, concise and accurate construction document (PS&E's) for this project. In general, the construction documents will conform to the City of Moreno Valley's standards and practices.

Task 3.01.01 Plans - All roadway, drainage and bridge improvement plans will be prepared using AutoCAD 2012 software on 24" X 36" sheets. The scale shall generally be at a scale of 1" = 40' or greater. Traffic signal and intersection plans will be prepared at a scale of 1" = 20'. Detail sheets will be prepared at a scale of 1" = 20' or greater, as required. Striping and signing plans will be prepared at a scale of 1" = 40'. Fifty (50) foot cross sections will be prepared and used to calculate cut and fill quantities.



SECTION I – PROJECT APPROACH

CNS will complete final bridge design and prepare 65% unchecked details in accordance with Caltrans OSFP Information and Procedures Guide and Caltrans design standards. The final bridge design will include aesthetic requirements determined by the team architect and will follow Caltrans various Bridge Design Manuals. The structure plans will be prepared per City standards. Caltrans 2010 Standard Plans will be used to the maximum extent possible. After review of the 65% plans by the City/Caltrans, the bridge plans will be independently checked by a separate licensed bridge engineer who has not been involved with preparation of the 65% bridge design and plans. A separate set of design check calculations, including quantity calculations, will be prepared in accordance with the Caltrans bridge design practice. The checker will review the plans for completeness, consistency, correctness of references. The bridge designer will revise the design and plans to mitigate checker’s review comments. The checker will perform back check to concur that the comments have been adequately addressed. All comments and responses will be documented in the project files.

Based upon our current understanding of this project, DMC Design Group will prepare the following sheets:

Description	No.
Title Sheet	1
General Note/Detail Sheets	3
Demolition and Removal Plans	4
Street Plans and Profiles	10
Intersection Plans	3
50-Foot Cross Sections	4
Traffic Signal Modification Plan	1
Traffic Signal Installation Plans	2
Bridge Improvement Plans	4
Channel Improvement Plans and Profiles	2
Storm Drain Improvement Plans and Profiles	8
Traffic Striping/Signage Plans (2 Strips per Sheet)	4
Work Area Traffic Control Plan/Construction Phasing Plan (2 Strips per Sheet)	8
Total Sheets	54

Plans will be submitted to the City and affected utilities for review at the 65%, 95%, 100% and complete stages. DMC will submit five (5) sets of blueprints with each submittal, along with the previous red lined check prints. Comments received from the City will be incorporated into the plans. Final plans will be submitted to the City on Mylar and wet stamped by the Project Engineer.

Task 3.01.02 Specifications - Utilizing City boilerplates, DMC will prepare project specifications for this project. The specifications will be prepared in Microsoft Word format and submitted to the City for review at the 65%, 95%, 100 and complete stages. DMC will submit five (5) sets of with each submittal. CNS will prepare and edit Caltrans 2010 Standard Special Provisions (SSP) for structural work.

Task 3.01.03 Estimate - DMC will prepare a comprehensive list of bid items, their quantities and unit costs, and probable costs for construction, and submitted to the City for review. The final construction cost estimate shall be based upon and in agreement with the final estimated quantities shown on the bid sheet. The estimates will be prepared in Excel format and submitted to the City for review at the 65%, 95%, 100% and complete stages, or as otherwise requested. DMC will submit five (5) sets of with each submittal. Backup data calculations by sheet and item will be prepared and submitted to the City upon request. For the bridge structure, CNS will prepare and update a list of Caltrans standard bridge pay items and their respective unit costs for inclusion in the overall construction estimate as the plans are reviewed.

Task 3.01.04 Final Project Specific Storm Water Pollution Prevention Plan (SWPPP) - DMC will prepare a project specific SWPPP plan in accordance with either the San Jacinto Construction Activity Permit or the General Construction Activity Permit, depending on the permit area of coverage, including the following tasks:

- File a Notice of Intent (NOI) with the State (if required);
- Prepare a plan that meets the following objectives:
 - Identify all pollutant sources including sediment that may negatively affect the quality of storm water discharge;



- Recommend implementation of cost-effective Best Management Practices (BMPs) to reduce or eliminate pollutants in the storm water (and authorized non-storm water) discharges from the project site;
- Develop a maintenance schedule for BMPs to be deployed for the wet and dry weather months;
- Create a site-specific water pollution prevention control plan detailing sediment and erosion control BMPs to be included in the SWPPP and to be implemented and maintained by the Contractor once the project has been awarded.

Task 3.02 Final Utility Notification - DMC will continue to coordinate with all affected utilities for the duration of the this phase, including the following activities:

- Update utility plots shown on the base map;
- Continue to maintain a detailed coordination utility log;
- Coordinate the relocation of power for the traffic signal/relocation of the meter cabinet and traffic signal controller;
- Provide continuous coordination with the affected utility companies for the relocation of any facilities that conflict with the proposed improvements until the utility conflict is resolved;
- Prepare the following Utility Notices:
 - 2nd Utility Notice for City Improvements, Prepare to Relocate;
 - 3rd Utility Notice for City Improvements, Notice to Relocate;
 - 4th Utility Notice for City Improvements, Notice to Relocate Immediately.

The Utility Notices will be prepared on City letterhead and will be mailed via certified mail-return receipt with progressively completed plans attached, highlighted to show any potential conflicts with the proposed improvements. DMC will also coordinate and secure the electrical service connections required for the two (2) new proposed traffic signals.

Task 3.03 Agency Plan Processing – DMC make formal presentations and provide contact with the appropriate governmental jurisdictional agencies relative to processing of the engineering phase of the Project included in the tasks outlined above, including, but not limited to, ACOE, RCFC, March JPA, March ARB, Regional Water Quality Control Board, EMWD, US Fish and Wildlife Service, and California Department of Fish and Game. DMC will obtain all necessary permits from RCFC, March ARB, March JPA and EMWD. Other permits, including those from the ACOE, Regional Water Quality Control Board, the US Fish and Wildlife Service and the California Department of Fish and Game, will be acquired as outlined in a previous task (see Task 1.09). DMC will be responsible for updating or modifying any of these permits required to secure the permits for construction. It is understood the City will pay all plan check and application fees associated with the efforts outlined in this task.

Phase 4 – Construction Support

It is understood that upon approval of the PS&E documents by the City, the City *may* issue written authorization to proceed with Phase 4 or terminate the contract. Should the City decide to move forward with this project, DMC will complete the following Phase 4 tasks:

Task 4.01 Bid Support Services – DMC will address questions regarding the specifications, plans and design conflicts that may arise during the bid advertisement period. DMC will attend and facilitate the pre-proposal meeting.

Task 4.02 Construction Support Services – DMC will address questions regarding the specifications, plans and design conflicts that may arise during the construction of the proposed improvements and assist the City in the preparation of Contract Change Orders (CCO's) necessary due to omissions or conflicts in the design.

Task 4.03 As-Built Plans – DMC will incorporate all red-line comments prepared by the Contractor and project inspector and prepare final ink on Mylar “as-built” record plans.

Task 4.04 Project GASB Documentation – DMC will prepare and submit GASB 34 documentation in the City’s format

Task 4.05 Data Transfer – Upon acceptance of the construction documents, DMC will submit project documents in digital format on CD’s to the City.

DELIVERABLES

DMC anticipates the following deliverables for this project:

- | | |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ▪ Draft Horizontal Alignment Alternative Plans | One (1) Hard Copy (bond) |
| ▪ Final Alignment Plan | One (1) Hard Copy (bond) |
| ▪ Final Geotechnical Study | Three (3) Hard Copies (bond) |
| ▪ Final Right of Way Map | One (1) Hard Copy (bond) |
| ▪ Final Traffic Study | Three (3) Hard Copies (bond) |
| ▪ Final Drainage Study | Three (3) Hard Copies (bond) |
| ▪ Draft Project Summary Memorandum | Three (3) Hard Copies (bond) |
| ▪ Final Project Summary Memorandum | Three (3) Hard Copies (bond) |
| ▪ Right-of-Way Documents (20) | Three (3) Hard Copies (bond) |
| ▪ Appraisal Reports (20) | Three (3) Hard Copies (bond) |
| ▪ 35% Complete Plans/Estimates To City | Five (5) Hard Copies (bond) |
| ▪ 35% Complete Plans To Utilities | Ten (10) Hard Copies (bond) |
| ▪ 35% Complete Plans To Stake Holders/Reviewing Agencies | Ten (10) Hard Copies (bond) |
| ▪ 65% Complete Plans/Estimate/Specifications to City | Five (5) Hard Copies (bond) |
| ▪ 65% Complete Plans to Utilities | Ten (10) Hard Copies (bond) |
| ▪ 65% Complete Plans To Stake Holders/Reviewing Agencies | Twenty (20) Hard Copies (bond) |
| ▪ 95% Complete Plans, Estimate/Specifications to City | Five (5) Hard Copies (bond) |
| ▪ 95% Complete Plans, Estimate/Specifications to Utilities | Ten (10) Hard Copies (bond) |
| ▪ 95% Complete Plans To Stake Holders/Reviewing Agencies | Twenty (20) Hard Copies (bond) |
| ▪ 100% Complete Plans/Estimate/Specifications to City | Five (5) Hard Copies (bond) |
| ▪ 100% Complete Plans/Estimate/Specifications to Utilities | Ten (10) Hard Copies (bond) |
| ▪ 100% Complete Plans To Stake Holders/Reviewing Agencies | Twenty (20) Hard Copies (bond) |
| Bid Ready Plans/Estimate/Specifications | One (1) Mylar Set of Plans (Wet Stamped), One (1) Wet-Stamped Copy of Specifications and Estimate, Three (3) Hard Copies (bond) of Each and One CD with Project Data |
| ▪ Final Signed Plans to Utilities | Ten (10) Hard Copies (bond) |

QUALIFICATIONS

Incorporated in 1999, DMC has since developed a reputation for preparing quality Civil Engineering work on time and within budget for a wide variety of municipal improvement projects involving streets, storm drains, sidewalks, alleys, structures (retaining walls), traffic signals, lighting, electrical undergrounding, utility relocations, water/sewer facilities and traffic striping for public agencies throughout southern California, including the cities of Moreno Valley, Riverside, Lake Elsinore, Calimesa, Palm Springs, Lake Forest, El Centro, Brawley, La Quinta, Palm Desert, Norco, Temecula, Chino Hills and Barstow, the Imperial Irrigation District, the Coachella Valley Water District, Eastern Municipal Water District, Western Municipal Water District, Niguel Shores Community Association, La Verne Heights HOA, John Wayne Airport, Fire Access Maintenance District No. 1 of Indian Wells, Los Angeles Unified School District, Desert Sands Unified School District and the counties of Riverside, Los Angeles, San Bernardino and Orange. Many of these successful projects were completed under challenging and adverse conditions, requiring a complete understanding of the local agency's design standards, criteria, and approval processes. Our expert knowledge of these policies and guidelines has proven invaluable in producing project requirements on time and within budget. Headquartered in Corona, California, *DMC is conveniently located within twenty (20) minutes of the Moreno Valley City Hall offices.* From our office location, DMC can effectively provide our design services to the City, as we have in the past for the City of Moreno Valley.

DMC has an extensive list of satisfied clients in providing multi-disciplinary civil design, land surveying and construction support services for a wide range of studies and improvement projects, including:

- | | |
|------------------------------------------|----------------------------------------------|
| ▲ Roadway Widening/Rehabilitation | ▲ Project Specific WQMP/SWPPP |
| ▲ Storm Drain/Channel Design | ▲ Parks, Parkways and Landscaped Medians |
| ▲ Water/Sewer Transmission/Treatment | ▲ Traffic Signal Modifications/Installations |
| ▲ Traffic Control/Construction Staging | ▲ Topographic Surveys/Base Mapping |
| ▲ Utility Potholing/Mapping/Coordination | ▲ Right-of-Way Mapping/Documents |

All of our engineers, surveyors, designers and CADD operators are fully functional in the uses of the following software packages:

- | | | | |
|----------------|---------------------|-----------------|------------|
| ▪ AutoCAD 2012 | ▪ WaterCAD | ▪ StormCAD | ▪ SewerCAD |
| ▪ Retain Pro | ▪ HEC/I and HEC-RAS | ▪ AES HYDRO pro | ▪ WSPG |

MANAGEMENT PLAN

DMC's project approach is based upon a proactive Project Management Plan that originates with our Proposal and is finalized and initiated with the Notice to Proceed. DMC's Management Plan communicates to each member of the Project Team the organization and communication procedures, task descriptions and assignments, schedule requirements, cost and resource budgets, project data and design guidelines required to meet all project objectives anticipated by the City, on time and within budget.

One of the key steps in preparing a useful Management Plan is the development of a detailed Project Work Plan. To develop this plan, a series of interface meetings take place among the members of the Project Team to clearly identify the multiple tasks and sub-tasks required to complete this project. These tasks not only include specific project oriented tasks, but also include agency reviews and approvals, quality assurance processes and milestones for deliverables. Assignment of responsibilities for each of these tasks will be designated as generally shown on the following Organizational Chart of resources. Necessary modifications to the Organizational Chart will be made to strengthen the Project Team's ability to address project needs as these needs are identified. In developing a detailed Project Work Plan for this project, many potential project constraints are identified very earlier in the concept development and design phase, providing time for the Project Team to react and adjust as new ways to expedite the project are developed.

Upon issuance of a Notice to Proceed by the City, DMC will prepare a control-level schedule, using Microsoft Project Schedules v. 4.0, detailing time required to complete project tasks, specific delivery dates and meetings. The schedule will be instrumental in providing the City of Moreno Valley staff assurances of project schedule compliance. Should certain tasks require longer to complete than was originally anticipated, DMC will utilize the schedule to identify potential impacts caused by the delay and what possible task schedule adjustments can be made to maintain original delivery milestone dates, or, where adjustments cannot be avoided, provide the City with accurate revised delivery dates. On a monthly basis, DMC will prepare a Project Progress Summary Report with an updated schedule of project tasks. The Project Progress Summary Report will summarize task activities completed by the Project Team the previous month, proposed activities scheduled for the following month, and ongoing design issues/discussion with



project stakeholders. The Project Progress Summary Report will be presented to City digitally by email by the end of the first full week of each month.

The ability to clearly communicate information, such as scope, cost, schedules and technical matters, is a vital element of any project. A coordinated effort among the various team members is required to achieve an integrated program that is necessary to deliver quality services within strict budgetary and time constraints. Coordination requires effective and frequent communication among the Project Team members.

Key to the success of this project depends upon the abilities, skills and experience of the Project Manager to be assigned to this project. For this project, DMC's Project Manager will be:

- *Responsible for the oversight and coordination of all project activities, meshing the technical requirements with needs of the City and other project stakeholders through a proactive, hands-on management approach;*
- *The sole contact person between DMC and the City, interfacing with all City departments, as well as with the developer, outside utility agencies and other oversight agencies;*
- *Responsible for project documentation, including scheduling, preparation of agendas and meeting notes, and assignment of action items for meetings between City staff, subconsultants and other agencies.*

DMC will assign these responsibilities to Mr. David M. Cosper, P.E., Q.S.D. Mr. Cosper has over thirty-one (31) years of civil engineering experience, thirteen (13) years as a Public Works Director and City Engineer for a number of cities in California, and has been the responsible Project Manager for a wide variety of public improvement projects for cities, counties, school districts and special districts throughout much of southern California, including the following City of Moreno Valley projects:

- *Heacock Street Improvement Project*
- *Alessandro Boulevard Improvement Project*
- *Moreno Townsite Drainage Improvement Project*
- *Day Street Roadway and Storm Drain Improvement Project;*
- *Moreno Valley Substation and Switch Yard Improvement Project*
- *Fire Station 107 Improvement Project*
- *Graham Street Improvement Project*
- *Pepper Street Improvement Project*
- *Elsworth Avenue Improvement Project*
- *Pan-Am Street Sidewalk Improvement Project*
- *Boeing Street/McDonnell Street Sidewalk Improvement Project*
- *Perris Boulevard Widening Improvement Project*
- *Iris Avenue Improvement Project*

The unique combination of Mr. Cosper's extensive civil engineering design background, his ability to communicate effectively and clearly with clients and agencies, and his hands-on approach to project development will prove to be very effective in the successful completion of this project on time and within budget.

QUALITY ASSURANCE PLAN

Once the final work plan is completed and final Project Team assignments communicated to each Project Team Member, DMC will develop a defined Quality Control (QC) Plan specific to this project. The QC Plan will guide the Project Team in the management and implementation of quality throughout the life of this project, without having to merely "check it" at the end of the project. The preparation and implementation of the QC Plan will be integrated into the work plan as a specific task and will be applied continuously and at strategic points in the work process by Project Team Members. The QC Plan will include procedures for both administrative and technical controls, such as project files, routing of correspondence, checking and back checking procedures, design notebooks, check lists, etc.

Because of the complexity of this project, DMC intends to assign a Quality Assurance Manager to this project to insure that all project documents, designs and plans meet the City's standard of quality for project design and constructed by the City. The Quality Control Manager will be responsible for the development and implementation of a Project Quality Assurance/Quality Control Plan that ensures the following:

- *A high standard of quality and accuracy of all project surveys, design reports, correspondence, right-of-way documents and maps, PS&E's, and other applicable documents pertinent to the construction of the proposed improvements;*

- *Compliance with applicable codes, regulations and design standards, Caltrans Local Program Procedures Manual, funding source requirements, and CEQA/NEPA clearance documents;*
- *A detailed independent review of the 95% PS&E package, with numerous in-depth field reviews emphasizing project biddability, constructability and claims avoidance.*

PROJECT TEAM

DMC has assembled a core team of individuals with specialized skills and experience necessary to address the professional design and project management consulting needs for the proposed street improvements for Heacock Street South Extension between San Michele Road and Harley Knox Road. Complete resumes for these individuals can be found in the Appendix.

Key DMC Personnel

Brief biological sketches follow for the senior staff members to be assigned to this project by DMC.

David M. Cosper, P.E., Q.S.D.—Project Manager/Quality Control Manager

DMC will assign the responsibilities of Project Manager for this project to Mr. David M. Cosper, P.E. for the duration of this project. He has over thirty-one (31) years of civil engineering experience, thirteen (13) years as a Public Works Director and City Engineer for a number of California cities. He has been the responsible Project Manager for a wide variety of public improvement projects for cities, counties, school districts and special districts throughout much of southern California. The unique combination of Mr. Cosper's extensive civil engineering design background, his ability to communicate effectively and clearly with clients and agencies, and his hands-on approach to project development has proven to be very effective in the successful completion of various projects on time and within budget. In this role, Mr. Cosper will be responsible for:

- Acting as the City's main point of contact;
- Working closely with the City's staff;
- Directing the day-to-day activities of the Project Team;
- Coordinating concept reviews/approvals of concepts;
- Attendance at all meetings;
- Providing day-to-day direction in design and the preparation/processing of PS&E's, including coordination with affected utilities and outside agencies, and in providing construction support services necessary during the construction phase of this project.

DMC will assign the Project Manager responsibilities to Mr. David M. Cosper, P.E. Mr. Cosper has been the Project Manager responsible for a wide variety of public improvement projects for cities, counties, school districts and special districts throughout much of southern California, including the following City of Moreno Valley projects:

- *Heacock Street Improvement Project*
- *Alessandro Boulevard Improvement Project*
- *Moreno Townsite Storm Drain Improvement Project*
- *Day Street Roadway and Storm Drain Improvement Project*
- *Moreno Valley Substation and Switch Yard Improvement Project*
- *Fire Station 107 Improvement Project*
- *Graham Street Improvement Project*
- *Pepper Street Improvement Project*
- *Elsworth Avenue Improvement Project*
- *Pan-Am Boulevard Sidewalk Improvement Project*
- *Boeing Street/McDonnell Street Sidewalk Improvement Project*
- *Perris Boulevard Widening Improvement Project*
- *Iris Avenue Improvement Project*

Other successful projects with improvements similar to those proposed for this project recently completed under the direct project management of Mr. Cosper include:

- *Mesquite Avenue Roadway Widening and Storm Drain Improvement Project (Palm Springs, CA)*
- *Line 21/22 Storm Drain Improvement Project (Palm Springs, CA)*
- *Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)*
- *Second Street Roadway Widening and Rehabilitation Improvement Project (Norco, CA)*
- *Hamner Avenue Roadway Widening and Storm Drain Improvement Project (Norco, CA)*
- *Calimesa Blvd. Corridor Roadway Widening and Storm Drain Improvement Project (Calimesa, CA)*
- *El Dorado Colonia Street Widening and Storm Drain Improvement Project (El Centro, CA)*



The unique combination of Mr. Cosper's extensive civil engineering design background, his ability to communicate effectively and clearly with clients and agencies, and his hands-on approach to project development will prove to be very effective in the successful completion of this project on time and within budget.

Due to the complexity of this project and his unique skills and background in the design and the preparation of construction documents for roadway and drainage improvement projects, Mr. Cosper will also be the Quality Control Manager for this project, responsible for developing and implementing a Project Quality Assurance/Quality Control Plan specific to this project. As the Q.C. Manager, Mr. Cosper will be responsible for:

- *Developing and maintaining a high standard of quality and accuracy of project surveys, design reports, correspondence, right-of-way documents and maps, PS&E's, and other applicable documents pertinent to the construction of the proposed improvements;*
- *Maintaining compliance with applicable codes, regulations and design standards, Caltrans Local Program Procedures Manual, funding source requirements, and CEQA/NEPA clearance documents;*
- *Providing a detailed independent review of the 95% PS&E package, with numerous in-depth field reviews emphasizing project biddability, constructability and claims avoidance.*

Joshua Cosper, P.E., P.L.S., Q.S.D.—Project Engineer

Mr. Cosper has over twelve (12) years of progressively responsible experience as a Project Engineer, Design Manager, CADD Manager, Project Lead Designer, CADD operator, field technician and construction inspector for a variety of public works improvement projects involving improvements to arterial corridors, including traffic calming devices, roadway/intersection widening, traffic signal installations and modifications, storm drain facilities, development and evaluation of alternative roadway alignments, concept development, right-of-way mapping and documentation, and the preparation of complete and accurate PS&E's for a vast number of projects for cities, counties, school districts and special districts throughout southern California. Mr. Cosper and his team of CADD designers and draftsmen will be responsible for developing accurate graphics and maps, base sheets and construction quantities for this project.

Frank A. Artiga, P.E., P.L.S.—Survey Manager

Mr. Artiga has over sixteen (16) years of experience in all facets of topographic and boundary surveying, base mapping and land development design, including rough/precise grading, street improvements, water/sewer/storm drain improvements and earthwork calculations for public works projects and private developers. For most of these projects, he was responsible for the comprehensive topographic/boundary surveys and project mapping. He has also been responsible for the development of sewer studies, preliminary design work and the preparation of PS&E's for public improvement projects, including major pipeline facilities for regional water districts and reservoir tanks.

James T. Stanton, P.E.—Storm Drain Design Engineer

Mr. Stanton has nine (9) years of experience in the design and management of many types of Civil Engineering projects, including an extensive background in surveying and designing for flood control and storm drain improvement projects. He has been responsible for the preparation of hydrology /hydraulic studies, designs and management of public and private projects throughout Southern California. In the execution of his design assignments, he has worked directly with a number of agencies, including the Riverside County Flood Control and Water Conservations District, the Cities of Riverside, Desert Hot Springs, Apple Valley and Lake Forest, and the Counties of Riverside and San Bernardino.

Jennes J. Gunther, P.E.—Roadway Design Engineer

Jennes J. Gunther has over twenty-six (26) years of design experience in a wide variety of municipal improvement projects, including roadway widening/rehabilitation improvement projects, water/sanitary improvement projects and drainage/flood control improvement projects. Mr. Gunther will work with Mr. Cosper in the design and preparation of PS&E's for the storm drain/channel improvements for this project.

Mike Kirk—Mapping Manager

Mr. Kirk has over twenty-two (22) years of increasingly responsible computer-automated drafting experience, including the development and implementation of the overall drafting standards for DMC. He received his teaching credential from California State University, Long Beach in CADD and has used this skill to teach DMC's stable of young CADD operators the correct way to prepare comprehensive plans for municipal improvement projects. Mr. Kirk has been DMC's Mapping Manager for nearly two (2) years, applying his skills and experience to many projects involving water, sewer and storm drain facilities, site development and grading, parking lot expansions and roadway widening and rehabilitation improvement projects. Working directly for Mr. Joshua D. Cosper on this

project, Mr. Kirk will be responsible for the establishment and implementation of CADD standards, development of accurate base sheets, and for providing clear and concise plan sheets of the proposed improvements.

Donna A. McConaughy—Utility Coordinator

With over sixteen (16) years of experience as a utility coordinator and technical specification writer for public improvement and private development projects, Ms. McConaughy will be the Utility Coordinator for this project. As the Utility Coordinator, Ms. McConaughy will identify all utilities affected by the proposed project improvements and make initial contact with and obtain plans from each of the affected utilities. Ms. McConaughy will continue to work with affected utilities until all conflicts have been identified and resolved.

Subconsultants

DMC utilizes a team of experienced and highly skilled subconsultants to support its design effort in very specialized areas that require specific expertise and knowledge. DMC's management approach and quality requirements apply equally to its subconsultants. This approach strengthens the bond between our firm and its subconsultants, helping to create a seamless approach to providing a diverse and well-prepared Project Team for this project.

CNS Engineers, Inc.

CNS Engineers, Inc. (CNS) is a consulting bridge engineering firm located in the City of Riverside. The firm has five (5) licensed bridge engineers actively involved in transportation projects for more than ten (10) years. CNS has prepared planning studies and final designs, and prepared final construction documents for dozens of bridges throughout much of southern California, involving new bridges, bridge widening, seismic retrofitting and rehabilitation of existing bridge structures. CNS provided professional bridge engineering services to many public agencies throughout southern California, including the Riverside County Transportation Commission (RCTC) and Riverside County Transportation Department.

James J. Lu, P.E., S.E.—Lead Bridge Engineer

Mr. Lu will be Lead Bridge Engineer assigned to this project, responsible for developing approved bridge planning studies, designs and final construction documents for this project. Mr. Lu has more than twenty (20) years of bridge design experience. Mr. Lu dedicated his entire career in planning and design of highway bridge projects involving more than fifty (50) bridge structures. Mr. Lu also spent three (3) years of his career with Caltrans District Local Assistance to serve as a High Bridge Program coordinator. James' professional design experience includes planning and design of highway and railroad bridges, river crossings and non-standard earth retaining structures. Mr. Lu has a successful track record with various public agencies including Caltrans HQ Structures, RCTC, and Riverside County Transportation Department. James is currently serving as a project manager and lead bridge engineer for the Riverside County Bridge Program, involving improvements and maintenance of the County-own bridges.

Leighton Consulting, Inc. – Geotechnical Investigations

Leighton Consulting, Inc. (LCI) provides engineering solutions to public agencies, property owners, and facilities, with a focus on geotechnical engineering and environmental assessments for public works projects for agencies throughout southern California for over fifty (50) years. A recent example of work that demonstrates their broad spectrum of transportation and pavement related geotechnical services involves the Lasselle Street Widening project for the City of Moreno Valley which involved mitigating a rock fall hazard created by a large granitic rock outcropping along the roadway. Leighton presented the City with a number of optional remedial solutions to remove or protect the rock outcropping by analyzing its stability before and during construction to provide cost-effective rock anchoring procedures and pavement construction recommendations. Other similar work recently completed by LCI involving the City of Moreno Valley includes:

- *Heacock Street Bridge Crossing*
- *Perris Lateral "B" Flood Control Channel*

Simon Saiid, P.E., G.E.—Geotechnical Engineer

Mr. Saiid will be responsible for providing the required geotechnical investigations, analysis, summary reports and construction recommendations necessary to construct the proposed roadway, drainage and bridge improvements proposed for Heacock Street. He has over twenty-three (23) years of geotechnical engineering and materials testing experience involving street rehabilitation, bridges, public buildings, pipelines and water facilities in Riverside County. He is practiced in geotechnical site investigations, foundation design, buttress and structural landslide mitigation, seismic hazard evaluations and mitigation design, grading control, ground improvement, pipelines, pavement, and forensic evaluations. Further, Mr. Saiid contributes to the success of construction projects by interacting with the project team during the planning and design phase, and providing cost-effective solutions for unexpected/challenging geologic conditions during construction.



Mr. Saïd was responsible for providing similar support services for the following projects:

- *Lasselle Street Widening Improvement Project (Moreno Valley, CA)*
- *Heacock Street Bridge Crossing Improvement Project (Moreno Valley, CA)*
- *Perris Lateral "B" Flood Control Channel (Riverside County Flood Control)*

PMC World, Inc. (PMC) – Environment Clearance/Permitting

PMC was established in 1995 with a mission to provide planning, environmental and municipal services to public agencies, special districts and public-oriented organizations. Since 1995, it has provided service to more than two hundred and fifty (250) cities, counties, and special districts throughout California. Headquartered in San Diego, CA, PMC has grown steadily to a firm consisting of over one hundred and eighty (180) employees working out of nine (9) offices in California and the Pacific-Northwest. Environmental planning, project management and lead agency compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) are some of the primary municipal services provided by PMC. PMC and DMC have recently worked together on a number of projects with similar design and environmental clearance requirements as this project, including:

- *Moreno Townsite Drainage Improvement Project (Moreno Valley, CA)*
- *Alessandro Boulevard Improvement Project (Moreno Valley, CA)*
- *Agua Caliente Cultural Museum Road and Storm Drain Improvements (Palm Springs, CA)*
- *Riverside Drive/Grand Avenue Intersection Improvement Project (Lake Elsinore, CA)*

Mark Teague, AICP—Environmental Team Leader

Mr. Teague will be the Team Manager responsible for providing the necessary environmental clearance and planning services required for this project. He brings considerable experience to this project, with over twenty-five (25) years of planning experience with communities throughout California. With extensive experience as both a public agency and private planner, *Mr. Teague* understands both sides of the development equation. Supporting Mr. Teague in his environmental clearance support efforts for this project are the following personnel:

- *Joyce Hunting—Biological Support Manager*
Ms. Hunting has more than twenty (20) years of technical and practical experience working in California's diverse natural environments, including preparation of environmental documents complying with the requirements of the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), federal Endangered Species Act (ESA), California Endangered Species Act (CESA), California Public Utilities Commission, California Department of Transportation, State Reclamation Board, and local jurisdictions. She has expertise in the preparation of US Army Corps of Engineers Individual and Nationwide Permit Applications, California Fish and Game Codes 1602 Streambed Alterations Agreements, Habitat Conservation Plans, Natural Community Conservation Plans, wetland delineation and restoration plans, biological resource assessments and mitigation programs, and implementation of habitat conservation and restoration plans.
- *Melisa Ware—Environmental Planner*
Ms. Ware is an environmental planner with eleven (11) years of progressive environmental support experience preparing both CEQA and NEPA environmental documents for public improvement projects, particularly with projects involving a NEPA environmental review. She has hands-on expertise in directing, researching, writing, and editing environmental documents pursuant to both NEPA and CEQA, including Preliminary Environmental Studies, Initial Studies/Mitigated Negative Declarations, Environmental Assessments, and Environmental Impact Reports for project involving the US Army Corps of Engineers, California DFG, Regional Water Quality Control Board, and US Fish and Wildlife Service, and the acquisition of Nationwide and Individual 404 Permits, 1602 Streambed Alteration Agreements, 401 Water Quality Certifications, and Section 7 Biological Opinions.
- *Seth Myers—Environmental Planner*
is an environmental planner and air quality/greenhouse gas analyst for PMC. He has been involved in the preparation of initial studies/negative declarations, environmental impact reports, and other CEQA documents, as well as providing air quality analysis, greenhouse gas emissions analysis, and environmental team support for approximately twenty-two (22) years. Mr. Myers has extensive expertise conducting air quality analyses and a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of URBEMIS 9.2.4, CalLine 4, EMFAC 2011, CalEEMod, and all the Bay Area Air Quality Management District air quality and greenhouse gas analysis tools.

Trames Solutions, Inc. (Trames) – Traffic Studies/Traffic Signal Design

From its headquarters in San Marcos, California, Trames has provided traffic engineering design and related consulting services for DMC throughout much of southern California, including major assignments from the counties of Riverside and Imperial, the cities of Moreno Valley and Calimesa, and Ventura Community College. Trames has provided services to DMC that have ranged from conceptual planning to detailed design engineering and related services, including signal warrant analyses and the design and preparation of PS&E's for traffic control, signing and striping, and traffic signal installation/modification improvements.

Scott Sato, P.E., T.E. —Traffic Engineer

Mr. Sato will be assigned the Traffic Engineer for this project. Mr. Sato has been working in the field of transportation planning and engineering since 1989 throughout much of southern and northern California and Nevada, on projects involving Specific Plan updates, transit modeling, traffic forecasting, circulation plans and intersection warrants studies for traffic signals, stop signs and "safe routes" to schools crossings for more than twenty-one (21) years. Mr. Sato will be responsible for analyzing traffic impacts on this project, including the completion of a Warrants Analysis and the development of recommendations regarding traffic signal improvements.

Blaine Werner—Traffic Signal/Striping Design Manager

Mr. Warner will be responsible for the design and preparation of PS&E's for all traffic signal modification and striping/signing improvements proposed for this project for twenty-two (22) years. Mr. Warner has worked professionally in the design and preparation of PS&E's for traffic signal installations/modifications, striping and signing improvements and traffic control.

Overland, Pacific & Cutler, Inc. (OPC) – Right-of-Way Acquisition Support Services

Overland Pacific & Cutler's reputation for success is the result of more than twenty (20) years of proven, professional real estate consulting services, founded on a comprehensive, client-focused team approach. The firm's diverse, multilingual staff consists of full-time salaried employees who have undertaken nearly every type of real estate based consulting project. OPC's solid employee base gives the firm the ability to offer unrivaled client services and expertise, resulting in projects that are executed with expediency and accuracy. OPC values its professional team and empowers them with the training and support they need to deliver superior results.

Kimberly Reed, SR/WA—Project Manager

Ms. Reed will manage the right-of-way activities for this project, including the development of accurate appraisals and acquisition services for permanent and easement right-of-way needs for this project. Ms. Reed has over sixteen (16) years of progressively responsible experience in the right-of-way acquisition industry. As a Senior Project Manager for OPC, she is responsible for communicating project goals and objectives to the right-of-way team, overseeing the achievement of those project goals and objectives by the right-of-way team and for building trust between the client and the right-of-way team. She has expertise in the application of federal, state and local laws, regulations and policies related to eminent domain, easements, rights-of-entry, real estate title and other right-of-way technical and legal activities.

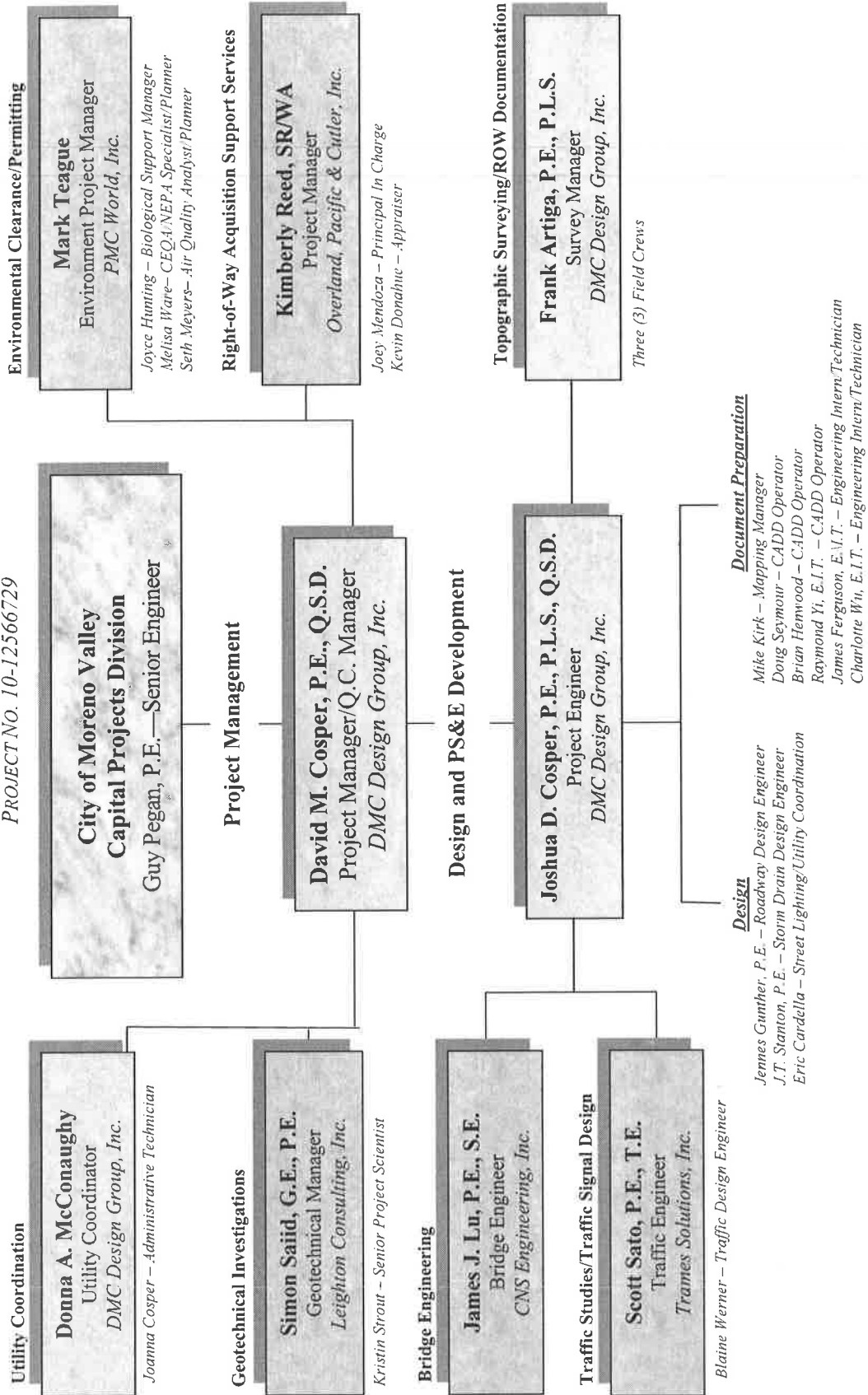
Kevin Donahue, MAI— Project Appraiser

Mr. Donahue will provide all right-of-way acquisition appraisals for this project. With over twenty five (25) years of experience in the industry, Mr. Donahue has completed numerous and varied assignments involving commercial, industrial and residential properties involving transportation corridors, vacant land, special purpose properties, school sites, open space land, mitigation land, apartment buildings, office buildings, shopping centers, affordable housing projects and government facilities. He has been responsible for preparing appraisal reports for public agency acquisitions for road widenings, various public utilities, bridge projects, grade separations, railroad crossings, eminent domain, inverse condemnation, surface and subsurface easements, and affordable housing projects.



PROFESSIONAL CONSULTANT DESIGN SERVICES

HEACOCK STREET SOUTH EXTENSION BETWEEN SAN MICHELE ROAD AND HARLEY KNOX DRIVE
PROJECT NO. 10-12566729



Organizational Chart
DMC Design Group, Inc.



PROJECT EXPERIENCE

DMC is especially proud of the long list of projects it has completed successfully and the clients these projects were completed for. The following projects were recently completed by DMC and involve many of the same roadway and storm drain design requirements, project constraints, deliverables and issues as those anticipated for this project.

Moreno Townsite Storm Drain Improvement Project (Moreno Valley, CA)**Project Description:**

Responsible for the topographic surveying, base mapping, right-of-way mapping, and the design and preparation of PS&E's necessary for this Hazard Mitigation Grant Program (HMGP) funded project for the proposed storm drain improvements within an existing single-family residential development in the City of Moreno Valley, including the re-grading and sloping of RCFC's Drainage Facility "F". The proposed storm drain improvements will replace the existing undersized surface drainage facilities and include the following:

- 2,300 feet of RCB
- 3,500 feet of 24" diameter RCP
- 15 catch basins and 1 grated inlet structure
- 9 Junction/Manhole Structures

Project Team:

David M. Cospo—Project Manager
 Joshua D. Cospo—Project Engineer
 J.T. Stanton—Design Engineer
 Jennes Gunther—Design Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.
 Hilltop Geotechnical—Geotechnical
 PMC—Environmental Services

Client Contact:

Prem Kumar, P.E.
 Deputy Public Works Dir.
 Public Works Department
 14177 Frederick Street
 Moreno Valley, CA 92552
 (951) 413-3130

Day Street Improvement Project (Moreno Valley, CA)**Project Description:**

Responsible for the design and preparation of construction documents required to address existing drainage deficiencies on a 690-foot segment of Day St. immediately south of Cottonwood Ave. Proposed improvements included full-width street improvements, Type 8 integral PCC curb and gutter, PCC sidewalks and driveways, and approximately 220 linear feet of 30" diameter RCP storm drain, 65 linear feet of 24" diameter RCP storm drain, two (2) PCC catch basins, four (4) parkway culverts, a junction structure, a storm drain manhole and other associated storm drain improvements. This project required preparation of an extensive drainage study that covered nearly 25% of the city, detention basin analysis and pipe peak-flow calculations in compliance with the RCFC. DMC was responsible for obtaining project clearance from the RCFC prior to advertising the project for construction.

Project Team:

David M. Cospo—Project Manager
 Joshua D. Cospo—Project Engineer
 J.T. Stanton—Design Engineer
 Jennes Gunther—Design Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.

Client Contact:

Prem Kumar, P.E.
 Deputy Public Works Dir.
 Public Works Department
 14177 Frederick Street
 Moreno Valley, CA 92552
 (951) 413-3130

Heacock Street Improvement Project (Moreno Valley, CA)**Project Description:**

Responsible for the preparation of geometric approval drawings, a Project Study Report, environmental clearance, utility clearance, right-of-way mapping and acquisition services, and the design and preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) and curb, gutter, sidewalk infill and storm drain improvements to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road. The proposed widening improvements necessitated a realignment of Heacock Street south of Iris Avenue and the installation of a new traffic signal at the intersection of Heacock Street and Iris Avenue. This project also required close coordination with engineers and developers for a number of residential and commercial developments on the easterly side of Heacock Street, with Riverside County Flood Control and Water Conservation District and the Army Corps of Engineers in the development of final improvements proposed for the Heacock Street Drainage Channel immediately adjacent to the westerly side of Heacock Street, the City Capital Projects Division in the development of the design of the Heacock Street Bridge located at the center of the project and with the March Joint Powers Agency in the development of March Air Reserve Base Properties along the westerly side of Heacock Street.

Project Team:

David M. Cospo—Project Manager
 Joshua D. Cospo—Project Engineer
 J.T. Stanton—Design Engineer
 Jennes Gunther—Design Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.
 OPC—Right-of-Way Agent

Client Contact:

Prem Kumar, P.E.
 Deputy Public Works Dir.
 City of Moreno Valley
 Public Works Department
 Capital Projects Division
 14177 Frederick Street
 Moreno Valley, CA 92553
 (951) 413-3108



Alessandro Boulevard Improvement Project (Moreno Valley, CA)**Project Description:**

Responsible for the preparation of geometric concept approval plans, a Project Study Report, environmental clearance, utility clearance, right-of-way mapping and acquisition services, preliminary design and the preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 9,000 foot segment of Alessandro Boulevard, from Interstate 215 to Frederick Street. The proposed improvements included roadway and intersection widening and rehabilitation, storm drain facilities, traffic signal modifications, realignment of existing striping and modifications/installation of raised landscape median improvements within the project segment of Alessandro Boulevard. This project also required close coordination with Caltrans District 8 Division of Local Assistance office in acquisition of necessary encroachment permits for improvements to Interstate 215 northbound on/off ramps, engineers and developers for commercial development located at the westerly end of the project and along the northerly side of Alessandro Boulevard, the City of Riverside Public Works Department in the realignment of Alessandro Boulevard to the west of the project, the City's Redevelopment Agency in the development of the Day Street corridor project located near the middle of the project and the City Capital Projects Division in the development of the City Civic Center Campus/Public Library/Public Safety Expansion improvement near the easterly end of the project.

Project Team:

David M. Cospers—Project Manager
 Joshua D. Cospers—Project Engineer
 J.T. Stanton—Design Engineer
 Jennes Gunther—Design Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.
 PMC—Environmental Clearance
 Trames Solution—Traffic Engr.
 OPC—Right-of-Way Agent

Client Contact:

Prem Kumar, P.E.
 Deputy Public Works Dir.
 City of Moreno Valley
 Public Works Department
 Capital Projects Division
 14177 Frederick Street
 Moreno Valley, CA 92553
 (951) 413-3108

Riverside Drive (SR 79)/Grand Avenue Improvement Project (Lake Elsinore, CA)**Project Description:**

Responsible for the preparation of geometric concept approval plans, environmental clearance, utility clearance, right-of-way mapping, design and the preparation of construction documents for roadway widening improvements to portion of Riverside Drive (SR 79) and Grand Avenue, and the installation of a traffic signal at the intersection of Riverside Drive and Grand Avenue in the City of Lake Elsinore. Specific improvements include:

- Roadway widening improvement to an 800-foot segment of the northerly side of Riverside Drive east of Grand Avenue to its ultimate width;
- Roadway widening improvement to an 800-foot segment of the westerly side of Riverside Drive south of Grand Avenue;
- Roadway widening improvements to a 300-foot segment of Grand Avenue immediately north of Riverside;
- PCC curb and gutter on the southerly side of Riverside Drive (SR-74) at the intersection of Riverside Drive and Grand Avenue.

The proposed roadway improvements were constructed to match the City's Major Highway Cross-Sectional Standard, and will include PCC curb, gutter and sidewalk improvements.

Project Team:

David M. Cospers—Project Manager
 Joshua D. Cospers—Project Engineer
 J.T. Stanton—Design Engineer
 Jennes Gunther—Design Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.
 Trames Solutions—Traffic
 PMC - Environmental Support

Client Contact:

Peter Ramey
 Project Manager
 City of Lake Elsinore
 Public Works Department
 130 South Main Street
 Lake Elsinore, CA 92530
 (951) 674-3124 Ext. 246

Heald Avenue/Sumner Avenue Roadway Widening/Rehabilitation Improvement Project (Lake Elsinore, CA)**Project Description:**

Responsible for the pavement evaluation, topographic survey, concept alignment study, design and preparation of PS&E's for necessary pavement rehabilitation improvements to 5,900 foot segments of Sumner Avenue and Heald Avenue, beginning at Main Street and ending at Chaney Street in the City of Lake Elsinore. The proposed pavement rehabilitation improvements consisted of, but are not limited to, the following improvements:

- Placement of a two (2) inch AC overlay between the existing edges of pavement;
- Limited "dig-out" removal and reconstruction repairs to failed

Project Team:

David M. Cospers—Project Manager
 Joshua D. Cospers—Project Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.

Client Contact:

Peter Ramey
 Project Manager
 City of Lake Elsinore
 Public Works Department
 130 South Main Street
 Lake Elsinore, CA 92530
 (951) 674-3124 Ext. 246

roadway structural sections:

- Removal and reconstruction repairs to areas having less than 3" of existing asphalt concrete;
- Placement of an one (1) inch AC leveling course;
- Placement of Petro-mat material;
- Crack sealing;
- Removal and replacement of existing non-compliant ADA access ramps;
- Signing and striping per MUTCD and Caltrans standards;
- Ancillary improvements relative to an overlay project, including installation of missing survey monuments, adjustment of water/gas valve covers and manhole covers.

Other improvements to be constructed by this project, including installation of required ADA handicap ramp improvements, are to be considered as bid alternatives, should additional funding become available.

El Dorado Colonia Street and Drainage Improvement Project (El Centro, CA)

Project Description:

Responsible for the design and preparation of PS&E's for the proposed rehabilitation and widening improvements to a 2,500 foot segment of Eighth Street in the City of El Centro. The project segment lies between El Dorado Avenue to the north and the North Date Canal to the south, with matching existing improvements south of North Date Canal. The widening of Eighth Street was designed to the City of El Centro's standards for a Major 2 Lane Collector Street Standard and included the installation of curb, gutter and sidewalk along both sides of Eighth Street, curb returns and ramps at each intersection, storm drain improvements, PCC spandrels and cross gutters at each intersection, street lighting, and signage/striping improvements. Due to the location of an existing major irrigation supply line within the right-of-way of Eighth Street, DMC worked closely with Imperial Irrigation District (IID) to resolve street improvement conflicts with IID's facilities.

Project Team:

David M. Cospers—Project Manager
 Joshua D. Cospers—Project Engineer
 J.T. Stanton—Design Engineer
 Jennes Gunther—Design Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.

Client Contact:

John Gay, P.E.
 Project Manager
 City of El Centro
 Public Works Department
 45-701 Monroe Street, Suite G
 Indio, CA 92201
 (760) 337-5182

Second Street Improvement Project (Norco, CA)

Project Description:

Responsible for the preparation of pavement evaluations, hydraulic/drainage studies, right-of-way mapping and acquisitions, and the design and preparation of final PS&E's required for the proposed roadway rehabilitation, overlay and widening improvements to a 1,500 foot portion of Second Street. This project included the acquisition of fourteen (14) parcels, including the complete take involving a residential structure, necessary for project right-of-way. DMC was also responsible for the preparation of right-of-way maps, legal descriptions, plat maps, appraisal reports, property owner contacts and negotiations, preparation of a relocation plan and property owner relocation assistance, and the final closure on all acquisition agreements for the fourteen (14) parcels acquired for this project.

Project Team:

David M. Cospers—Project Manager
 Joshua D. Cospers—Project Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.

Client Contact:

Lori Askew
 City Project Manager
 City of Norco
 Public Works Department
 2870 Clark Avenue
 Norco, CA 92860-0428
 (951) 270-5678

Hamner Avenue Improvement Project (Norco, CA)

Project Description:

In coordination with the development of a 122 acre equestrian recreation and related-use facility located on the easterly side of Hamner Avenue immediately north of the Santa Ana River Bridge, the City of Norco and the Riverside County Transportation Department commissioned DMC to design and prepare PS&E's for the construction of ultimate urban arterial improvements to a 3,600 foot segment of Hamner Avenue immediately adjacent to the proposed development. This project also included the following improvements:

Project Team:

David M. Cospers—Project Manager
 Joshua D. Cospers—Project Engineer
 Donna McConaughy—Utility Coord.
 Trames Solutions—Traffic Signal

Client Contact:

Lori Askew
 City Project Manager
 City of Norco
 Public Works Department
 2870 Clark Avenue
 Norco, CA 92860-0428
 (951) 270-5678



- Drive entrances, curb and gutter, street section and transition improvements to existing widths of Hamner Avenue required within the project segment of Hamner Avenue;
- Full intersection widening improvements to Hamner Avenue at Citrus Avenue, consisting of two (2) thru lanes in each direction, two (2) dedicated left turn lanes to Citrus Avenue, and dedicated right turn lanes in each direction;
- To accommodate the widening of the Citrus Avenue and Hamner Avenue intersection, existing curb and gutter on the westerly side of Hamner Avenue were relocated;
- Modifications to an existing traffic signal plan previously constructed by the Riverside County Transportation Department to conform to the widening of the Citrus Avenue and Hamner Avenue intersection;
- Pedestrian and horse tunnel crossing;
- Raised landscaped medians and parkway improvements.

DMC coordinated its effort with the engineers for the "Silverlakes Project" (Belstarr Sport Management) and the County of Riverside throughout the entire design phase of the project.

Agua Caliente Cultural Museum Roadway and Drainage Improvement Project (Palm Springs, CA)

Project Description:

Responsible for environmental clearance, design and preparation of PS&E's for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350-foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel (a RCFC maintained facility) in Palm Springs. The drainage improvements involved the extension of RCFC's Palm Springs Line 9 and connection to the Baristo Channel. DMC was responsible for obtaining a CEQA/NEPA environmental clearance on this project and the preparation of a comprehensive drainage study involving coordination with the RCFC to convey the storm waters to existing RCFC master planned facilities (Baristo Channel).

Project Team:

David Cospér—Project Manager
 Joshua D. Cospér—Project Engineer
 J.T. Stanton—Design Engineer
 Jennes Gunther—Design Engineer
 Mike Kirk—Mapping Manager
 Donna McConaughy—Utility Coord.
 PMC—Environmental Clearance

Client Contact:

David Barakian, P.E.
 Assistant City Engineer
 City of Palm Springs
 Engineering Division
 3200 E. Tahquitz Canyon
 Palm Springs, CA 92262
 (760) 323-8253 Ext. 8732

REFERENCES

We encourage contacting the following references regarding DMC's ability to effectively meet project goals on time and within budget:

Gary Gosliga
 Airport Manager
 March Joint Powers Authority
 23555 Meyer Drive
 Riverside, CA 92518
 (951) 656-7000

Prem Kumar, P.E.
 Deputy Public Works Director
 Moreno Valley Public Works Department
 14177 Frederick Street
 Moreno Valley, CA 92552-0805
 (951) 413-3130

Lori Askew
 Project Manager
 Public Works Department – Design
 2870 Clark Avenue
 Norco, CA 92860-0428
 (951) 270-5678

David Barakian, P.E.
 City Engineer/Public Works Director
 Palm Springs Public Works Department
 3200 E. Tahquitz Canyon
 Palm Springs, CA 92262
 (760) 323-8253 Ext. 8732

ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSALS

DMC Design Group, Inc. and its Project Team of Consultants have included the following additions or exceptions into our July 31, 2012 proposal to the City of Moreno Valley for *Professional Consultant Design Services - Heacock Street South Extension Between San Michele Road and Harley Knox Drive, Project 10-12566729* Request for Proposals.

1. The City will assign a Project Manager to act as its point person for the duration of this project.
2. All available information pertinent to this project in the City's possession will be provided to DMC at no cost.
3. The City will provide "no cost" encroachment permits for all design surveys, geotechnical investigations and utility potholing activities required to complete this project.
4. This Proposal includes a budget for thirty (30) utility potholes.
5. This Proposal includes a budget for twenty (20) legal descriptions/plat map right of way documents.
6. All right of way activities performed by Overland, Pacific and Cutler are on a time and material basis.
7. All other charges for professional design consultant services outlined in this proposal are "Not to Exceed Fees" as submitted with and made a part of this Proposal. It is understood that payment will be made, on a monthly basis, for actual time and materials expended in furnishing authorized professional services to the "Not To Exceed Fee" level. It is further understood that the "Not to Exceed Fee" include conservatively estimated reimbursable expenses, as submitted with and made a part of our proposal.
8. All Plans Review/Permit Application fees are to be paid by the City directly to the agency involved.



DMC Design Group, Inc. and its Project Team of consultants agree to the following:

1. The professional design consultant and project management services outlined in our proposal, dated July 31, 2012, and the accompanying fees, are in accordance with the City's RFP, entitled "*Request for Professional Consultant Design Services - Heacock Street South Extension Between San Michele Road and Harley Knox Drive, Project No. 10-12566729*", except as otherwise specified in this Proposal under "*ADDITIONS OR EXCEPTIONS TO THE CITY'S RFP*".
2. It is understood that said RFP is incorporated in its entirety as part of our proposal.
3. It is further understood that said RFP and our proposal will jointly become a part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by DMC Design Group, Inc. and the Mayor or City Manager of Moreno Valley and that DMC will execute the City's standard agreement without modifications.
4. It is further understood that the Consultant Services to be provided by DMC Design Group, Inc., and the fees therefore, will be in accordance with the City's RFP, except as otherwise specified in our July 31, 2012 Proposal under the heading "*ADDITIONS OR EXCEPTIONS TP THE CITY'S REQUEST FOR PROPOSAL*".
5. It is further understood that all charges for DMC Design Group (construction services) are a "Not to Exceed Fees" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of our July 31, 2012 proposal.
6. DMC will document and provide the results of the work to the satisfaction of the City, including, if necessary, the preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
7. DMC will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during or after the construction work.
8. It is acknowledged and further understood that DMC will not be allowed to change key DMC project team members or the subconsultants shown in our proposal, dated July 31, 2012, without written permission from the City.
9. DMC understands that discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin is against Corporate policies and by-laws is not allowed to occur.
10. DMC will adhere to all known federal laws and regulations, as they pertain to this project, notwithstanding any state or local laws or regulations. In case of a conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
11. DMC will allow all authorized federal, state, county and City officials access to its place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this project. DMC will retain all such relevant records for a period of three (3) years.
12. It is further understood that DMC will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code, as well as the appropriate sections of the "Federal Labor Standards Provisions," "Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
13. It is understood that DMC will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof, as it pertains to this project.
14. DMC offers and agrees to assign to the City all rights, title and interest in and to all causes action I may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works or the subconsultant, as it pertain to this project. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgement by the parties.

EDUCATION:

M.P.A., Public Administration – 1992
California State University, Hayward

B.S., Civil Engineering – 1981
University of California, Davis

AFFILIATION:

- American Public Works Association
- American Society of Civil Engineers
- American Council of Engineering Companies
- American Public Works Association Delegate – Citizen to Citizen Program with China

REGISTRATION:

- California Registered Civil Engineer License No. 38022
- Oregon Registered Civil Engineer License No. 84477PE
- Idaho Registered Civil Engineering License No. 14443
- Montana Registered Civil Engineering License No. 20371
- State Certified Qualified SWPPP Developer No. 00383

EXPERIENCE:

Mr. Cosper has over thirty one (31) years of professional civil engineering experience in the public and private sectors throughout California and has served as the Director of Public Works for various cities located throughout California, including Susanville, Suisun City and La Quinta. His experience includes planning, the design and management of the engineering disciplines of street and highway improvements, pavement management systems, traffic signal installations and modifications, water, sewer and storm drain systems, structures, parks and landscaped medians and parkways, operations and maintenance, special assessment districts, and construction management. Specific assignments involving roadway and storm drain improvements during the last five (5) years include the following projects:

- **Project Manager, Moreno Townsite Drainage Improvement Project (Moreno Valley, CA)** – Responsible for the topographic surveying, base mapping, right-of-way mapping, and the design and preparation of PS&E's necessary for this Hazard Mitigation Grant Program (HMGP) funded project for proposed storm drain improvements within an existing single-family residential development in the City of Moreno Valley, including the re-grading and sloping of RCFC's Drainage Facility "F". The proposed storm drain improvements will replace the existing undersized surface drainage facilities.
- **Project Manager, Day Street Roadway and Storm Drain Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of construction documents required to address existing drainage deficiencies on a 690-foot segment of Day St. immediately south of Cottonwood Ave. Proposed improvements included full-width street improvements, Type 8 integral PCC curb and gutter, PCC sidewalks and driveways, and approximately 220 linear feet of 30" diameter RCP storm drain, 65 linear feet of 24" diameter RCP storm drain, two (2) PCC catch basins, four (4) parkway culverts, a junction structure, a storm drain manhole and other associated storm drain improvements.
- **Project Manager, Heacock Street Improvement Project (Moreno Valley, CA)** – Responsible for warrants analysis/traffic study of two (2) intersections, and the design and preparation of ultimate roadway widening, traffic signal installation and curb, gutter and sidewalk infill improvements to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road.
- **Project Manager, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for the preparation of geometric approval drawings, a Project Study Report, environmental clearance, utility clearance, right-of-way mapping and acquisition services, preliminary design and the preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 9,000 foot segment of Alessandro Boulevard, from I-215 to Frederick Street.
- **Project Manager, Riverside Drive (SR 79)/Grand Avenue Intersection Improvement Project (Lake Elsinore, CA)** – Responsible for the preparation of geometric concept approval plans, environmental clearance, utility clearance, right-of-way mapping, design and the preparation of construction documents for roadway widening improvements to portion of Riverside Drive (SR 79) and Grand Avenue, and the installation of a traffic



signal at the intersection of Riverside Drive and Grand Avenue in the City of Lake Elsinore. Specific improvements include:

- Roadway widening improvement to an 800-foot segment of the northerly side of Riverside Drive east of Grand Avenue to its ultimate width;
 - Roadway widening improvement to an 800-foot segment of the westerly side of Riverside Drive south of Grand Avenue;
 - Roadway widening improvements to a 300-foot segment of Grand Avenue immediately north of Riverside;
 - PCC curb and gutter on the southerly side of Riverside Drive (SR-74) at the intersection of Riverside Drive and Grand Avenue.
- **Project Manager, Heald Avenue/Sumner Avenue Roadway Rehabilitation/Widening Improvement Project (Lake Elsinore, CA)** – Responsible for the pavement evaluation, topographic survey, concept alignment study, design and preparation of PS&E's for necessary pavement rehabilitation improvements to 5,900-foot segments of Sumner Avenue and Heald Avenue, beginning at Main Street and ending at Chaney Street, in the City of Lake Elsinore, including:
- Placement of a two (2) inch AC overlay between the existing edges of pavement;
 - Limited “dig-out” removal and reconstruction repairs to failed roadway structural sections;
 - Removal and reconstruction repairs to areas having less than 3” of existing asphalt concrete;
 - Placement of an one (1) inch AC leveling course;
 - Placement of Petro-mat material;
 - Crack sealing;
 - Removal and replacement of existing non-compliant ADA access ramps;
 - Signing and striping per MUTCD and Caltrans standards;
 - Installation of missing survey monuments, adjustment of water/gas valve covers and manhole covers;
 - Installation of required ADA handicap ramp improvements.
- **Project Manager, El Dorado Colonia Street Improvement Project (El Centro, CA)** – Responsible for the design and preparation of PS&E's required to construct roadway widening, storm drain and curb, gutter and sidewalk infill improvements for a 2,500 foot segment of Eighth Street, lying between El Dorado Avenue to the north and the North Date Canal to the south, that matches the improved portion of Eighth Street south of North Date Canal.
- **Project Manager, Second Street Improvement Project (Norco, CA)** – Responsible for the preparation of pavement evaluations, hydraulic/drainage studies, right-of-way mapping and acquisitions, and the design and preparation of final PS&E's required for the proposed roadway rehabilitation, overlay and widening improvements to a 1,500 foot portion of Second Street. This project included the acquisition of fourteen (14) parcels, including the complete take involving a residential structure, necessary for project right-of-way. DMC was also responsible for the preparation of right-of-way maps, legal descriptions, plat maps, appraisal reports, property owner contact and negotiation, preparation of a relocation plan and property owner relocation assistance, and final closure on all acquisition agreements for the fourteen (14) parcels acquired for this project.
- **Project Manager, Hamner Avenue Roadway Widening Improvement Project (Norco, CA)** – In coordination with the development of a 122 acre equestrian recreation and related-use facility located on the easterly side of Hamner Avenue immediately north of the Santa Ana River Bridge, the City of Norco and Riverside County Transportation Department, DMC designed and prepared PS&E's for the construction of ultimate urban arterial improvements to a 3,600 foot segment of Hamner Avenue immediately adjacent to the proposed development.
- **Project Manager, Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for CEQA/NEPA environmental clearance, design and preparation of PS&E's for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350 foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs. The storm drain improvements involved the extension of RCFC's Palm Springs Line 9 of the Master Plan Drainage for Palm Springs and connection to the Baristo Channel. Because of the federal funding involved with the project, DMC was responsible for obtaining a CEQA/NEPA environmental clearance on this project. This project also required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities (Baristo Channel).

EDUCATION:

B.S., Civil Engineering – 2005
University of California, Irvine

REGISTRATION:

California Registered Civil Engineer License No. 71667
Arizona Registered Civil Engineer License No. 51454
California Registered Land Surveyor License No. 8774
State Certified Qualified SWPPP Developer No. 00709

AFFILIATION:

- American Public Works Association
- American Society of Civil Engineers
- American Council of Engineering Companies

EXPERIENCE:

Mr. Cosper is a member of the Board of Directors and is the Vice President in charge of Design and CADD production for DMC Design Group, Inc. Mr. Cosper has twelve (12) years of progressively responsible design experience for a variety of civil engineering projects. He has become a specialist in the development of accurate CADD drawings for public improvement projects and is responsible for mentoring our team of CADD specialists in the latest uses of AutoCAD and Micro Station. Specific assignments have included the following:

- **Project Engineer, Moreno Townsite Drainage Improvement Project (Moreno Valley, CA)** – Responsible for the topographic surveying, base mapping, right-of-way mapping, and the design and preparation of PS&E's necessary for this Hazard Mitigation Grant Program (HMGP) funded project for proposed storm drain improvements within an existing single-family residential development in the City of Moreno Valley, including the re-grading and sloping of RCFC's Drainage Facility "F". The proposed storm drain improvements will replace the existing undersized surface drainage facilities.
- **Project Engineer, Day Street Roadway and Storm Drain Improvement Project (Moreno Valley, CA)** – Responsible for the design and preparation of construction documents required to address existing drainage deficiencies on a 690-foot segment of Day St. immediately south of Cottonwood Ave. Proposed improvements included full-width street improvements, Type 8 integral PCC curb and gutter, PCC sidewalks and driveways, and approximately 220 linear feet of 30" diameter RCP storm drain, 65 linear feet of 24" diameter RCP storm drain, two (2) PCC catch basins, four (4) parkway culverts, a junction structure, a storm drain manhole and other associated storm drain improvements.
- **Lead Design Engineer, Heacock Street Improvement Project (Moreno Valley, CA)** – Responsible for warrants analysis/traffic study of two (2) intersections, and the design and preparation of ultimate roadway widening, traffic signal installation and curb, gutter and sidewalk infill improvements to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road.
- **Project Engineer, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for the preparation of geometric approval drawings, a Project Study Report, environmental clearance, utility clearance, right-of-way mapping and acquisition services, preliminary design and the preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 9,000 foot segment of Alessandro Boulevard, from I-215 to Frederick Street.
- **Project Engineer, Riverside Drive (SR 79)/Grand Avenue Intersection Improvement Project (Lake Elsinore, CA)** – Responsible for the preparation of geometric concept approval plans, environmental clearance, utility clearance, right-of-way mapping, design and the preparation of construction documents for roadway widening improvements to portion of Riverside Drive (SR 79) and Grand Avenue, and the installation of a traffic signal at the intersection of Riverside Drive and Grand Avenue in the City of Lake Elsinore. Specific improvements include:
 - Roadway widening improvement to an 800-foot segment of the northerly side of Riverside Drive east of Grand Avenue to its ultimate width;



- Roadway widening improvement to an 800-foot segment of the westerly side of Riverside Drive south of Grand Avenue;
- Roadway widening improvements to a 300-foot segment of Grand Avenue immediately north of Riverside;
- PCC curb and gutter on the southerly side of Riverside Drive (SR-74) at the intersection of Riverside Drive and Grand Avenue.
- **Project Engineer, Heald Avenue/Sumner Avenue Roadway Rehabilitation/Widening Improvement Project (Lake Elsinore, CA)** – Responsible for the pavement evaluation, topographic survey, concept alignment study, design and preparation of PS&E’s for necessary pavement rehabilitation improvements to 5,900-foot segments of Sumner Avenue and Heald Avenue, beginning at Main Street and ending at Chaney Street, in the City of Lake Elsinore, including:
 - Placement of a two (2) inch AC overlay between the existing edges of pavement;
 - Limited “dig-out” removal and reconstruction repairs to failed roadway structural sections;
 - Removal and reconstruction repairs to areas having less than 3” of existing asphalt concrete;
 - Placement of an one (1) inch AC leveling course;
 - Placement of Petro-mat material;
 - Crack sealing;
 - Removal and replacement of existing non-compliant ADA access ramps;
 - Signing and striping per MUTCD and Caltrans standards;
 - Installation of missing survey monuments, adjustment of water/gas valve covers and manhole covers;
 - Installation of required ADA handicap ramp improvements.
- **Project Engineer, El Dorado Colonia Street Improvement Project (El Centro, CA)** – Responsible for the design and preparation of PS&E’s required to construct roadway widening, storm drain and curb, gutter and sidewalk infill improvements for a 2,500 foot segment of Eighth Street, lying between El Dorado Avenue to the north and the North Date Canal to the south, that matches the improved portion of Eighth Street south of North Date Canal.
- **Project Engineer, Second Street Improvement Project (Norco, CA)** – Responsible for the preparation of pavement evaluations, hydraulic/drainage studies, right-of-way mapping and acquisitions, and the design and preparation of final PS&E’s required for the proposed roadway rehabilitation, overlay and widening improvements to a 1,500 foot portion of Second Street. This project included the acquisition of fourteen (14) parcels, including the complete take involving a residential structure, necessary for project right-of-way. DMC was also responsible for the preparation of right-of-way maps, legal descriptions, plat maps, appraisal reports, property owner contact and negotiation, preparation of a relocation plan and property owner relocation assistance, and final closure on all acquisition agreements for the fourteen (14) parcels acquired for this project.
- **Project Engineer, Hamner Avenue Roadway Widening Improvement Project (Norco, CA)** – In coordination with the development of a 122 acre equestrian recreation and related-use facility located on the easterly side of Hamner Avenue immediately north of the Santa Ana River Bridge, the City of Norco and Riverside County Transportation Department, DMC designed and prepared PS&E’s for the construction of ultimate urban arterial improvements to a 3,600 foot segment of Hamner Avenue immediately adjacent to the proposed development.
- **Project Engineer, Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for CEQA/NEPA environmental clearance, design and preparation of PS&E’s for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350 foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs. The storm drain improvements involved the extension of RCFC’s Palm Springs Line 9 of the Master Plan Drainage for Palm Springs and connection to the Baristo Channel. Because of the federal funding involved with the project, DMC was responsible for obtaining a CEQA/NEPA environmental clearance on this project. This project also required the preparation of a comprehensive drainage study and coordination with the Riverside County Flood Control District to convey the storm waters to existing RCFC master planned facilities (Baristo Channel).

EDUCATION:

Professional Management Training

California State University, San Diego

B.S., Civil Engineering – 1996

California State Polytechnic University, Pomona

REGISTRATION:

California Registered Civil Engineer License No. 61860

California Registered Land Surveyor License No. 8716

EXPERIENCE:

Mr. Artiga will be the Survey Manager assigned to DMC and is responsible for providing all topographic survey needs required for this project. Mr. Artiga has over sixteen (16) years of extensive experience in all facets of topographic and boundary surveying, base mapping and land development design, including rough/precise grading, street improvements, water/sewer/storm drain improvements and earthwork calculations for public works projects and private developers. He has been responsible for the comprehensive topographic/boundary surveys for most of the following projects. He has also been responsible for the preparation of sewer studies and other technical studies, and design and preparation of PS&E's for public improvement projects, including major pipeline facilities for regional water districts and reservoir tanks. Specific project experience includes:

- **Survey Manager, Moreno Townsite Drainage Improvement Project (Moreno Valley, CA)** – Responsible for the topographic surveying and mapping required to design the proposed storm drain improvements within an existing single-family residential development in the City of Moreno Valley.
- **Survey Manager, Day Street Roadway and Storm Drain Improvement Project (Moreno Valley, CA)** – Responsible for the topographic surveying and mapping required to design and prepare PS&E's for 1,000 LF of 24" to 36" diameter storm drain, and the re-profiling and reconstruction of a seven hundred (700) foot segment of Day Street south of Cottonwood Avenue in the City of Moreno Valley.
- **Project Engineer, Riverside Drive (SR 79)/Grand Avenue Intersection Improvement Project (Lake Elsinore, CA)** – Responsible for the topographic surveying and mapping required to design and prepare PS&E's for roadway widening improvements to portion of Riverside Drive (SR 79) and Grand Avenue, and the installation of a traffic signal at the intersection of Riverside Drive and Grand Avenue in the City of Lake Elsinore.
- **Project Engineer, Heald Avenue/Sumner Avenue Roadway Rehabilitation/Widening Improvement Project (Lake Elsinore, CA)** – Responsible for the topographic surveying and mapping required to design and prepare PS&E's for roadway rehabilitation and widening improvements to 5,900-foot segments of Heald Avenue and Sumner Avenue in the City of Lake Elsinore, CA.
- **Survey Manager, Agua Caliente Cultural Museum Road/Drainage Improvement Project (Palm Springs, CA)** – Responsible for the topographic surveying and mapping required to design and prepare PS&E's for this Federal Aid project. Improvements included the widening of a six hundred fifty (650) foot segment of Hermosa Drive and a 700-foot extension of Hermosa Drive, 1,300 feet of local storm drain improvements and access to the proposed Agua Caliente Cultural Museum in the City of Palm Springs.
- **Survey Manager, Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)** – Responsible for the topographic surveying and mapping required to design and prepare PS&E's for roadway widening and storm drain improvements for 14,500 feet of neighborhood roads, including pavement rehabilitation, curbs, gutters, sidewalks, access ramps, street lights and storm drains in the Los Serranos neighborhood of Chino Hills.
- **Survey Manager, Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)** – Responsible for the topographic surveying and mapping required to design and prepare PS&E's for landscaped median, roadway, traffic calming and storm drain improvements to 7,500 foot segment of Calimesa Boulevard.
- **Survey Manager, Citywide Slope Repairs (Lake Elsinore, CA)** – Responsible for the topographic surveying and mapping required to design and prepare PS&E's for repair improvements to various slopes throughout the City of Lake Elsinore damaged by recent winter events. Also responsible for providing construction staking during construction stage of the project.

EDUCATION:

B.S., Civil Engineering
California Polytechnic State University, Pomona

REGISTRATION:

California Registered Civil Engineer

EXPERIENCE:

Mr. Stanton has designed and managed many types of Civil Engineering projects and has an extensive background in surveying. He has been responsible for studies, designs and management of public and private projects throughout Southern California. In addition, he has worked extensively with Riverside County Waste Management providing engineering and field surveying services for the construction, expansion and maintenance of landfill sites all over Riverside County. Specific assignments have included the following:

- **Design Engineer, Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's for storm drain improvements to a 1,350 foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs. The storm drain improvements involved the extension of RCFC's Palm Springs Line 9 of the Master Plan Drainage for Palm Springs and connection to the Baristo Channel.
- **Design Engineer, Second Street Improvement Project (Norco, CA)** – Responsible for the design and preparation of PS&E's for the proposed storm drain improvement to the intersection of Second Street and the I-15 Northbound On/Off Ramp.
- **Design Engineer, Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)** – Responsible for the analysis and preparation of an extensive drainage study required to identify required drainage improvement to a portion of Lake Forest Drive. The drainage improvements were required to address undersized drainage facilities that caused periodic flooding of all lanes of this arterial street. Once the required facilities were located and sized through the drainage analysis, DMC was responsible for the preparation of PS&E's necessary to construct these facilities.
- **Design Engineer, Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)** – Responsible for the design and preparation of PS&E's for the proposed storm drain improvements to 14,500 feet of neighborhood roads in the City of Chino Hills.
- **Design Engineer, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for the design of proposed storm drain improvements to a 6,600 foot segment of Alessandro Boulevard, from Old 215 Road to Frederick Street.
- **Design Engineer, Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)** – Responsible for the design and preparation of PS&E's for proposed storm drain improvements to a 3,900 foot segment of Calimesa Boulevard, from Avenue L to Sandalwood Drive, in the City of Calimesa.
- **Design Engineer, Floodway Improvements (Victorville, CA)** – Engineer for approximately 800 feet of concrete trapezoidal storm channel, including spillway with baffle walls in the City of Victorville. The construction of the channel allowed for development of the property and provides a possible future connection point for proposed Caltrans improvements.
- **Design Engineer, El Dorado Colonia Street Improvement Project (El Centro, CA)** – Responsible for the design and preparation of PS&E's required for proposed storm drain improvements for a 2,500 foot segment of Eighth Street, lying between El Dorado Avenue to the north and the North Date Canal to the south.
- **Design Engineer, Debris Basin Improvement Project (Los Angeles County, CA)** – Engineer on hydrology study and design of debris basins for approximately three (3) square miles of drainage area, related to the development of a residential subdivision in the county of Los Angeles.
- **Design Engineer, Bear Valley Road Sewer Main Extension Project (Apple Valley, CA)** – Engineer for 1 ½ miles of sewer main extension along Bear Valley Road, in the Town of Apple Valley, including a sewer lift station. This project was part of the development of the Apple Valley Plaza. The construction of these facilities allowed for expansion of the sewer service area.

EDUCATION:

M.E., Civil Engineering
Brigham Young University, Provo, UT

B.S., Civil Engineering
Brigham Young University, Provo, UT

AFFILIATION:

American Society of Civil Engineers

REGISTRATION:

California Registered Civil Engineer

EXPERIENCE:

Mr. Gunther has over twenty-six (26) years of design and management experience in a wide variety of projects including land development, public works, sanitary engineering, hydrology and post-tension design. Specific assignments have included the following:

- **Design Engineer, Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's for roadway improvements to a 1,350 foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel, in the City of Palm Springs.
- **Design Engineer, Second Street Improvement Project (Norco, CA)** – Responsible for the design and preparation PS&E documents for roadway improvement to the intersection of Second Street, from I-15 to Corona Avenue, in the City of Norco.
- **Design Engineer, Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)** – Responsible for the design and preparation of PS&E's for roadway improvement to portions of Lake Forest Drive damaged by an inadequate drainage system.
- **Design Engineer, Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)** – Responsible for the design and preparation of PS&E's for the proposed storm drain improvements to 14,500 feet of neighborhood roads in the City of Chino Hills.
- **Design Engineer, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for the design of proposed improvements to a 6,600 foot segment of Alessandro Boulevard, from Old 215 Road to Frederick Street.
- **Design Engineer, Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)** – Responsible for the design and preparation of PS&E's for proposed roadway improvements to a 3,900 foot segment of Calimesa Boulevard, from Avenue L to Sandalwood Drive, in the City of Calimesa Boulevard.
- **Design Engineer, El Dorado Colonia Street Improvement Project (El Centro, CA)** – Responsible for the design and preparation of PS&E's required for proposed roadway improvements for a 2,500 foot segment of Eighth Street, lying between El Dorado Avenue to the north and the North Date Canal to the south.
- **Design Engineer, Mesquite Avenue Roadway Widening Improvement Project (Palm Springs, CA)** – Responsible for the design and preparation of PS&E's for roadway widening and rehabilitation improvements to a 3,000 foot portion of Mesquite Avenue in the City of Palm Springs
- **Design Engineer, Thirteen (13) Mile Sewer Line Project (Los Angeles County, CA)** – Prepared alignment studies and final design of approximately thirteen (13) miles of 48-90 inch diameter outfall sewer lines for the County Sanitation Districts of Los Angeles County. Much of the alignment traversed major streets and required extensive utility coordination and relocations, traffic control and interfacing with various agencies. This project also included the design of several major junction structures, inverted siphons and tunnels.
- **Design Engineer, Alignment Study of a Thirty-Nine (39) Mile Lake Nacimiento Pipeline (San Luis Obispo County, CA)** – Designed a thirty-nine (39) mile segment of a water delivery pipeline. The pipeline ranged from 24-42 inches in diameter and was pre-designed for the purpose of delivering water from Lake Nacimiento, California to the cities of San Miguel, Paso Robles, Templeton, Atascadero, Santa Margarita, San Luis Obispo and the surrounding areas.



EDUCATION:

A.A., 1978 General Studies
Lassen Community College

EXPERIENCE:

Ms. McConaughy is the owner of DMC Design Group and responsible for the day-to-day direction of the firm's resources. She has sixteen (16) years of experience in utility coordination and specification preparation for numerous civil engineering projects, especially in the area of municipal improvement and site development projects. Through her efforts to coordinate the improvement projects with utility companies, Ms. McConaughy has developed an extensive database of utility contacts in Orange, Los Angeles, Imperial and Riverside Counties and has been very successful in having utilities respond to utility notifications. The skills and experience she has developed over the last fourteen (14) years allows her to quickly obtain record plans and research documents necessary for site development and municipal improvement projects. Specific assignments have included the following:

- **Utility Coordinator, Heacock Street Improvement Project (Moreno Valley, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for utility notifications of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Graham Street Improvement Project (Moreno Valley, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Moreno Townsite Drainage Improvement Project (Moreno Valley, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, El Dorado Colonia Street Improvement Project (El Centro, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Second Street Improvement Project (Norco, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Hamner Avenue Roadway Widening Improvement Project (Norco, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Line 21/22 Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Los Serranos Neighborhood Infrastructure Improvement Project (Chino Hills, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.
- **Utility Coordinator, Lake Forest Drive Drainage Improvement Project (Lake Forest, CA)** – Responsible for utility notifications and conflict resolution of proposed street improvements and existing utilities. Also responsible for the accurate mapping and field potholing of utilities.

EDUCATION:

Teaching Credentials, 1995, CADD
California State University, Long Beach

AFFILIATION:

- American Public Works Association
- American Society of Civil Engineers
- American Council of Engineering Companies

REGISTRATION:

CADD Certification (1994) – AutoDesk University
CADD Certification (1986) – Fullerton Junior College, CA
ROP Program – Orange Unified School District

EXPERIENCE:

Mr. Kirk has twenty-two (22) years of increasingly responsible computer automated drafting experience and (6) six years with DMC Design Group, including the development and implementation of the overall drafting standards for DMC. He received a teaching credential from California State University at Long Beach in CADD and has used this skill to teach DMC's stable of young CADD operators the correct way to prepare comprehensive plans for municipal improvement projects. Mr. Kirk has been DMC's CADD Manager for nearly two (2) years, applying his skills and experience to many projects involving site development, utility extensions, parking lot expansions and enhancements, landscape, irrigation and lighting improvements and street improvements. Specific assignments have included the following:

- **Mapping Manager, Heacock Street Improvement Project (Moreno Valley, CA)** – Responsible for the base map development and CADD drafting required for the preparation of PS&E documents for ultimate roadway widening, traffic signal installation and curb, gutter and sidewalk infill improvements to a 2.75 mile segment of Heacock Street, from Cactus Avenue to San Michele Road.
- **Mapping Manager, Alessandro Boulevard Street Improvement Project (Moreno Valley, CA)** – Responsible for the base map development and CADD drafting required for the preparation of PS&E documents for ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes) to a 9,000 foot segment of Alessandro Boulevard, from I-215 to Frederick Street.
- **Mapping Manager, Graham Street Improvement Project (Moreno Valley, CA)** – Responsible for the base map development and CADD drafting required for the preparation of PS&E documents for ultimate roadway widening and curb, gutter and sidewalk infill improvements to a 0.35 mile portion of Graham Street in the City of Moreno Valley.
- **Mapping Manager, Moreno Townsite Drainage Improvement Project (Moreno Valley, CA)** – Responsible for the base map development and CADD drafting required for the preparation of PS&E documents for the proposed storm drain improvements within an existing single-family residential development in the City of Moreno Valley.
- **Mapping Manager, Calimesa Boulevard Corridor Improvement Project (Calimesa, CA)** – Responsible for the base map development and CADD drafting required for the preparation of PS&E documents for street lighting, pavement rehabilitation, storm drain and on-street parking improvements to a one (1) mile segment of Calimesa Boulevard (Sandalwood Drive to Avenue L – Phase 1) and a half mile segment of Calimesa Boulevard (Avenue L to County Line Road – Phase 2).
- **Mapping Manager, El Dorado Colonia Street Improvement Project (El Centro, CA)** – Responsible for the base map development and CADD drafting required for the preparation of PS&E documents for roadway widening, storm drain and curb, gutter and sidewalk infill improvements for a 2,500 foot segment of Eighth Street, lying between El Dorado Avenue to the north and the North Date Canal to the south.
- **Mapping Manager, Second Street Improvement Project (Norco, CA)** – Responsible for the base map development and CADD drafting required for the preparation of PS&E documents for the proposed roadway rehabilitation, overlay and widening improvements to a 1,500 foot portion of Second Street.
- **Mapping Manager, Hamner Avenue Improvement Project (Norco, CA)** – Responsible for the base map development and CADD drafting required for the preparation of PS&E documents for the proposed arterial improvements to a 3,600 foot segment of Hamner Avenue immediately adjacent to the proposed development.



EDUCATION:

M.S., Structural Engineering

University of California, Berkeley, CA

B.S., Civil Engineering

National Taiwan University, Taiwan

AFFILIATION:

- American Public Works Association
- American Society of Civil Engineers
- American Council of Engineering Companies

REGISTRATION:

- California Registered Civil Engineer License No. 49364
- California Structural Engineer License No. S4027

EXPERIENCE:

Mr. Lu has dedicated his entire career to planning and design of major freeway and highway bridge projects involving more than fifty (50) bridges throughout much of southern California and Riverside County. His professional design experience includes planning and design of highway and railroad bridges, river crossings and non-standard earth retaining structures. Mr. Lu has a successful track record of working with Caltrans District Local Assistance and Headquarters Structures, RCTC, Riverside County Transportation Department, and numerous cities throughout southern California. He recently completed planning studies for five (5) complex connector structures at the SR-91/I-15 Interchange in the County of Riverside, and is currently leading a team to finalize bridge design study of three (3) river crossings over the Whitewater River and the Los Angeles River. Recent project experiences include the following projects:

- **Lead Bridge Engineer, Cathedral Canyon Drive Low Water Crossing Replacement, Cathedral City, CA** – Responsible for planning study, HBP funding application and authorizations, and various environmental and final design phases of the project to replace a low water crossing with a new bridge over the Whitewater River. The project is in the final design phase. The proposed new bridge is about 600 feet long to accommodate RCFCD's 100-Year Flood and CVWD's Standard Project Flood. The total project cost is about \$20 million.
- **Lead Bridge Engineer, Date Palm Drive & Palm Drive / I-10 Interchanges, Cities of Cathedral City and Palm Springs, CA** – Responsible for approximately \$15 million projects (bridge cost) to prepare final bridge PS&E for replacement of one (1) 2-span freeway overcrossing and widening of one (1) 4-span bridge over I-10. Both projects converted the existing tight diamond interchanges into partial cloverleaf interchanges.
- **Lead Bridge Engineer, Foothill Blvd. Bridge over North Big Tujunga Wash, Los Angeles, CA** – Responsible for final design of a 12-span 650 foot river crossing. Features of the project include bridge widening, complete superstructure replacement, seismic retrofitting, architectural enhancements and channel improvements. The construction cost is approximately \$10 million.
- **Senior Bridge Engineer, North Main Street Bridge over Los Angeles River, Los Angeles, CA** – Responsible for specifications, structural design check and quality control review for seismic retrofit of a historic arch bridge over Los Angeles River. The HBP-funded Bridge consists of complex structural elements, including arch-rib spans and spandrel columns.
- **Project Engineer, I-10 Median Lane Addition PS&E, Redlands, CA** – Responsible for final bridge PS&E for widening of 11 bridges along 6 miles of I-10 median in the City of Redlands.

EDUCATION:

M.S., Civil Engineering

Rensselaer Polytechnic Institute, Troy, NY

B.S., Civil Engineering

Rensselaer Polytechnic Institute, Troy, NY

AFFILIATION:

- American Public Works Association
- American Society of Civil Engineers
- American Council of Engineering Companies

REGISTRATION:

- California Registered Civil Engineer License No. 62375
- California Geotechnical Engineer License No. 2641

EXPERIENCE:

Mr. Saiid Mr. Saiid has over twenty three (23) years of geotechnical engineering and materials testing experience involving public work projects, including street rehabilitation, bridges, public buildings, pipelines and water facilities in Riverside County. He is practiced in geotechnical site investigations, foundation design, buttress and structural landslide mitigation, seismic hazard evaluations and mitigation design, grading control, ground improvement, pipelines, pavement, and forensic evaluations. Further, Mr. Saiid contributes to the success of construction projects by interacting with the project team during the planning and design phase, and providing cost-effective solutions for unexpected/challenging geologic conditions during construction. Recent project experiences include the following projects:

- **Project Manager, Heacock Bridge Widening, Moreno Valley, CA** – Responsible for geotechnical investigations and final recommendations related to proposed widening improvements of Heacock bridge located along the east side of March Airfield. The existing single-span (boxculvert) bridge will be removed and replaced with a four-celled Reinforced Concrete Box (RCB) to accommodate four (4) lanes including a continuous turn lane and sidewalks. Design of the box culvert, earthwork construction and pavement sections followed Caltrans Local Assistance Procedures Manual (LAPM) and design Standards.
- **Project Manager, Lasselle Street Road Widening, Moreno Valley, CA** – Responsible for geotechnical investigations and final recommendations related to widening improvements of a 5,280-linear foot segment of Lasselle Street between Alessandro Boulevard and John F. Kennedy Drive. Leighton implemented various field and laboratory testing methods to provide cost effective measures for the removal/protection of on-site granitic rock slope/outcropping. The measures included installation of rock anchors, selective removal of loose rocks from the slope face, laying the slope back to a flatter slope face angle where feasible, or a combination of any of these methods.
- **Project Manager, Cactus Avenue and Nason Street Improvements, Moreno Valley, CA** – Responsible for geotechnical investigations and final recommendations related to pavement design and earthwork recommendations during development of the PS&E for the proposed improvements. Responsibilities included field investigations and close coordination and meetings with City and project team staff to produce the project plans and specifications in a timely manner.
- **Ivy Street Bridge over Murrieta Creek Improvements, Murrieta, CA** – Project Manager responsible for development of geotechnical recommendations and material testing services during construction, including the review and monitoring of compaction grouting procedures, which were implemented for the purpose of improving the underlying alluvial deposits and mitigate liquefaction potential. Leighton's responsibilities included performing Gamma-Gamma Logging (GGL) and Cross-Sonic Logging (CSL) of all piles per Caltrans Standard Specifications. Leighton also provided soils and materials testing during fill placement for bridge approaches, concrete box girders, curb & gutter, sidewalks, paving, and associated appurtenances.
- **Old Town Parking Structure, Temecula, CA** – Project Manager/Geotechnical Engineer during design and construction phases. Services included field observation and testing services during rough grading of the civic center building pad and infrastructure work associated with the four-story parking structure, community facilities, retail lots, and street pavement.



EDUCATION:

B.S., 1981, Political Science

California State University, Stanislaus

AFFILIATION:

American Planning Association

American Institute of Certified Planners

EXPERIENCE:

Mr. Teague is a principal with PMC and manages our San Diego office. He brings considerable experience to projects, with over twenty-five (25) years of planning experience with communities throughout California. With extensive experience as both a public agency and private planner, Mr. Teague understands both sides of the development equation. His specialty is public presentations, and he has an ability to coordinate a variety of interests on the same project. He has conducted public outreach in conjunction with a variety of controversial and complex projects such as sewer plant expansions, fee increases, regional shopping center construction, and affordable housing. In addition to his public speaking skills, Mr. Teague is a superb writer with the ability to explain complex issues to a general audience. For the past seven (7) years, he focused his professional work on the northern counties of Shasta, Butte, Siskiyou, and Tehama and has worked on or with nearly every major development that has been proposed or constructed in this area. Specific assignments have included the following:

- **Environmental Manager, Moreno Townsite Drainage Improvement Project (Moreno Valley, CA)** – Responsible for the environmental clearance of proposed Hazard Mitigation Grant Program (HMGP) funded project involving storm drain improvements within an existing single-family residential development in the City of Moreno Valley and the re-grading and sloping of RCFC's Drainage Facility "F".
- **Environmental Manager, Riverside Drive/Grant Avenue Intersection Improvement Project (Lake Elsinore, CA)** – Responsible for the environmental clearance for proposed roadway widening and signal installation improvements to SR 79 (Riverside Drive) and Grant Avenue in the City of Lake Elsinore, including preparation of a Caltrans approved IS/MND documents.
- **Environmental Manager, Agua Caliente Cultural Museum Roadway and Storm Drain Improvement Project (Palm Springs, CA)** – Responsible for CEQA/NEPA environmental clearance, required for arterial roadway widening/rehabilitation and storm drain improvements to a 1,350-foot segment of Hermosa Drive, from Tahquitz Canyon Way to the Baristo Channel and a Riverside County Flood Control (RCFC) maintained facility, in the City of Palm Springs.
- **Environmental Manager, Boulevard Fire Station (City of San Diego, CA)** – Responsible for preparation of an IS/MND for the Boulevard Fire Station project. The new station would consist of a single-story structure between 5,000 and 6,000 square feet in size, would include an apparatus bay, driveway, accessory building, well, and septic tank and would have a total construction footprint (area of disturbance) of approximately 30,000 square feet of the 17.5-acre parcel. Worked with a conceptual site plan to develop a construction envelope to allow the analysis to be completed.
- **Environmental Manager, Tennant Water System Replacement** – Completed an IS/MND and Categorical Exclusion for emergency replacement for a community water system that had failed. Replacement included a new well, several thousand feet of new water line and trenching along alleys and roadways lined with buildings dating to the 1920s. The project, scheduled for ARRA funding, had to be completed within forty-five (45) days to remain eligible. Project was completed on time, and under budget.
- **Environmental Manager, ACI Subdivision IS/MND (City of Eastvale, CA)** – Responsible for environmental analysis for a General Plan Amendment to and 145 unit single family subdivision along the Santa Ana River. The project area contained, a former horse racing track, ponds and a historic Desi Arnaz home. Completion of the analysis was complicated by previous permitting concerns of the Department of Fish and Game and the Army Corps of Engineers. The project was also under a short timeline due to probate and corporate laws. The project was completed within the timeline after meeting with the state and federal agency representatives to develop a mitigation strategy.
- **Environmental Manager, Intake Spring Water Line Replacement (McCloud Community Services District, CA)** – Project Manager for the initial study/mitigated negative declaration for a replacement project of a 17,000-foot redwood waterline that traversed private and federal lands and water ways requiring compliance with both CEQA and NEPA. Extensive interaction with public agencies and compliance with water quality issues.
- **Environmental Manager, Sewer Replacement Project (McCloud Community Services District, CA)** – Responsible for the preparation of a mitigated negative declaration for the replacement of several thousand feet of sewer line, involving two stream crossings and a wetland delineation. The State Water Quality Control Board required aspects of NEPA to be addressed in the CEQA document. Extensive interaction with public agencies and compliance with water quality issues.

EDUCATION:

M.S.C. – Advanced Candidate Biological Sciences, Conservation Biology Concentration

California State University, Sacramento

BA (cum laude), Biology and Zoology

Humboldt State University, Arcata, CA

REGISTRATION:

State of California, Department of Fish and Game Scientific Collector's Permit #1630

AFFILIATION:

The Wildlife Society of Wetland Scientists

EXPERIENCE:

Ms. Hunting has more than twenty (20) years of technical and practical experience working in California's diverse natural environments. She has twenty (20) years of experience in preparing and managing the preparation of environmental documents that comply with the requirements of the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), federal Endangered Species Act (ESA), California Endangered Species Act (CESA), California Public Utilities Commission, California Department of Transportation, State Reclamation Board, and local jurisdictions. She also has expertise in the preparation of US Army Corps of Engineers Individual and Nationwide Permit Applications, California Fish and Game Codes 1602 Streambed Alterations Agreements, Habitat Conservation Plans, Natural Community Conservation Plans, wetland delineation and restoration plans, biological resource assessments and mitigation programs, and implementation of habitat conservation and restoration plans. Ms. Hunting's experience also includes conducting public participation programs. Specific assignments have included the following:

- **Permits Manager, Felicita Creek Rehabilitation Regulatory Compliance (County of San Diego, CA)** – Responsible for assisting the County of San Diego in obtaining permits for a stream bank stabilization project in Escondido CA.
- **Biological Support Manager, Boulevard Fire Station Relocation, Project Manager (County of San Diego, CA)** – Responsible for preparing a constraints analyses and Biological Report for parcel evaluation as a component of the relocation of the Boulevard Fire Station.
- **Biological Support Manager, New High School Site (Santa Barbara County, CA)** – Responsible for preparation of a biological constraints analyses for several high school sites within the County of Santa Barbara. Presence of wetlands and endangered species were primary issues.
- **Biological Support Manager for the County of Merced, University of California, Department of Fish and Game, UC Merced, Community Federally Listed Vernal Pool Crustacean, Special-Status Plant, and San Joaquin Kit Fox/Fresno Kangaroo Rat Survey Programs, Project Manager** – Managed large team of field biologists in conducting the various studies identified in the title over a 10,000-acre area to inform university site selection and to support CEQA/ NEPA and permitting compliance processes.
- **Biological Support Manager, County of Merced, University of California, Department of Fish and Game, UC Merced, Community Wetlands Delineation Report, Project Manager** – Delineated 10,000-acre area to inform university site selection and to support CEQA/ NEPA and permitting compliance processes.
- **Biological Support Manager, County of Merced, University of California, Department of Fish and Game, UC Merced, County of Merced Biological Assessment, Project Manager** – Managed the preparation of the ESA Section 7 Biological Assessment for the University of California, Merced. The BA addresses nine (9) species.
- **Permitting Manager, Salinas Valley Solid Waste Authority Crazy Horse Sanitary Landfill (Salinas, CA)** – Responsible for managing the regulatory permitting required to implement the closure plan for the Crazy Horse Sanitary Landfill (CHSL), located on a 160-acre parcel in Salinas CA.
- **Task Manager, Santa Rosa Subregional Long-Term Wastewater Project EIR/EIS (City of Santa Rosa, CA)** – Responsible for management of \$2 million technical biological studies required to support the EIR/EIS and permit processes. Prepared biological sections of the EIR/EIS, comparing five (5) alternatives at an equal level of evaluation.
- **Biological Support Manager, Colusa Basin Drainage District, Department of Water Resources, Colusa Basin Integrated Watershed Management Program EIR (Colusa, Glenn, and Yolo Counties, CA)** – Responsible for managing permitting tasks, agency and public outreach, and CEQA compliance for a 220-acre flood detention basin including construction and operation of a 95-foot dam structure. Permits included Clean Water Act 404, 410, 1602 Streambed Alteration Agreement, and USFWS biological assessment.



EDUCATION:***B.A. – English, with a Minor in Technology Support***

State University of West Georgia – Carrollton, Georgia

EXPERIENCE:

Ms. Ware is an environmental planner with seven (7) years of experience with PMC. She prepares both CEQA and NEPA environmental documents and has experience with planning and environmental projects, issues, and documents, particularly with NEPA environmental review. Ms. Ware is involved with infrastructure projects and coordinating CEQA/NEPA with agencies as diverse as Caltrans and the US Army Corps of Engineers. Specific assignments have included the following:

- **Environmental Planner, General Plan Background Report Update and General Plan Update EIR (Medicino County)** – Researched and drafted sections of the updated General Plan Background Report and the Draft EIR. Responded to public comments as part of the Final EIR process. This project included an analysis of the potential environmental effects associated with implementation of the County’s General Plan update, which serves to identify planning goals and policies to guide future development within a twenty (20) year planning horizon.
- **Environmental Planner, Infrastructure Master Plan Update, Initial Study/MND (City of Livingston, CA)** – Prepared the Initial Study/MND. This project included updates to the City’s existing Infrastructure Master Plans, including Water Distribution, Wastewater Collection, Storm Drainage, Park and Recreation, and Roadways.
- **Environmental Planner, Sheldon/SR 99 General Plan Amendment and Rezone Initial Study and EIR, (City of Elk Grove, CA)** – Prepared the Initial Study and Notice of Preparation. The project proposed to change the General Plan land use designations and zoning designations of nineteen (19) parcels affected by the Sheldon/SR 99 Interchange Improvement Project.
- **Environmental Planner, Williamson Drive Sidewalk, NEPA Environmental Assessment (EA) (City of Elk Grove, CA)** – Prepared a NEPA EA/FONSI for the construction of a new 6-foot-wide sidewalk extending south from Elk Grove Boulevard to the Adult Community Training Center in Elk Grove. This project also included minor drainage infrastructure improvements, sprinkler system adjustments, and minor grading.
- **Environmental Planner, Curb, Gutter, and Sidewalk, NEPA Environmental Assessment (EA) (City of Elk Grove, CA)** – Prepared a NEPA EA/FONSI for the design and construction of curb, gutter, and sidewalk infill segments, as well as repairs to existing curb, gutter, and sidewalks of various lengths, at ten (10) separate project sites throughout Elk Grove.
- **Environmental Planner, White Rock Community Park Improvements Project, NEPA Environmental Assessment (EA) (Cordova Parks and Recreation District, Cordova, CA)** – Prepared a NEPA EA/FONSI for the substantial renovation and redevelopment of White Rock Community Park. The project included demolition of a community building and pool, construction of a recreation building, and development of a large “spray ground,” play area, and basketball courts. This project also included miscellaneous other amenities: picnic areas, benches, trash receptacles, soccer goals, small backstop, and pathway and landscape improvements.
- **Environmental Planner, HUD Environmental Documentation (Various Cities in CA)** – Prepared HUD environmental documentation, including Statutory Worksheets, RERs, and Environmental Assessments for the use and release of Community Development Block Grant (CDBG) and Neighborhood Stabilization (NSP) funds for the cities of Citrus Heights, Elk Grove, Lodi, Rancho Cordova, and Corona and Monterey County in California, the City of Albuquerque in New Mexico, and the City of Phoenix in Arizona.
- **Environmental Planner, Five-Year Plan Rehabilitation Project, NEPA Review (Housing Authority of the County of Butte, Butte County, CA)** – Prepared HUD environmental documentation for all projects scheduled for completion during the term of the Housing Authority’s Five-Year Plan. Projects included maintenance and modernization activities at thirteen (13) separate multi-family project sites throughout Butte County.

EDUCATION:***B.A. – Environmental Studies and Planning With a Minor in Biology***

California State University at Sonoma, Sonoma, CA

AFFILIATIONS:

- California Native Plant Society
- International Society of Arboriculture Certified Arborist (WE-7501A)

EXPERIENCE:

Mr. Myers is an environmental planner and air quality/greenhouse gas analyst working out of PMC's Chico office. He is involved in the preparation of initial studies/negative declarations, environmental impact reports, and other CEQA documents as well as providing air quality analysis, greenhouse gas emissions analysis, and environmental team support. Mr. Myers has extensive expertise conducting air quality analyses and a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of URBEMIS 9.2.4, CalLine 4, EMFAC 2011, CalEEMod, and all the Bay Area Air Quality Management District air quality and greenhouse gas analysis tools. He has experience with planning and environmental projects, issues, and documents. Specific assignments have included the following:

- **Air Quality Analyst, Agua Caliente Cultural Museum Roadway and Drainage Improvement Project (City of Palm Springs, CA)** – Mr. Myers serves as the air quality analyst for the CEQA and NEPA documents for roadway and drainage improvements in Palm Springs. The project consists of a program that was earmarked to develop and enhance public access to the new Agua Caliente Cultural Museum to be constructed at the southeast corner of Tahquitz Canyon Way and Hermosa Drive. This project also includes development of road and signage improvements to the museum.
- **Environmental Planner, Sunrise Boulevard/Hazel Avenue Interchange EIR/EA (City of Rancho Cordova, CA)** – The City of Rancho Cordova in cooperation with the Federal Highway Administration (FHWA), the California Department of Transportation (Caltrans), the US Bureau of Reclamation (USBR), and County of Sacramento, is proposing to construct a new interchange over US Highway 50 (US 50) between Sunrise Boulevard and Hazel Avenue in Rancho Cordova. The interchange would be a “south-only” connection and would also include construction of a new arterial street, called Rancho Cordova Parkway. Rancho Cordova Parkway would extend from the new interchange south to White Rock Road. Key environmental issue areas associated with this project include impacts to air quality, biological and visual resources, geology, hazardous materials, and traffic and circulation. Mr. Myers conducted a fuel consumption analysis and air quality assessment for this project.
- **Air Quality Analyst, Gridley Farm Labor Housing Rehabilitation MND/CE (Housing Authority, County of Butte, CA)** – The Gridley Farm Labor Housing Rehabilitation Project consists of the rehabilitation and modernization of various existing dwelling units and non-residential buildings along with upgrades to the on-site utility systems. In addition, the project will result in the demolition of twenty-four (24) existing structures that are not feasible to rehabilitate or are deemed unsafe for occupation. The project will result in the reduction of the total number of dwelling units within the project area from 130 to 86. Key environmental issue areas associated with this project included impacts to air quality, biological resources, hazardous materials, and traffic. Mr. Myers prepared the air quality and greenhouse gas analysis of these activities, which included substantial truck trips for the export of demolition material.
- **Air Quality Analyst, White Rock Community Park Improvements Project NEPA Environmental Assessment (EA) (Cordova Parks and Recreation District, City of Cordova, CA)** – Mr. Myers prepared a toxic air contaminant analysis for a NEPA EA/FONSI for the substantial renovation and redevelopment of White Rock Community Park. The edge of the project boundary is adjacent to US Highway 50, and the analysis was conducted in order to determine potential health risks to sensitive receptors resulting from the traffic on US Highway 50. With the guidance of the local air quality district and Caltrans, Mr. Myers developed toxic air contaminant mitigation to reduce potential health risks.
- **Air Quality Analyst, Walnut Interchange Project Initial Study with proposed Mitigated Negative Declaration/Categorical Exclusion (City of Greenfield, CA)** – Mr. Myers is the air quality/greenhouse gas analyst for the preparation of a regional and local air quality conformity analysis, carbon monoxide “hotspot” analysis, and greenhouse gas modeling for the California Department of Transportation and City of Greenfield proposal to address long-range transportation improvements in Greenfield.
- **Air Quality Analyst, 2010 Circulation Element EIR (City of El Paso de Robles, CA)** – The Circulation Element Update considers a different approach to mobility than traditional circulation planning, as it emphasizes pedestrian, bicycle, and transit systems and focuses on increasing the efficiency of the vehicle network, with a de-emphasis on roadway widening. Mr. Myers conducted the air quality analysis for the 2010 Circulation Element, which concluded that pollutant emissions would actually decrease with project implementation in the long term compared with maintaining the circulation policies of the previous Circulation Element. In addition, Mr. Myers prepared the greenhouse gas analysis, which similarly concluded that emissions would be reduced on a per capita basis over both baseline and business-as-usual conditions.

EDUCATION:

B.S. – Civil Engineering
University of California, Irvine

AFFILIATION:

Institute of Transportation Engineers

PROFESSIONAL PROFILE:

2010-Present, Trames Solutions, Inc. – Senior Engineer
2000-2009, Urban Crossroads, Inc. – Senior Engineer
1994-2000, RKJK & Associates, Inc. – Senior Engineer
1990-1994, DKS Associates, Inc. – Transportation Engineer
1990-1991, Linscott, Law and Greenspan – Intern
1989-1990, Castillo Company – Photo Coordinator

REGISTRATION:

California Registered Civil Engineer
California Registered Traffic Engineer

AREAS OF EXPERTISE:

Transportation Planning and Engineering
Traffic Impact Analysis
Travel Demand Modeling
On-Call Consulting Services for Public Agencies
Route-To-School Development
Signal Timing and Progression Analysis
Warrants Analysis Studies
Traffic Signal Designs
Parking Studies

EXPERIENCE:

Mr. Sato has worked throughout northern and southern California and Nevada on general and specific plan updates, transit modeling, traffic forecasting, circulations plans and warrants analysis studies for public agencies, including the development of travel demand models for the Aliso Viejo core area, the Eastvale Community Plan, and for the cities of Palm Desert and La Quinta. His current emphasis is on the preparation of traffic impact studies throughout Riverside and San Bernardino Counties. Specific assignments have included:

- **Traffic Engineer, Spring Mountain Ranch Traffic Analysis (Riverside County, CA)** – Responsible for overseeing the preparation of the traffic study. The project consisted of a residential development with two (2) schools.
- **Traffic Engineer, Nohl Canyon Traffic Analysis (Anaheim, CA)** – Responsible for the preparation of a traffic study from its initial scoping phase through approval by the Anaheim City Council, consisting of a buried 10 MG pre-stressed concrete circular tank within the footprint of the existing Olive Hills Reservoir. Fully loaded trucks would have to pass through a residential community and an elementary school in order to access the project site.
- **Traffic Engineer, Grand Terrace Medical Office (Grand Terrace, CA)** – Responsible for the preparation of a traffic study for a proposed medical office building. The project consisted of a 7,500 square foot medical office building located on the corner of Barton Road/Preston Street in the City of Grand Terrace.
- **Traffic Engineer, Washington Street Condominiums Traffic Study (Colton, CA)** – Responsible for the preparation of a traffic study for a proposed residential development involving a 147 unit condominium project located off Washington Street in the City of Colton.
- **Traffic Engineer, Canyon Springs Commercial Development Traffic Study (Riverside, CA)** – Responsible for overseeing the preparation of the traffic study for a proposed commercial development. The project consisted of a mixture of commercial retail, office, and restaurants.

EDUCATION:

Traffic Institute, 1996, North Western University
Flour Daniel Civil Design, 1992, Irvine, CA
Flour Daniel Structural Design, 1991, Irvine, CA
Pheonix Institute of Technology, 1989, Arizona
Oregon State University, 1981 – 1982

PROFESSIONAL PROFILE:

2009-Present, Trames Solutions, Inc. – Principal Designer
2001-2009, Urban Crossroads, Inc. – Principal Designer
1993-2001, RKJK & Associates, Inc. – Senior Designer
1991-1992, LEDCOR Industries – Engineering Aide
1990-1991, Flour Daniel Corporation – Designer
1989-1990, Castillo Company – Photo Coordinator
1979-1989, Local 12 Operating Engineers – Surveyor/Operator

EXPERIENCE:

Blaine Werner has worked professionally in traffic engineering design since 1993. His work history, dating to back to 1979, started in heavy construction of roadways, dams, dikes, tunneling and underground utilities, helping to bring about a real world perspective to the design process and enhance his ability to assist with the construction management portion of most any project. He has worked on projects for public agencies such as the City of Irvine, City of Perris, City of Mission Viejo, the Moulton-Niguel Water District, County of Orange Sanitation Department, Los Angeles Unified School District and Eastern Municipal Water District. Over the past twenty-two (22) years Mr. Werner has been involved in well over five hundred (500) signal design, striping and traffic control projects, including the following traffic signal improvement projects completed for DMC Design Group, Inc.:

- *Heacock Street and Iris Avenue (Moreno Valley, CA)*
- *Alessandro Boulevard and Old 215 Road (Moreno Valley, CA)*
- *Second Street and I-15 NB On/Off Ramp (Norco, CA)*
- *Hamner Avenue and Citrus Street (Norco, CA)*
- *Alessandro Boulevard and Day Street (Moreno Valley, CA)*
- *Day Road/East Parking Lot (Ventura Community College, Ventura, CA)*
- *Adams Street/Lincoln Avenue Parking Lot Entry (Riverside Public Utility, Riverside, CA)*

Additional traffic signal improvement projects include:

- *Washington Street at 41st Avenue (Palm Desert, CA)*
- *Gerald Ford Drive at Technology Drive (Palm Desert, CA)*
- *Gerald Ford Drive at Metroplex Way (Palm Desert, CA)*
- *Portola Avenue at Chaparral Drive (Palm Desert, CA)*
- *Portola Avenue at Hovley Lane East (Palm Desert, CA)*



EDUCATION:

Paralegal Certificate

Southern California College of Business and Law

Real Property Coursework

Victor Valley Community College

AFFILIATION:

- Representative – International Local Public Agency Committee, International Right-of-Way Assoc. (IRWA)
- President – International Right of Way Association, Chapter 57
- Treasurer 2010-2011 – WTS (Advancing Women in Transportation), Inland Empire Chapter
- Member – California Redevelopment Association (CRA)
- Member – California Association for Local Economic Development (CALED)

REGISTRATION:

- Real Estate License, California

EXPERIENCE:

Ms. Reed has over sixteen (16) years of progressively responsible experience in the right-of-way acquisition industry. As a Senior Project Manager for Overland, Pacific and Cutler, Inc., she is responsible for communicating project goals and objectives to the right-of-way team, overseeing the achievement of those project goals and objectives by the right-of-way team and for building trust between the client and the right-of-way team. She is knowledgeable of federal, state and local laws, regulations and policies related to eminent domain, easements, rights-of-entry, real estate title, and other right-of-way technical and legal activities. Ms. Reed is very involved with the International Right-of-Way Association (IRWA), acting as Region 1 Representative of the Local Agency Committee and formerly as the President of Chapter 57. She has held various positions with the IRWA since 1999. Specific assignments during the last five (5) years include the following projects:

- **Project Manager, Inland Valley Development Agency (IVDA)** – Provided right-of-way acquisition and clearance support services to the IVDA on the following capital improvement projects:
 - *Tippecanoe Avenue Improvement Project (five (5) permanent acquisitions and three (3) right-of-entry acquisitions)*
 - *Central Avenue Improvement Project (ten (10) permanent acquisitions and fifty (50) right-of-entry acquisitions)*
 - *Lena Road Improvement Project (two (2) permanent acquisitions)*
- **Project Manager, City of Moreno Valley** – Provided right-of-way acquisition and clearance support services to the City of Moreno Valley on the following capital improvement projects:
 - *SR60 at Nason Street Interchange Improvement Project (six (6) permanent acquisitions)*
 - *SR60 @ Moreno Beach Interchange/Nason Street/Moreno Beach Drive Overcrossing Improvement Project (twenty-two (22) permanent acquisitions)*
- **Project Manager, Riverside County Transportation Commission (RCTC)** – Provided right-of-way acquisition and clearance support services to the RCTC on the following capital improvement projects:
 - *I-215 Central Widening Project (thirty-eight (38) permanent and temporary acquisitions)*
- **Project Manager, County of Riverside** – Provided right-of-way acquisition and clearance support services to the County of Riverside on the following projects:
 - *Corona CHA Project (relocation of two (2) businesses and five (5) tenants)*
 - *Eastvale Fire Station Project (three (3) permanent acquisitions and two (2) relocations)*
 - *I-215 @ Van Buren Interchange Project (five (5) permanent acquisitions)*
- **Project Manager, City of Murrieta** – Provided right-of-way acquisition and clearance support services to the City of Murrieta on the following projects:
 - *Linnel Lane Improvement Project (seven (7) permanent acquisitions)*
 - *Ivy Street/Murrieta Creek Bridge Project (seven (7) permanent acquisitions)*
 - *California Oaks/I-215 Interchange Improvement Project (seven (7) permanent acquisitions)*

EDUCATION:

Bachelor of Arts in Finance, Emphasis in Real Estate Studies
California State University, Fullerton

AFFILIATION:

- MAI Designated Member - Appraisal Institute
- President - International Right of Way Association (IRWA), Chapter 67 (2001)
- Appraisal Member - Orange County Association of Realtors

REGISTRATION:

- Certified General Real Estate Appraiser, State of California OREA No. AG015770

EXPERIENCE:

With over twenty-five (25) years of experience in the industry, Mr. Donahue has completed numerous and varied assignments involving commercial, industrial and residential properties involving transportation corridors, vacant land, special purpose properties, school sites, open space land, mitigation land, apartment buildings, office buildings, shopping centers, affordable housing projects and government facilities. He has been responsible for preparing appraisal reports for public agency acquisitions for road widenings, various public utilities, bridge projects, grade separations, railroad crossings, eminent domain, inverse condemnation, surface and subsurface easements and affordable housing projects. Mr. Donahue is qualified as an Expert Witness with the Los Angeles County Superior Court, Orange County Municipal and Superior Courts, Riverside County Superior Court, Judicate West, JAMS and Federal Bankruptcy Court – Santa Ana. Recent experience includes:

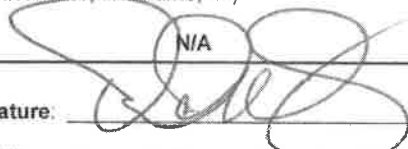
- **Appraiser, State Route 91 Corridor Improvement Project (Riverside County Transportation Commission)** – Full and Partial Acquisitions on various residential and commercial properties. This project was a high profile, politically sensitive project to widen approximately sixteen (16) miles of active highway through the urbanized area of Corona and the County of Riverside.
- **Appraiser, La Paz Road/Bridge Widening Project (City of Mission Viejo)** – Partial acquisition of five (5) commercial and school district properties to facilitate the widening of La Paz Road.
- **Appraiser, Oso Parkway Widening Project (City of Mission Viejo)** – Partial acquisition of three (3) special use and residential properties.
- **Appraiser, Ironwood Avenue Improvement Project (City of Moreno Valley)** – Partial acquisition from twenty (20) single and multiple family residences.
- **Appraiser, Nason Street Interchange Improvement Project (City of Moreno Valley)** – Partial acquisition appraisals from retail and residential property.
- **Appraiser, Kraemer Grade Separation Project (Orange County Transportation Commission)** – Appraisal reviews involving partial takings from retail and residential property.
- **Appraiser, Fullerton Grade Separation Project (Orange County Transportation Commission)** – Appraisal reviews involving railroad, industrial retail and residential property.

OTHER COURSEWORK:

Appraisal Institute Courses/Seminars:
Report Writing and Valuation Analysis
Advanced Applications
Standards of Professional Practice, A & B
Real Estate Principles
Basic Valuation Procedures
Basic Income Capitalization
Advanced Income Capitalization
Valuation of Leased Fee Interests
Easement Valuation
Professional Writing In Appraisal Reports

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee DMC Design Group, Inc. Tier _____, if known 140 N. Maple Street, Suite 104 Corona, CA 92880 Congressional District, if known</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Unknown</p> <p align="center">Congressional District, if known</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p> <p align="center">UNKNOWN</p>	<p>9. Award Amount, if known:</p> <p align="center">N/A</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p align="center">NONE</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p align="center">N/A</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: David M. Cosper, P. E., Q.S.D.</p> <p>Title: Principal</p> <p>Telephone No.: 951-549-8100 Date: 07/31/12</p>	
<p>Federal Use Only:</p>		<p align="center">Authorized for Local Reproduction Standard Form – LLL Rev. 7-97</p>

Standard Form LLL Rev. 06-04-90

U:\CAPPROJ\BOILER\Consultant\RFP\Boiler-RFP Attachment Form LLL.doc

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year January 1 2012 to December 31, 2012)

I, hereby certify on behalf
(Name and Title of Grantee official)

David M. Cospers, P. E., Q.S.D, Principal

Of DMC Design Group, Inc., that
(Name of Grantee)

David M. Cospers


(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more that \$100,000 for each such failure.

Executed this 31st day of July, 2012.

By: 
(Signature of authorized official)

Principal
(Title of authorized official)

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and Non-DBE) in accordance with Section 2-1.054 of the Standard and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State Zip	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name CNS Engineering, Inc.	Phone (951) 687-1005	<input checked="" type="checkbox"/> < \$1 Million <input type="checkbox"/> < \$5 Million	Structural/Bridge Design/Engineering	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Address 10370 Hemet Street Suite 340	Fax (951) 667-3387	<input type="checkbox"/> < \$10 Million <input type="checkbox"/> < \$15 Million		If YES list DBE #:
City, State Zip Riverside, CA 92503		<input type="checkbox"/> > \$15 Million		Age of Firm (Yrs.) 70
Name Leighton Consulting, Inc.	Phone (951) 296-0530	<input checked="" type="checkbox"/> < \$1 Million <input type="checkbox"/> < \$5 Million	Geotechnical Investigations and Pavement Evaluations	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Address 41715 Enterprise Circle N. #103	Fax (951) 296-0534	<input type="checkbox"/> < \$10 Million <input type="checkbox"/> < \$15 Million <input type="checkbox"/> > \$15 Million		If YES list DBE #:
City, State Zip Temecula, CA 92590-5661				Age of Firm (Yrs.) 19
Name PMC World, Inc.	Phone (858) 453-3626	<input type="checkbox"/> < \$1 Million <input checked="" type="checkbox"/> < \$5 Million	Environmental Clearance and Permitting	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Address 21171 South Western Avenue, Suite 200	Fax (310)818-7222	<input type="checkbox"/> < \$10 Million <input type="checkbox"/> < \$15 Million <input type="checkbox"/> > \$15 Million		If YES list DBE #:
City, State Zip Torrance, CA 90501				Age of Firm (Yrs.) 17
Name Trames Solutions, Inc.	Phone (760) 291-1400	<input checked="" type="checkbox"/> < \$1 Million <input type="checkbox"/> < \$5 Million	Traffic Studies and Traffic Signal Design	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Address 100 E. San Marcos Avenue, Suite 400	Fax (760)485-9578	<input type="checkbox"/> < \$10 Million <input type="checkbox"/> < \$15 Million <input type="checkbox"/> > \$15 Million		If YES list DBE #:
City, State Zip San Marcos, CA 92069				Age of Firm (Yrs.) 2

Distribution: 1) Original – Local Agency File

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

Firm Name/ Address/ City, State Zip	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name Overland Pacific & Cutler, Inc.	Phone (562) 304-2000	<input type="checkbox"/> < \$1 Million <input type="checkbox"/> < \$5 Million	Right-of-Way Acquisition Support Services	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Address 100 W. Broadway, Suite 200	Fax (562) 304-2020	<input type="checkbox"/> < \$10 Million <input checked="" type="checkbox"/> < \$15 Million <input type="checkbox"/> > \$15 Million		If YES list DBE #:
City, State Zip Long Beach, CA 90802				Age of Firm (Yrs.) 30
Name	Phone	<input type="checkbox"/> < \$1 Million <input type="checkbox"/> < \$5 Million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 Million <input type="checkbox"/> < \$15 Million		If YES list DBE #:
City, State Zip				Age of Firm (Yrs.)
Name	Phone (714) 245-2920	<input type="checkbox"/> < \$1 Million <input checked="" type="checkbox"/> < \$5 Million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 Million <input type="checkbox"/> < \$15 Million		If YES list DBE #:
City, State Zip	(714) 245-2950	<input type="checkbox"/> > \$15 Million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 Million <input type="checkbox"/> < \$5 Million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 Million <input type="checkbox"/> < \$15 Million		If YES list DBE #:
City, State Zip				Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State Zip		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name NONE		Phone	<input type="checkbox"/> < \$1 Million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 Million		<input type="checkbox"/> NO
City, State Zip		Fax	<input type="checkbox"/> < \$10 Million		If YES list DBE #:
			<input type="checkbox"/> < \$15 Million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 Million		
Name		Phone	<input type="checkbox"/> < \$1 Million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 Million		<input type="checkbox"/> NO
City, State Zip		Fax	<input type="checkbox"/> < \$10 Million		If YES list DBE #:
			<input type="checkbox"/> < \$15 Million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 Million		
Name		Phone	<input type="checkbox"/> < \$1 Million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 Million		<input type="checkbox"/> NO
City, State Zip		Fax	<input type="checkbox"/> < \$10 Million		If YES list DBE #:
			<input type="checkbox"/> < \$15 Million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 Million		
Name		Phone	<input type="checkbox"/> < \$1 Million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 Million		<input type="checkbox"/> NO
City, State Zip		Fax	<input type="checkbox"/> < \$10 Million		If YES list DBE #:
			<input type="checkbox"/> < \$15 Million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 Million		

Distribution: 1) Original – Local Agency File

DMC Design Group, Inc.
 Maple Centre
 170 N. Maple St., Suite 101
 Corona, CA 92880



(951) 549-8100 Fax (951) 549-8102

July 31, 2012

Guy Pegan, P.E. - Senior Engineer
 Capital Projects Division
 City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552-0805

RE Proposal for Professional Consultant Design Services – Heacock Street South Extension Between San Michele Road And Harley Knox Drive, Project No. 10-12566729 (Revised October 15, 2012)

Dear Mr. Pegan:

DMC Design Group will provide the following services, as outlined in our July 31, 2012 proposal for the referenced project, for the following “Not to Exceed” fee:

Task Description		Total
<i>Phase 1 Planning and Conceptual Design</i>		
Task 1.01	Project Coordination	\$21,200
Task 1.02	Research	\$3,500
Task 1.03	Initial Site Visit	\$3,320
Task 1.04	Topographic Surveys	\$20,240
Task 1.05	Base Map	\$7,120
Task 1.06	Utility Coordination	\$5,600
Task 1.07	Preliminary Environmental Analysis/PES Documentation	\$9,540
Task 1.08	Right of Way (Mapping and Analysis)	\$14,786
Task 1.09	Geotechnical Investigations	\$17,985
Task 1.10	Traffic Analysis	\$9,980
Task 1.11	Hydrology/Hydraulic Study	\$19,520
Task 1.12	Alignment Study	\$19,040
Task 1.13	Project Summary Memorandum (35% Complete Plans)	\$38,200
Task 1.14	Additional As-Needed Services	\$20,000
Subtotal - Phase 1		\$210,031
Direct Costs - Phase 1		\$9,703
Total Project Not to Exceed Fee - Phase 1		\$219,734

Phase 2 Environmental and Right of Way Clearance

Task 1.01	Project Coordination	\$51,288
Task 2.01	Environmental Clearance	\$32,692

Task 2.02	Environmental Technical Studies/Permits (Optional - If Needed)	\$21,245
	<i>Task 2.02.01 Biological Evaluation</i>	\$1,742
	<i>Task 2.02.02 Burrowing Owl Habitat Assessment and Reporting</i>	\$4,468
	<i>Task 2.02.03 Biological Assessment</i>	\$3,421
	<i>Task 2.02.04 USACE Nationwide Permit</i>	\$4,249
	<i>Task 2.02.05 401 Certification</i>	\$3,277
	<i>Task 2.02.06 1602 Streambed Alteration Agreement</i>	\$4,088
Task 2.03	Right-of-Way Documents (10)	\$89,200
Task 2.04	Utility Verification (30 Potholes)	\$23,785
	Subtotal - Phase 2	\$218,210
	Direct Costs - Phase 2	\$3,809
	Total Project Not to Exceed Fee - Phase 2	\$245,804

Phase 3 - Design (100% Complete PS&E's)

Task 1.01	Project Coordination (Phase 2)	\$28,255
Task 3.01	Final Plans, Specifications and Estimates	\$137,645
Task 3.02	Utility Coordination	\$4,080
Task 3.03	Agency Plan Processing	\$10,900
	Subtotal - Phase 3	\$180,880
	Direct Costs - Phase 3	\$12,815
	Total Project Not to Exceed Fee - Phase 3	\$193,695

Phase 4 - Construction Support

Task 4.01	Bid Support Services	\$3,680
Task 4.02	Construction Support Services	\$6,280
Task 4.03	As-Built Plans	\$6,280
Task 4.04	Project GASB Documentation	\$3,370
Task 4.05	Data Transfer	\$1,710
	Subtotal - Phase 4	\$21,320
	Direct Costs - Phase 4	\$0
	Total Project Not to Exceed Fee - Phase 4	\$21,320
	Total Project Not To Exceed Fee - All Phases	\$656,769

Environmental Technical Studies/Permits

<i>Wetland Delineation</i>	\$10,793
<i>Natural Environmental Study</i>	\$3,421
<i>Air Quality</i>	\$7,009
<i>Greenhouse Gases</i>	\$3,950
<i>Noise Analysis</i>	\$9,884
<i>Cultural Resources Assessment</i>	\$16,221
<i>Phase 1 Initial Site Assessment</i>	\$11,712

Right-of-Way Acquisitions (Based on 10 Parcels)

<i>Negotiations/Acquisition</i>	\$39,485
<i>Appraisals Title Clearance Services</i>	\$9,470
<i>Right of Way Quality Assurance</i>	\$19,250
<i>Right of Way Certification</i>	\$6,865

Each Additional Acquisition Documents (Legal/Plat) \$1,000

Each Additional Utility Pot Hole \$1,000

Attached are a Schedule of Hourly Rates and a Resource Matrix detailing each resource's hourly assignments to each Task for this project. We look forward to working with the City of Moreno Valley Capital Project Division and would very much like to discuss providing our engineering services on the proposed street improvements for Nason Street. Should you have any questions or concerns, do not hesitate to contact me.

Sincerely,
DMC Design Group, Inc.



David M. Cospers, P.E.
Principal

ATTACHMENT Schedule of Hourly Rates
 Resource Matrix



CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$219,734.00**.
2. The Consultant 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.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month 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 during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zarat@moval.org or calls directed to (951) 413-3131, or miab@moval.org or calls directed to (951) 413-3155.

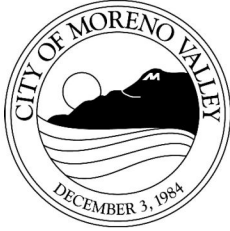
EXHIBIT D

Exhibit D (Continued)

4. The Consultant 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.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. 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 that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

Item	Project Name	Start Date	End Date	Status	Notes
1	Project 1: [Redacted]	2017	2018	Completed	[Redacted]
2	Project 2: [Redacted]	2018	2019	In Progress	[Redacted]
3	Project 3: [Redacted]	2019	2020	On Hold	[Redacted]
4	Project 4: [Redacted]	2020	2021	Planned	[Redacted]
5	Project 5: [Redacted]	2021	2022	Planned	[Redacted]
6	Project 6: [Redacted]	2022	2023	Planned	[Redacted]
7	Project 7: [Redacted]	2023	2024	Planned	[Redacted]
8	Project 8: [Redacted]	2024	2025	Planned	[Redacted]
9	Project 9: [Redacted]	2025	2026	Planned	[Redacted]
10	Project 10: [Redacted]	2026	2027	Planned	[Redacted]
11	Project 11: [Redacted]	2027	2028	Planned	[Redacted]
12	Project 12: [Redacted]	2028	2029	Planned	[Redacted]
13	Project 13: [Redacted]	2029	2030	Planned	[Redacted]
14	Project 14: [Redacted]	2030	2031	Planned	[Redacted]
15	Project 15: [Redacted]	2031	2032	Planned	[Redacted]
16	Project 16: [Redacted]	2032	2033	Planned	[Redacted]
17	Project 17: [Redacted]	2033	2034	Planned	[Redacted]
18	Project 18: [Redacted]	2034	2035	Planned	[Redacted]
19	Project 19: [Redacted]	2035	2036	Planned	[Redacted]
20	Project 20: [Redacted]	2036	2037	Planned	[Redacted]
21	Project 21: [Redacted]	2037	2038	Planned	[Redacted]
22	Project 22: [Redacted]	2038	2039	Planned	[Redacted]
23	Project 23: [Redacted]	2039	2040	Planned	[Redacted]
24	Project 24: [Redacted]	2040	2041	Planned	[Redacted]
25	Project 25: [Redacted]	2041	2042	Planned	[Redacted]
26	Project 26: [Redacted]	2042	2043	Planned	[Redacted]
27	Project 27: [Redacted]	2043	2044	Planned	[Redacted]
28	Project 28: [Redacted]	2044	2045	Planned	[Redacted]
29	Project 29: [Redacted]	2045	2046	Planned	[Redacted]
30	Project 30: [Redacted]	2046	2047	Planned	[Redacted]
31	Project 31: [Redacted]	2047	2048	Planned	[Redacted]
32	Project 32: [Redacted]	2048	2049	Planned	[Redacted]
33	Project 33: [Redacted]	2049	2050	Planned	[Redacted]
34	Project 34: [Redacted]	2050	2051	Planned	[Redacted]
35	Project 35: [Redacted]	2051	2052	Planned	[Redacted]
36	Project 36: [Redacted]	2052	2053	Planned	[Redacted]
37	Project 37: [Redacted]	2053	2054	Planned	[Redacted]
38	Project 38: [Redacted]	2054	2055	Planned	[Redacted]
39	Project 39: [Redacted]	2055	2056	Planned	[Redacted]
40	Project 40: [Redacted]	2056	2057	Planned	[Redacted]
41	Project 41: [Redacted]	2057	2058	Planned	[Redacted]
42	Project 42: [Redacted]	2058	2059	Planned	[Redacted]
43	Project 43: [Redacted]	2059	2060	Planned	[Redacted]
44	Project 44: [Redacted]	2060	2061	Planned	[Redacted]
45	Project 45: [Redacted]	2061	2062	Planned	[Redacted]
46	Project 46: [Redacted]	2062	2063	Planned	[Redacted]
47	Project 47: [Redacted]	2063	2064	Planned	[Redacted]
48	Project 48: [Redacted]	2064	2065	Planned	[Redacted]
49	Project 49: [Redacted]	2065	2066	Planned	[Redacted]
50	Project 50: [Redacted]	2066	2067	Planned	[Redacted]
51	Project 51: [Redacted]	2067	2068	Planned	[Redacted]
52	Project 52: [Redacted]	2068	2069	Planned	[Redacted]
53	Project 53: [Redacted]	2069	2070	Planned	[Redacted]
54	Project 54: [Redacted]	2070	2071	Planned	[Redacted]
55	Project 55: [Redacted]	2071	2072	Planned	[Redacted]
56	Project 56: [Redacted]	2072	2073	Planned	[Redacted]
57	Project 57: [Redacted]	2073	2074	Planned	[Redacted]
58	Project 58: [Redacted]	2074	2075	Planned	[Redacted]
59	Project 59: [Redacted]	2075	2076	Planned	[Redacted]
60	Project 60: [Redacted]	2076	2077	Planned	[Redacted]
61	Project 61: [Redacted]	2077	2078	Planned	[Redacted]
62	Project 62: [Redacted]	2078	2079	Planned	[Redacted]
63	Project 63: [Redacted]	2079	2080	Planned	[Redacted]
64	Project 64: [Redacted]	2080	2081	Planned	[Redacted]
65	Project 65: [Redacted]	2081	2082	Planned	[Redacted]
66	Project 66: [Redacted]	2082	2083	Planned	[Redacted]
67	Project 67: [Redacted]	2083	2084	Planned	[Redacted]
68	Project 68: [Redacted]	2084	2085	Planned	[Redacted]
69	Project 69: [Redacted]	2085	2086	Planned	[Redacted]
70	Project 70: [Redacted]	2086	2087	Planned	[Redacted]
71	Project 71: [Redacted]	2087	2088	Planned	[Redacted]
72	Project 72: [Redacted]	2088	2089	Planned	[Redacted]
73	Project 73: [Redacted]	2089	2090	Planned	[Redacted]
74	Project 74: [Redacted]	2090	2091	Planned	[Redacted]
75	Project 75: [Redacted]	2091	2092	Planned	[Redacted]
76	Project 76: [Redacted]	2092	2093	Planned	[Redacted]
77	Project 77: [Redacted]	2093	2094	Planned	[Redacted]
78	Project 78: [Redacted]	2094	2095	Planned	[Redacted]
79	Project 79: [Redacted]	2095	2096	Planned	[Redacted]
80	Project 80: [Redacted]	2096	2097	Planned	[Redacted]
81	Project 81: [Redacted]	2097	2098	Planned	[Redacted]
82	Project 82: [Redacted]	2098	2099	Planned	[Redacted]
83	Project 83: [Redacted]	2099	2100	Planned	[Redacted]
84	Project 84: [Redacted]	2100	2101	Planned	[Redacted]
85	Project 85: [Redacted]	2101	2102	Planned	[Redacted]
86	Project 86: [Redacted]	2102	2103	Planned	[Redacted]
87	Project 87: [Redacted]	2103	2104	Planned	[Redacted]
88	Project 88: [Redacted]	2104	2105	Planned	[Redacted]
89	Project 89: [Redacted]	2105	2106	Planned	[Redacted]
90	Project 90: [Redacted]	2106	2107	Planned	[Redacted]
91	Project 91: [Redacted]	2107	2108	Planned	[Redacted]
92	Project 92: [Redacted]	2108	2109	Planned	[Redacted]
93	Project 93: [Redacted]	2109	2110	Planned	[Redacted]
94	Project 94: [Redacted]	2110	2111	Planned	[Redacted]
95	Project 95: [Redacted]	2111	2112	Planned	[Redacted]
96	Project 96: [Redacted]	2112	2113	Planned	[Redacted]
97	Project 97: [Redacted]	2113	2114	Planned	[Redacted]
98	Project 98: [Redacted]	2114	2115	Planned	[Redacted]
99	Project 99: [Redacted]	2115	2116	Planned	[Redacted]
100	Project 100: [Redacted]	2116	2117	Planned	[Redacted]

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RW</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer
Thomas M. DeSantis, Human Resources Director

AGENDA DATE: November 13, 2012

TITLE: FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH STK ARCHITECTURE, INC. FOR CITY HALL SECOND LEVEL LIGHTWEIGHT CONCRETE FLOOR REHABILITATION, ROOF RESTORATION, AND BUILDING SEISMIC RETROFIT DESIGN PROJECT NO. 803 0014 30 40

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the First Amendment to Project Specific Agreement for Professional Consultant Services with STK Architecture, Inc. for City Hall Second Level Lightweight Concrete Floor Rehabilitation, Roof Restoration, and Building Seismic Retrofit Design.
2. Authorize the City Manager to execute said Amendment to Project Specific Agreement for Professional Consultant Services with STK Architecture, Inc., subject to approval of the City Attorney.
3. Authorize an increase in the Purchase Order to STK Architecture, Inc. in the amount of up to but not to exceed \$43,197 once the amendment to agreement has been signed by all parties.

BACKGROUND

The project to rehabilitate the Second Level Concrete Flooring within City Hall is part of the FY12/13 CIP Budget approved by City Council on June 12, 2012.

A Project Specific Agreement for Professional Consultant Services with STK Architecture, Inc. (STK) was executed by the City Manager on June 19, 2012 for the City Hall second level carpet removal and replacement, floor (lightweight concrete slab) replacement, and interim staff relocation strategy. The structural support beams below the second level lightweight concrete floor were also reviewed for structural deficiencies.

DISCUSSION

Replacement of flooring material on the second level of City Hall has been under active review since significant deterioration became apparent in 2006. At that time, STK was serving as the architect for another capital improvement project and was asked to perform a review of second level floor slab conditions. STK completed the review and provided repair recommendations at that time. Repairs were put on hold pending availability of funds; since that time, carpet patch work replacement and repairs have become increasingly frequent and the lightweight concrete floor has deteriorated to create uneven walking surfaces that must be addressed. Funding became available for Fiscal Year 2012/2013 and because STK was involved from project inception, the firm was asked to submit a proposal for design plans to replace the second level carpet and lightweight concrete floor slab, interim staff relocation strategies, and review the existing support beams for deficiencies.

STK submitted a Project Summary Report based on the information discovered during the project investigation phase. In reviewing the Project Summary Report, the City's Project Team and architects determined that a single-phase relocation of City staff would be the most cost-effective, timely, and least disruptive method (from a public service perspective) to complete the project.

The report noted that lightweight concrete floor compression tests did not meet existing building code structural strength requirements which explains the widespread deterioration prevalent in the path of travel and justifies the replacement of the floor slab. The floor project also provides a cost-effective opportunity to enhance seismic safety by installing additional structural supports straps as the second level floor slab is replaced.

To complete these seismic safety upgrades, it also recommended that the City move forward now with the long-planned replacement of the facility's original roof. Funding will be available for appropriation to undertake this project; doing so while other construction work is underway will also allow installation of seismic strapping while the roof structure is exposed. Performing this work while the facility is undergoing other

repairs further minimizes inconvenience to the public as well as City staff members since the second floor will be vacant at this time.

The First Amendment to the Project Specific Agreement for Professional Consultant Services with STK Architecture, Inc. provides for the preparation of construction documents for building seismic retrofit, roof restoration plans, and staff relocation plan.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will support design work to extend the useful life of the City Hall building necessary to serve the community for an extended period of time, while capturing efficiencies available by completing multiple projects (floor rehabilitation, seismic upgrades and roof replacement) concurrently.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative would likely increase project costs by further deferring long-needed repairs to the City Hall facility.*

FISCAL IMPACT

This project is included in Fiscal Year 2012-2013 Capital Improvements Project Budget and financed by Facilities Fund (Fund 7310). There is no impact to the General Fund.

Broadening the initial scope of the project to complete seismic upgrades and roof replacement at this time allows the City to capture greater efficiencies in cost and time, while minimizing inconvenience to the public. Once the additional design is completed, staff will identify the updated project cost and funding sources.

Resulting construction bid documents will include additive bid items in the scope of work, allowing the City to select the appropriate work to be completed within the existing budget amount.

BUDGETED FUNDS FOR THE PROJECT:

City Hall Rehabilitation of Second Level Concrete Flooring
 (Account No. 7310-70-77-80003/Project No. 803 0014 30 40) \$1,200,000

ESTIMATED DESIGN COSTS:

Design Cost.....	\$76,800
Additional Design Cost (First Amendment)	\$43,200
Anticipated Construction Related Costs (subject to refinement after design is complete).	\$1,260,000
Total	\$1,380,000

ANTICIPATED PROJECT SCHEDULE

Design Complete..... February 2012

Advertise for Construction	March 2013
Award of Construction Contract	April 2013
Start of Construction	May 2013
Completion of Construction	October 2013

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff recommends approval of the First Amendment to Project Specific Agreement for Professional Consultant Services and an increase to the purchase order with STK Architecture, Inc. for up to \$43,197 for the City Hall second level lightweight concrete floor rehabilitation project to address staff relocation plan, roof restoration plan, and seismic retrofit design.

ATTACHMENTS

Attachment "1" – First Amendment to Project Specific Agreement for Professional Consultant Services with STK Architecture, Inc.

Prepared By:
 Guy Pegan
 Senior Engineer, P.E.

Department Head Approval:
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
 Thomas M. DeSantis
 Human Resources Director

Concurred By:
 Rix Skonberg
 Purchasing and Facilities Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

**FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR ON-CALL
PROFESSIONAL CONSULTANT SERVICES**

CITY HALL SECOND LEVEL FLOORING REHABILITATION
Project No. 803 0014 30 40 (Previously Project No. 12-75475441)

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and STK Architecture, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT SPECIFIC AGREEMENT for ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated June 19, 2012.

Whereas, the Consultant is providing consultant architectural services for City Hall Second Level Flooring Rehabilitation (Project).

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated October 10, 2012, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2013** is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A -- First Amendment," entitled "Proposal for Architectural Services."

**FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR
ON-CALL PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 803 0014 30 40**

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A -- First Amendment," entitled "Proposal for Architectural Services."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$43,197, as set forth in the above-referenced "Proposal for Architectural Services", in consideration of the Consultant's performance of the work set forth in "Exhibit A -- First Amendment."

1.5 The total "Not to Exceed" fee for this contract is \$119,954 (\$76,757 for the original Agreement plus \$43,197 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

SIGNATURE PAGE TO FOLLOW:

FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR
ON-CALL PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 803 0014 30 40

City of Moreno Valley

STK Architecture, Inc.

BY: _____
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds \$15,000)</i>
_____ Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachments: "Exhibit A – First Amendment"



October 23, 2012

Guy Pegan
CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552

RE: (AMENDMENT #1 – SEISMIC STUDY, SEISMIC RETROFIT DESIGN, RELOCATION
OF STAFF TO TEMPORARY OFFICES IN TRAILERS IN PARKING LOT)
PROPOSAL FOR ARCHITECTURAL SERVICES
REMOVE/REPLACE 2ND FLOOR LIGHT WEIGHT CONCRETE FLOOR
14177 FREDERICK ST., MORENO VALLEY, CA 92552

Dear Mr. Pegan:

STK Architecture, Inc. is pleased to submit our Proposal for Services on the above-referenced project. Based on our most recent conference meetings, we have developed the following additional Scope of Work:

1.0 Scope of Work

- 1.1 The City of Moreno Valley wishes to have a seismic study of the existing two-story City Hall. See attached proposal from R.M. Byrd and Associates dated September 20, 2012.
- 1.2 The City wishes to have structural seismic upgrade drawings to retrofit the City Hall Building to satisfy the study performed by R.M. Byrd and Associates for the Second Floor and Roof Structural. See attached proposal "Seismic Upgrade" by R.M. Byrd and Associates dated October 9, 2012.
- 1.3 The City wishes to add to the specifications the removal of all wall fixtures, sink, toilet, partition and floor/wall tiles from the Second Floor bathrooms.
- 1.4 The City wishes to relocate the existing Second Floor staff to temporary offices/trailers in the City's parking lot. Layout/site design, power, data/comm designs are included. Safety lighting and other facilities as required to support City staff in the new facilities.
- 1.5 The proposed Fee does not include the cost of a rendering.
- 1.6 The proposed Fee does not include CEQA Study research and documentation.

ARCHITECTURE INTERIOR DESIGN PLANNING
42095 Zevo Drive, Suite A15, Temecula, California 92590-3780 Phone: 951/296-9110 Fax: 951/296-6079 E-Mail: stk@stkinc.com

- 1.7 Provide drawing and specs for a "Tremco Restoration Overlayment" system for the City Hall Roof. (See attached letter dated February 22, 2012.)
- 1.8 The proposed Fee does not include SWPPP and WQMP plans and calculations.
- 1.9 It is assumed that City of Moreno Valley will provide a maximum of 3 plan checks during design phase. Additional plan checks will be at the Consultant's cost.
- 1.10 The proposed Fee does not include Landscape Architecture.

2.0 Professional Service Fee

- 2.1 The estimated construction cost for this project will be submitted with all plans and specs. based upon the final design plans.
- 2.2 The proposed Fee Schedule breakdown would be as follows:

See attached Time and Task Matrix.

Total Basic Fee (Arch. Struct. & Mech. Eng.)	\$116,954
Reimbursables	<u>\$3,000</u>
New Total	\$119,954
Less Total of Original Fee	<u>\$76,757</u>
Amendment #1 Total	\$43,197

- 2.3 The Fee will be invoiced monthly, based on the percentage of work completed, plus any reimbursable expenses. For budget purposes, miscellaneous reimbursable expenses will be approximately \$3,000. (Reimbursables include: copies, UPS, reproduction, mylars, etc.)
- 2.4 All invoices are payable upon presentation and fully due within 30 days of invoice date. Unpaid invoices, over 45 days past invoice date, bear interest at the rate of 1.5% per month, or 18% per year.
- 2.5 Insurance:

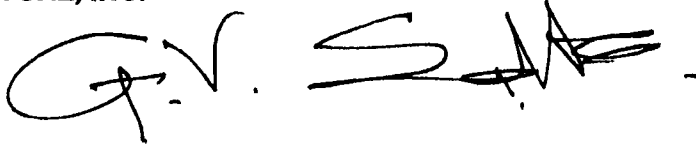
STK maintains general Errors and Omissions Professional Liability Insurance in the amount of \$2,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

Guy Pegan
Page 3 of 3
October 23, 2012

If you have any questions regarding this Proposal, or wish to discuss specifics in detail, please do not hesitate to call me.

STK ARCHITECTURE, INC.

G.V. Salts
Owner/Architect

Handwritten signature of G.V. Salts, consisting of a stylized 'G.V.' followed by a large, bold 'S' and a signature flourish.

Enc. Hourly Rates
Task and Time Matrix
R.M. Byrd & Associates Proposal
TTG Proposal
Tremco Recommendation Letter dated February 22, 2012



TIME AND TASK MATRIX

PM = Project Manager/Designer
 PA = Project Architect
 DR = Drafting

TIME AND TASK MATRIX

TASK DESCRIPTION							
1. Architectural Drawings		Personnel	Time/Units	Rate		Markup %	Fee
ACAD 2ND FLOOR & FURNITURE		PM	8 HR	115	HR		\$920
		DR	32 HR	85	HR		\$2,720
MEETINGS & MEETING MINUTES		PA	18 HR	185	HR		\$3,330
		DR	18 HR	85	HR		\$1,530
CONSTRUCTION DRAWINGS		PM	24 HR	115	HR		\$2,760
		DR	40 HR	85	HR		\$3,400
PLAN CHECK		PM	16 HR	115	HR		\$1,840
		DR	12 HR	85	HR		\$1,020
BIDDING		PM	16 HR	115	HR		\$1,840
		DR	4 HR	85	HR		\$340
CONTINGENCY		PM	16 HR	115	HR		\$1,840
		DR	16 HR	85	HR		\$1,360
SPECIFICATIONS		PA	16 HR	185	HR		\$2,960
		PM	20 HR	115	HR		\$2,300
PROJECT COORDINATION		PA	24 HR	185	HR		\$4,440
		PM	24 HR	115	HR		\$2,760
CONST. SUPPORT SERVICES (4 MO)		PA	40 HR	185	HR		\$7,400
		PM	80 HR	115	HR		\$9,200
AS-BUILTS		PM	8 HR	115	HR		\$920
		DR	24 HR	85	HR		\$2,040
ADDITIONAL HOURLY SERVICE (AMENDMENT #1)							\$12,000
SCOPE OF WORK 1.1 (SEISMIC STUDY)							\$0
SCOPE OF WORK 1.2 (SEISMIC UPGRADE)		PA	20 HR	185	HR		\$3,700
		DR	40 HR	85	HR		\$3,400
SCOPE OF WORK 1.4 (RELOCATION OF STAFF TO TEMPORARY TRAILERS)		PA	20 HR	185	HR		\$3,700
		DR	40 HR	85	HR		\$3,400
2. STRUCTURAL							
			Lump Sum		Rate	Markup %	Fee
2.1 STRUCTURAL ENGINEERING							
ACOUSTIC FLOOR STUDY			4,500		1	15%	\$5,175
SEISMIC STUDY			4,500		1	15%	\$5,175
SEISMIC UPGRADE			10,000		1	15%	\$11,500
3. MPE							
			Lump Sum		Rate	Markup %	Fee
3.1 MECHANICAL/ ELECTRICAL/ PLUMBING ENGINEERING			12,160		1	15%	\$13,984
						A/E Subtotal	\$116,954
Reimbursable Expenses							Fee
	Estimated		3,000				\$3,000
						Total A/E	\$119,954



STK ARCHITECTURE, INC.

HOURLY AND REIMBURSABLE RATES

October 2012

Partner.....	\$185/Hr
Associate.....	135/Hr
Project Manager.....	115/Hr
Senior Draftsman.....	85/Hr
Junior Draftsman.....	70/Hr
Clerical.....	48/Hr
Consultants.....	Cost x 1.15
Reimbursables.....	Cost x 1.00
Reimb. Agency Fees.....	Cost x 1.05

SEISMIC STUDY



R.M. BYRD and Associates, Inc.

Consulting Structural Engineers

September 20, 2012

STK Architecture, Inc.
42095 Zevo Drive, Suite A15
Temecula, CA 92590

Attention: G.V. Salts

Subject: Proposal for Structural Services
City of Moreno Valley
Seismic Review of Existing Two Story Tilt-Up Building

Dear Mr. Salts,

Thank you for considering **R.M. BYRD and ASSOCIATES, INC.** for the subject job. We will perform our structural engineering services as outlined:

1.0 SCOPE OF SERVICES:

1.1 Project Description:

Structural (seismic) review of existing 60,000 (+/-) square foot two story tilt-up building. Building to incorporate the guidelines of ASCE 31-30, Seismic Evaluation of Existing Buildings. Our services consist of providing a report of findings with a list of specific deficiencies (if any) with probable cost of retrofit. Particular attention will be addressed toward wall anchorage and sub-diaphragm behavior.

1.2 Structural Engineering Services:

Our services consist of providing a report of findings.

1.3 Job Site Visitations:

One site visit is included for the purpose of identifying any obvious/visual signs of distress or deleterious materials.

2.0 TERMS AND CONDITIONS:

2.1 Work will be performed and payment received in the following phases:
Payment is due within thirty days of invoice date.

Upon Submittal of Report 100%

2.2 Additional Services:

If revisions are generated by the owner, they will be paid for as additional services in accordance with our current schedule of charges, attached.

B:\Office\documents\PROPOSAL\3030-Moreno Valley Seismic Review.doc

1047 West Sixth Street, Suite A, Ontario, California 91762-2222

Phone: 909-983-5599 Fax: 909-983-4456

2.3 Exclusions:

Services not set forth above as basic services in section 1.2 of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in the basic services as outlined in section 2.1.

2.4 Print Charges and Reimbursables:

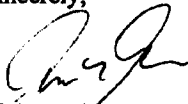
Prints for progress and coordination are included within this scope of work. Multiple sets and bid sets shall be prepared by others, or shall be considered a reimbursable expense. Standard postal delivery is included. Express mail is a reimbursable expense.

3.0 Compensation/Consideration

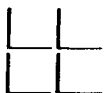
3.1 Outlined Services will be provided for a proposed lump sum fee of Four Thousand Five Hundred Dollars (\$4,500), structured per 2.1 of terms and conditions.

Should you have any questions or require additional information please do not hesitate to contact our office.

Sincerely,



Rick Byrd S.E.
President
R.M. Byrd and Associates, Inc.



B:\Office\documents\PROPOSAL\3030-Moreno Valley Seismic Review.doc

SCHEDULE OF CHARGES FOR STRUCTURAL ENGINEERING SERVICES

The fees for our services will be based on the schedule of charges as outlined below. All fee quotations are applicable for a period of ninety days from the date of the proposal to which the schedule is attached.

PERSONNEL

Professional:

Structural Designer	\$95.00/Hr
Project Engineer	\$125.00/Hr
Project Manager	\$155.00/Hr
Principal	\$225.00/Hr

Sub-Professional:

Clerical	\$65.00/Hr
Draftsperson	\$85.00/Hr
Structural Draftsperson	\$95.00/Hr
Chief Draftsperson	\$105.00/Hr

These rates apply to regular time and travel time in the United States. A maximum travel time of eight hours will be charged in any one day. Overtime, if required in the interest of the project will be charged at the above rates for professional personnel, and at 1.25 times the above rates for sub-professional personnel. Overtime will also apply to time in excess of eight hours per day, and all time on Saturdays, Sundays, and Holidays.

REIMBURSABLE EXPENSES

Outside services performed by others, and direct expenses incurred on the clients behalf, are charged at 1.0 times our cost. Such items include but are not limited to outside consultants, specification writers, cost estimators, non-reusable equipment, blueprinting, long distance communications, subsistence, lodging, transportation charges, auto rental and freight.

INSURANCE

Byrd and Associates maintains general Errors and Omissions Professional Liability Insurance in the amount of \$1,000,000 per occurrence with an annual aggregate limit of \$1,000,000, and is subject to limitations, if applicable, as stipulated in the contract or letter of agreement. In the event the client desires additional coverage, we will upon written request of the client, obtain additional coverage if possible, at the clients expense.



SEISMIC UPGRADE

R.M. BYRD and Associates, Inc.
Consulting Structural Engineers

October 9, 2012

STK Architecture, Inc.
42095 Zevo Drive, Suite A15
Temecula, CA 92590

Attention: G.V. Salts

Subject: Proposal for Structural Services
Moreno Valley City Hall
Seismic Upgrade of Roof and Floor Subdiaphragms

Dear Mr. Salts,

Thank you for considering **R.M. BYRD and ASSOCIATES, INC.** for the subject job. We will perform our structural services as outlined:

1.0 SCOPE OF SERVICES:

1.1 Project Description:

A study performed by our office determined that the subdiaphragms at the floor and roof levels require enhancement to conform to 2010 CBC values and code stipulations.

The upcoming removal and replacement of the light-weight floor topping is an ideal opportunity to implement the nominal floor subdiaphragm modifications. A separate cost deduct is provided for the roof diaphragm enhancement should the city elect to delete the roof retrofit from the scope of work.

1.2 Structural Engineering Services:

Our basic services are as outlined:

1.2.1 Design Development

- a) Attend 1 Meeting
- b) Prepare Preliminary Design Drawings
 - 1. Prepare Preliminary Structural Design Calculations for Typical Elements
 - 2. Prepare Preliminary Foundation Drawings
 - 3. Prepare Preliminary Framing Layout Drawings
 - 4. Prepare Typical Detail Sheet(s)
- c) Prepare or Edit Outline Specifications For Structural Items
- d) Submit Design Development Documentation for Approval

B:\Officedocuments\PROPOSAL\3030-137.doc

1047 West Sixth Street, Suite A, Ontario, California 91762-2222

Phone: 909-983-5599 Fax: 909-983-4456

1.2.2 Construction Documents

- a) Prepare Structural Design of Primary Structural System
- b) Attend Local Meetings (1) Total
- c) Assist in coordination with Building Code Official (and/or Peer Reviewer)
- d) Complete Structural Calculations
- e) Complete Structural Drawings
- f) Prepare or Edit Specifications for the Primary Structural System
- g) Assist in Establishing Testing and Inspection Requirements
- h) Perform Checking and Coordination of the Structural Documents
- i) Make Revisions to Construction Documents as Required by Building Official (and/or Peer Reviewer)

1.2.3 Construction Phase – Administration of the Construction Contract

- a) Review Submittals Applicable to SER
- b) Advise Client and Contractor Which Structural Elements Require Construction Observation by SER
- c) Make Site Visits in Intervals Appropriate to the Stages of Construction. Visitations will be Provided for a Lump Sum Fee of Five Hundred Dollars (\$500). It is Estimated that 2 Visits will be Required
- d) Prepare Site Visit Reports
- e) Provide Interpretations of Structural Construction Documents

2.0 TERMS AND CONDITIONS

2.1 Work will be performed and payment received in the following phases:

Design Development	30%
Construction Document	70%

Payment is due within thirty days of invoice date. This proposal is valid for sixty days from the date of the proposal. Construction Document Phase is billed monthly in levels of completion.

2.2 Exclusions:

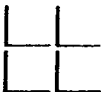
Services not set forth above as basic services in section 1.2 of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in the basic services as outlined in section 2.1.

2.3 Additional Services:

If revisions are generated by the owner, they will be paid for as additional services in accordance with our current schedule of charges, attached.

2.4 Print Charges and Reimbursables:

Prints for progress and coordination are included expenses. Multiple sets and bid sets shall be prepared by others, or shall be considered a reimbursable expense.



B:\Officedocuments\PROPOSAL\3030-137.doc

Standard postal delivery is included. Express mail is a reimbursable expense.
See schedule of charges for additional expenses as applicable.

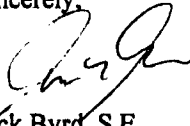
3.0 COMPENSATION/CONSIDERATION

3.1 Outlined services will be provided for a proposed lump sum fee of Ten Thousand Dollars (\$10,000), structured per 2.1 of terms and conditions.

If the drawings and details for the roof retrofit is to be removed from the scope of work, \$3,000 may be deducted for the total fee of Seven Thousand Dollars (\$7,000).

Should you have any questions, or require additional information, please do not hesitate to contact our office.

Sincerely,



Rick Byrd, S.E.
President



B:\Office\documents\PROPOSAL\3030-137.doc

SCHEDULE OF CHARGES FOR STRUCTURAL ENGINEERING SERVICES

The fees for our services will be based on the schedule of charges as outlined below. All fee quotations are applicable for a period of ninety days from the date of the proposal to which the schedule is attached.

PERSONNEL

Professional:

Structural Designer	\$95.00/Hr
Project Engineer	\$125.00/Hr
Project Manager	\$155.00/Hr
Principal	\$225.00/Hr

Sub-Professional:

Clerical	\$65.00/Hr
Draftsperson	\$85.00/Hr
Structural Draftsperson	\$95.00/Hr
Chief Draftsperson	\$105.00/Hr

These rates apply to regular time and travel time in the United States. A maximum travel time of eight hours will be charged in any one day. Overtime, if required in the interest of the project will be charged at the above rates for professional personnel, and at 1.25 times the above rates for sub-professional personnel. Overtime will also apply to time in excess of eight hours per day, and all time on Saturdays, Sundays, and Holidays.

REIMBURSABLE EXPENSES

Outside services performed by others, and direct expenses incurred on the clients behalf, are charged at 1.0 times our cost. Such items include but are not limited to outside consultants, specification writers, cost estimators, non-reusable equipment, blueprinting, long distance communications, subsistence, lodging, transportation charges, auto rental and freight.

INSURANCE

Byrd and Associates maintains general Errors and Omissions Professional Liability Insurance in the amount of \$1,000,000 per occurrence with an annual aggregate limit of \$1,000,000, and is subject to limitations, if applicable, as stipulated in the contract or letter of agreement. In the event the client desires additional coverage, we will upon written request of the client, obtain additional coverage if possible, at the clients expense.





901 Via Piemonte
Suite 400
Ontario, CA 91764
(T) 909 477 6915
(F) 909 477 6916

REVISED October 22, 2012
Mr. G.V. Salts, Principal
STK Architecture
42095 Zevo Drive, Suite A-15
Temecula, CA 92590

ARIZONA
Scottsdale

**Project: Moreno Valley City Hall
2nd Floor Flooring Rehabilitation
TTG# 0012.118.00**

CALIFORNIA
Anaheim
Inland Empire
Los Angeles
Pasadena

Re: Fee Proposal (Revision 4)

Dear G.V.:

Thank you for the opportunity to provide this fee proposal for the subject project.

Scope of Work

San Diego
San Francisco
Thousand Oaks

TTG will provide customary basic electrical engineering services as outlined in Article #3 of the AIA document #C401 (2007 Edition). Any services not customarily furnished in accordance with generally accepted engineering practice will be considered additional services.

COLORADO
Lone Tree

Project Description: The second floor of the Moreno Valley City Hall building requires a structural rehabilitation of the existing flooring system. The construction will occur in one phase to accommodate moving City staff and departments to temporary office space to be located in the parking lot. The temporary office space will consist of mobile trailer systems to be located in the existing parking lot. Power and voice/data systems will be required for the temporary offices. It is anticipated that power and voice/data will be pulled from the existing City Hall building.

TEXAS
Austin
Dallas

A new parking lot may be required to accommodate staff parking due to the location of the temporary offices. Parking lot lighting will be required for public safety.

San Antonio

Electrical:

WASHINGTON
Bellevue

1. Develop electrical construction documents for temporary power and voice/data service to the temporary trailer system offices.
2. Develop electrical construction documents for new parking lot lighting system for the proposed new temporary parking lot area.
3. Attend project coordination meetings, up to two (2) meetings during design phase.
4. Review shop drawings, submittals and RFIs during construction.

TOLL FREE 877 786 2384

s:\20.admin\elec\proposal\2012\p112119.00-rev4.doc

WWW.TTG-CORP.COM

STRUCTURAL, MEP & CIVIL ENGINEERING, FACILITY PROGRAMMING & CONSTRUCTION SERVICES

5. Attend weekly construction meetings, up to two (2) meetings, including final punch.

Fee Arrangement

1. For basic services, the Engineer's compensation shall be a lump sum of **\$12,160** (twelve thousand, one hundred sixty dollars) plus reimbursables.

Fee Breakdown by Task	
Task	Fee
1. Temporary Power, Voice/Data (Temporary Offices)	\$5,000
2. Parking Lot Lighting	\$3,800
3. Construction Administration (RFIs/Submittals)	\$960
4. Design Review Meetings	\$1,200
5. Construction Meetings (Including Punch List)	\$1,200
Total Fee	\$12,160

2. For additional services the Engineer's compensation shall be negotiated with the Client prior to proceeding with the Work.
3. Reimbursable expenses - See attached Schedule of Charges.
4. This fee proposal is valid for a period of 90 days from the date of this proposal. This fee proposal will be adjusted if the total project square footage or project construction cost increases.

The attached Terms & Conditions and Schedule of Charges are a part of this Agreement.

Assumptions/Exclusions

1. Title 24 Energy Compliance Documentation (prescriptive approach) consisting of Parking Lot Lighting systems and preparation of Forms OLTG-1 through OLTG-5 are included in the scope of work. A building envelope, HVAC, Day lighting and lighting study/simulation (DOE of similar) are not included in scope to document Title 24 energy compliance.
2. Multiple bid packages are not included in the scope and fee.
3. Value engineering is not included in scope and fee.
4. Preparation of alternate bid packages is not included in the scope and fee.
5. Redesign services, if project is over budget after approval/completion of design development, will be performed for an additional service fee.

- 6. The total quantity of meetings or site visits included in the scope and fee during the Design Phase shall be limited to two (2) total.
- 7. The total quantity of meetings, construction observation, site visits, and final punch visits included in the scope and fee during the construction phase shall be limited to two (2) total.

Offered by:

Kerry Parker 10/22/12
Signature Date

Kerry Parker, LEED AP, BD+C
Vice President, Managing Principal
TTG
Cc: Paul Frick - STK

Accepted by:

Signature Date

STK ARCHITECTURE

**2012
SCHEDULE OF CHARGES FOR
ENGINEERING SERVICES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal.....	\$205	Designer	\$125
Project Manager.....	\$180	Construction Administrator	\$140
Project/Senior Engineer	\$165	CADD Operator	\$ 90
Engineer.....	\$140	Word Processor/Clerical	\$ 70

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

MISCELLANEOUS CHARGES

Passenger Car.....	\$0.50/mile with minimum of	\$ 25/day
Plotting (except for in-house use)	\$3.00/sheet	Photo Copy..... \$ 0.15/page

ANNUAL ADJUSTMENT

These rates will be adjusted annually effective the beginning of each new year.

INSURANCE

TTG maintains Professional Liability, General Liability Insurance for bodily injury and property damage with a limit of \$5,000,000 per occurrence and \$6,000,000 aggregate for its own account and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.

STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are part of the Client's agreement with TTG for professional services and are effective upon signing of the services agreement.

Billings/Payments:

Invoices for TTG's services shall be submitted, at TTG's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 45 days or 10 days after the Client receives payment from the Owner, whichever is sooner. If the invoice is not paid within 75 days, TTG is authorized, without waiving any claim or right against the Client, and without liability whatsoever to the Client, to terminate the performance of the service. Retainers shall be credited on the final invoice. If TTG does not receive any objections to any invoice it generates within 10 days after it is submitted for payment to the Client, then the amount stated shall be conclusive with regard to the amounts billed on that invoice and not subject to further objection or review at any later time by the Client.

Late Payments:

Accounts unpaid 45 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of TTG. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Additional Services:

Should TTG's original Scope of Work change or additional services be requested by Client, a written request for additional services will be forwarded by TTG to Client. The terms and conditions of this Agreement shall apply to all additional services provided by TTG for the Client. TTG will proceed with the additional services when a signed acceptance has been received from the client.

Contingency Fund:

The Client and TTG acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to have Owner set aside a reserve in the amount of 10% of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against TTG with respect to any payments within the limits of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Performance:

TTG will prepare plans and specifications exercising usual and customary professional care in its efforts to comply with applicable Code requirements, Federal, state and local laws, ordinances, and regulations, in effect as of the date of this Agreement. TTG makes no warranties, either expressed or implied. TTG does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.

Delays:

TTG agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that TTG's performance must be governed by sound engineering practices. Additionally, TTG is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove TTG's work promptly by reason of delay or faulty performance by Client, other contractors, or governmental agencies, or any other causes beyond TTG's reasonable control.

Cost Opinions:

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and considerations of operations and maintenance costs prepared by TTG hereunder represent the engineer's judgment as an experienced and qualified design professional. Accordingly, TTG does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted.

Construction Support:

If within the scope of work, construction support services are performed by TTG and whether performed prior to, during, or after completion of construction, shall be performed solely for the purpose of assisting in achieving conformance with contract drawings and specifications; they do not guarantee contractor's performance. These services shall be distinguished from inspection services which are furnished by others. The furnishing of support services by TTG shall not be construed as supervision of actual construction. TTG shall not be responsible for Contractor's means and methods and for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

Submittal Review:

If within the scope of work, TTG shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor.

Asbestos and Toxics:

TTG shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to, asbestos, asbestos products, PCB's or other toxic substances.

Indemnification:

The Client shall defend, indemnify and hold harmless TTG and all of its personnel and any of its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except TTG), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and TTG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of TTG and any of its consultants to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement or directly or indirectly from any services provided by TTG regarding the project that is the subject of this agreement from any cause or causes, shall not exceed our fee or \$50,000, whichever is less. Such causes include, but are not limited to, TTG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claim or legal theory alleged.

Termination of Services:

This agreement may be terminated by the Client or TTG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TTG for all services rendered to the date of termination, all reimbursable expenses, reimbursable termination expenses and agrees to release TTG from all liability for services performed. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as Additional Services. If Client is in default regarding the Client's payment obligations under this agreement, and Client requests TTG continue providing some or all services, TTG has no obligation to provide any further services unless Client provides financial assurances satisfactory to TTG.

Ownership of Documents:

All documents produced by TTG under this agreement shall remain the property of TTG and may not be used by the Client for any other endeavor without the written consent of TTG.

Re-use of Files:

In accepting and utilizing any electronic files or drawings, reports and data on any form of electronic media generated and furnished by TTG ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of TTG, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes or to transfer these electronic files to others without the prior written consent of TTG. Client further agrees to waive all claims against TTG resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than TTG.

Owner Understands:

The duties and responsibilities of the Design Professional under this Agreement run only to Owner. The duties and responsibilities of Design Professional do not extend to any third party including, without limitations, the successors and assigns of Owner, any condominium unit owners association or any individual unit owner. There are no third party beneficiaries of any kind for any reason of this agreement.

Arbitration:

It is recommended that any disputes, claims and other matters of question arising out of or relating to this Agreement or breach thereof shall first go to mediation. Should mediation prove to be ineffective, the parties shall enter into arbitration in the City that the project is constructed, in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and binding on all parties, and may be entered as judgment by any court of competent jurisdiction.

Attorney's Fees:

In the event TTG has to pursue litigation to seek recovery of any fees owed to TTG, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorney's and expert fees, filing fees, and any other costs or expenses reasonably incurred in the resolution of such dispute.

Entire Agreement:

This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

Modifications:

No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

Successors and Assigns:

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such party's partners, successors, executors, administrators and assigns.

Severability:

In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof shall be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.

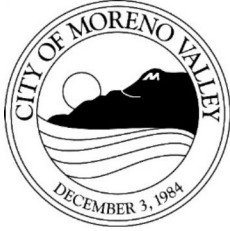
Applicable Laws:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

Liens:

This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which TTG may have for the performance of services pursuant to this agreement. Client agrees to provide to TTG the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide TTG with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SA</i>
CITY MANAGER	<i>msc</i>

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR DESIGN SUPPORT DURING CONSTRUCTION WITH PARSONS TRANSPORTATION GROUP FOR SR-60/NASON STREET OVERCROSSING BRIDGE IMPROVEMENTS – PROJECT NO. 802 0003 70 77-4821

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize an “Agreement for Professional Consultant Services” with Parsons Transportation Group (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide professional construction support design services during construction of the SR-60/Nason Street Overcrossing Bridge improvements for a total agreement amount not to exceed \$169,000.
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.
3. Authorize the City Manager to execute said “Agreement for Professional Consultant Services” with Parsons.
4. Authorize the issuance of a Purchase Order totaling \$169,000 to Parsons when the contract has been signed by all parties.

BACKGROUND

The SR-60/Nason Overcrossing Bridge project is designed to replace the existing bridge with a wider structure, as well complete related improvements. On July 12, 2005, City Council approved an agreement with Parsons Transportation Group, Inc. to complete the first phase of the project, consisting of Project Approval & Environmental Documentation. Parsons was selected as a result of a competitive selection process. They were identified as the most qualified consultant to complete the planning, engineering, and construction-support tasks, to be approved in phases upon successful completion of the prior phase.

The first phase resulted in an environmental Negative Declaration finding, which was approved by Caltrans on December 18, 2007. Subsequently, the remaining scope of services to be performed by the consultant consisted of the second and third phases. The second phase was described as design; right-of-way engineering, appraisals, and negotiation, and utility relocation engineering. The third phase was described as bid/construction support.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons for the second phase. The agreement covered the design of both interchanges as one construction project.

On January 13, 2009, the City Council reprioritized capital projects funded by Redevelopment Agency (RDA) bonds and allocated funds to the SR-60/Nason Overcrossing project as a stand-alone project.

On June 14, 2011, the City Council approved the Fourth Amendment to Agreement for Parsons to provide for engineering and environmental services to split the SR-60/Moreno Beach Interchange into two stand-alone construction phases as well as to update the SR-60/Nason Overcrossing plans. Contract Amendments 1, 2, and 3 revised the scope of work within the approved contingency to address additional design and right of way services.

On April 10, 2012, the Council approved the Fifth Amendment to Agreement for additional design, right-of-way work, utility coordination, and Caltrans documentation.

On September 12, 2012, Caltrans approved the SR-60/Nason plans and the associated federal funds, and authorized the City to proceed to the construction phase. Bids were opened on October 17, 2012.

DISCUSSION

The consultant's scope of work was divided into three phases: Phase I - planning, Phase II - design and right-of-way, and Phase III - construction support. Phases I and II have been successfully completed. In accordance with their successful performance,

staff recommends retaining the consultant for Phase III. The consultant will be retained under a new Agreement for Phase III services, consisting of support services during construction of the SR-60/Nason Overcrossing project, including the bridge and landscaping work. These services include addressing Requests for Information, reviewing proposed changes during construction, attending progress meetings to quickly resolve any issues, preparing as-built plans, and related tasks. A new Professional Consultant Services Agreement instead of an amendment to the prior agreement is proposed due to updates to the City's standard agreement. Parsons has submitted a proposal for \$169,000 for the required services.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes "placeholder" line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the construction of needed improvements by not providing adequate engineering support.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program and is currently funded using Successor Agency Tax Allocation Bond funds (TABs), State-Local Partnership Program (SLPP) grant funds, Surface Transportation Program – Local (STPL) funds, and Developer Impact Fee (DIF) Interchange Improvements Capital Projects Funds. These funds have been allocated for the SR-60/Nason Overcrossing improvement project and cannot be utilized for operational activities. STPL funds have an 11.47% match requirement, which will be met with Successor Agency to RDA funds. SLPP funds require a 50% match from DIF Interchange funds. There is no impact to the General Fund.

FY 2012/2013 AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds (Account 4821-70-77-80003 802 0003 70 77).....	\$ 12,088,000
STPL Funds (Account 2001-70-77-80002 802 0003 70 77).....	\$ 6,100,000
SLPP Funds (Account 2001-70-77-80002 802 0003 70 77).....	\$ 1,000,000
DIF Interchange Funds (Account 3311-70-77-80002 802 0003 70 77).....	\$ 950,000
Total FY 2012/2013 Project Budget	\$ 20,138,000

FY 2012/2013 ESTIMATED COSTS

Construction (incl. 20% contingency)	\$ 13,200,000
Construction Support Services (Design Consultant).....	\$ 169,000
Construction Support Services (Construction Management & Inspection)...	\$ 1,947,000
Construction Support Services (Survey)	\$ 160,000
Construction Support Services (Geotechnical).....	\$ 198,000
Project Management and Administrative Costs*	\$ 210,000
Utility and Agency Inspection and Materials Costs**	\$ 160,000
Total Estimated Cost	\$ 16,044,000

*Includes City project administration, printing and other miscellaneous costs.

**Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.

ANTICIPATED PROJECT SCHEDULE

Begin Construction.....	December 2012
Complete Construction.....	March 2014

CITY COUNCIL GOALS**REVENUE DIVERSIFICATION AND PRESERVATION:**

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff recommends approving an agreement for \$169,000 to Parsons for the provision of design support services during construction.

ATTACHMENTS

Attachment "1" – Agreement for Professional Consultant Services

Prepared By:
 Margery A. Lazarus
 Senior Engineer, P.E.

Department Head Approval
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

Concurred By:
 Barry Foster
 Community & Economic Development
 Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 802 0003 70 77-4821**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Parsons Transportation Group**, an Illinois corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for **design support during construction.**

**SR-60 / NASON STREET OVERCROSSING IMPROVEMENTS PROJECT
PROJECT NO. 802 0003 70 77**

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "B" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$169,000** in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2015** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD) and their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, the State's, MVHA's, CSD's, WRCOG's, EMWD's, and RCFC & WCD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

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

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant 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 both the Consultant and the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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 (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD), their officers, employees and agents are included as additional insured under this general liability 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 Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no 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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

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

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant 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.

26. The Consultant shall employ no City official or employee 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.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 802 0003 70 77-4821**

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

City of Moreno Valley

Parsons Transportation Group

BY: _____
City Manager

BY: _____

DATE: _____

TITLE: _____
(President or Vice President)

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

BY: _____

TITLE: _____
(Corporate Secretary)

- Enclosures: Exhibit "A" – Consultant's Proposal
Exhibit "B" – City's Responsibility
Exhibit "C" – Terms of Payment

PARSONS

2201 Dupont Drive, Suite 200, Irvine Ca. 92612 • Telephone: (949)-333-4474 • Fax: 949-263-1225 • www.parsons.com

10-17-2012

Margery Lazarus, P.E.
Senior Engineer
City of Moreno Valley
Public Works Department
14177 Frederick Street
Moreno Valley, Ca 92552-0805

**Subject: DESIGN SUPPORT DURING CONSTRUCTION PHASE-
CONSULTANT SERVICES for SR-60/Nason Street Overcrossing**

Dear Marge:

Pursuant to your request, transmitted herewith is the cost proposal and scope of services to provide construction phase design support services for the Nason Bridge Project.

The scope of work for Parsons consists of attending weekly construction meetings, responding to RFI's, prepare design changes, prepare as-built plans, and provide support services. Tatsumi will provide construction support services pertaining to landscaping.

Bridge Phase	\$156,120
Landscape Phase	\$ 12,880
Total:	\$169,000

If you have any questions, do not hesitate to contact me at 949-333-4535.

Respectfully,
PARSONS



David Speirs, PE
Project Manager

Attachments:
Scope, Cost Proposal

CC: file

Exhibit "A"

SR60/NASON OVERCROSSING IMPROVEMENT PROJECT

**SCOPE OF WORK FOR
CONSTRUCTION PHASE SERVICES**

DATE: 2012-10-17

Construction Phase Design Support – Nason Bridge Project

Parsons will provide Construction phase design support services for the SR60/Nason bridge project as described below. Parsons team will coordinate with the City and the City's Construction Management firm (Falcon Inc.) regarding typical construction phase tasks as described below.

- Task 1.1 Attend Weekly Construction Meetings: Parsons Project Manager, or the Deputy PM and the Engineering Lead will attend each weekly meeting, during the 12 month construction schedule in order to facilitate effective communication and prompt resolution of project issues as they arise.
- Task 1.2 Respond to questions/RFI: Respond to "requests for Information" by City/Caltrans/Contractor, complete all required shop drawing reviews, and prepare updates to plans, specifications and quantities as required pursuant to the RFI's.
- Task 1.3 Prepare Design changes: on an as-requested basis, Parsons will prepare design changes/contract change order plans if requested by City and will conduct related coordination with Caltrans, and other third parties as needed to complete the requested changes to support plan changes.
- Task 1.4 Support Services by Parsons: Immediately following completion of the roadway/highway/civil/bridge improvements for the SR60/Nason project, as separate contract will be utilized to complete the proposed landscaping improvements. Parsons will provide coordination and attend construction meetings for this phase of the work which is anticipated to be a 3-month task. In addition, Parsons Sub consultant – Tatsumi and Partners will provide as-needed support services during this phase of the contract (see task 1.6 for Tatsumi)
- Task 1.5 Prepare As-built Plans: Upon completion of the construction phase, parsons will prepare CAD and hard-copy as-built plans for all drawing that were included in the Plans for this project. The CAD files will be prepared pursuant to Caltrans As-built procedures and submitted to Caltrans and the City for review and approval. Upon receipt of Caltrans and City approval, Parsons will submit a final

electronic copy of the plans to both the City and Caltrans, and a full size mylar set of plans for the City's records.

- Task 1.6 Landscaping Phase Support: – By Tatsumi Associates. (see attached scope and budget by Tatsumi)
- Task 1.7 As-needed Services at discretion of City: on an as-requested basis, Parsons will quickly handle issues that may arise that will require design support.

DATE: 10-17-2012

**NASON/SR60
CONSTRUCTION SUPPORT - BRIDGE PROJECT**

STAFF & PROJECT TITLE	PARSONS STAFF - LABOR HOURS AND COSTS										TOTAL LABOR	DIRECT LABOR																																																								
	SPIERS Project Manager	CONZALEZ Roadway Design Lead Engineer	COOPER Senior Engineer	LEES SR Engineer	SANDIRA Structures Lead	MULLANGI Structural Engineer	PEARMAN CADD Sr.	Todor Environmental Planner	STRASSNER ADMIN	TOTAL																																																										
NASON Construct Support																																																																				
1.1 Attend Weekly Meetings (14 months-bridge, 3 months-landscaping)	70	60	80									0	\$0																																																							
1.2 Respond to RFIs	28	20	160		40	40	40					210	\$15,165																																																							
1.3 Prepare Design Changes/CCO's Requested by City/Caltrans	16	46	64		40	40	22		20			248	\$18,726																																																							
1.4 Support during Landscaping	4	8	8				8					28	\$1,744																																																							
1.5 Prepare As-built Plans	10		20	20			10					60	\$3,492																																																							
1.7 As-needed Services at discretion of City	8	16	40				28					92	\$5,328																																																							
Totals	136	150	372	20	80	80	108	0	20	0	20	966	\$58,829																																																							
PARSONS TOTAL FOR DESIGN PHASE																																																																				
TOTAL DIRECT LABOR COSTS	\$12,172	\$11,250	\$20,460	\$1,064	\$5,040	\$3,338	\$4,674	\$0	\$830				\$58,829																																																							
<table border="1"> <tr> <td>Overhead</td> <td>141.03%</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$82,966</td> </tr> <tr> <td>Profit</td> <td>10%</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$14,180</td> </tr> <tr> <td>Escalation</td> <td>0%</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>TOTAL LABOR COSTS</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$155,975</td> </tr> </table>													Overhead	141.03%												\$82,966	Profit	10%												\$14,180	Escalation	0%												\$0	TOTAL LABOR COSTS													\$155,975
Overhead	141.03%												\$82,966																																																							
Profit	10%												\$14,180																																																							
Escalation	0%												\$0																																																							
TOTAL LABOR COSTS													\$155,975																																																							

SUBCONSULTANTS AND DIRECT COSTS		NASON
PARSONS DIRECT COSTS		\$3,025.33
Task 1.6	Tatsumi and Associates	\$10,000.00
subtotal		\$13,025.33

GRAND TOTAL \$169,000.00

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "B"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$169,000.
2. The Consultant 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.moval.org/do_biz/biz-license.shtml
3. The Consultant shall notify the City in writing ten (10) days in advance of incurring costs at the following milestones: 50%, 75%, and 90% of expended budget. The City will monitor Consultant's expenditure levels in comparison to the physical construction work completed, and if progress is satisfactory in the judgment of the City, City will provide written authorization to proceed to the next milestone. City reserves the right to adjust staffing levels and personnel as appropriate. Consultant shall not change any personnel or subconsultants without prior authorization by the City.
4. The Consultant will submit an invoice to the City once a month 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 during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the

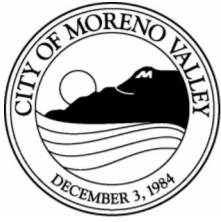
EXHIBIT "C"

City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

5. The Consultant 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.moval.org/city_hall/forms.shtml#bf
6. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City Purchase Order Number
 - E. City-provided Reference Number (e.g. Project, Activity)
 - F. 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 that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
7. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\PROJECTS\Warge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchnng\Design Phase\Consultant - Parsons\Agreement\Construction Phase - Nason Bridge\Agreement - Design Support -TUMF Zonal.doc

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RW</i>
CITY MANAGER	<i>MS</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, Public Works Director/City Engineer
Barry Foster, Community & Economic Development Director

AGENDA DATE: November 13, 2012

TITLE: PUBLIC USE PERMIT (PUP) 4030 – CALVARY CHAPEL OF MORENO VALLEY – RELEASE PUBLIC IMPROVEMENT AGREEMENT REQUIREMENT AND EXONERATE THE STRAIGHT PROMISSORY NOTE (SECURED BY DEED OF TRUST) AS FAITHFUL PERFORMANCE SECURITY FOR IMPROVEMENTS TO PETTIT STREET

DEVELOPER – CALVARY CHAPEL OF MORENO VALLEY
MORENO VALLEY, CA 92555

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Release the Public Improvement Agreement Requirement for PUP 4030; and
2. Exonerate the Straight Promissory Note (Secured by Deed of Trust) as Faithful Performance Security for Improvements to Pettit Street.

BACKGROUND

On August 3, 1989, the Planning Commission of the City of Moreno Valley approved Public Use Permit (PUP) 4030. PUP 4030 was to construct a 32,596 square foot church on a 6.17 acre site adjacent to the northeast corner of Ironwood Avenue and the unimproved Pettit Street.

On October 27, 1992, the City Council of the City of Moreno Valley approved the Public Improvement Agreement and the Straight Promissory Note (Secured by Deed of Trust)

in the amount of \$66,000 for the improvements to Pettit Street. The improvements included curb and gutter, sidewalks, driveway approaches, wheelchair ramp, signs and posts, and street lights.

On February 22, 2001, the Planning Commission of the City of Moreno Valley approved PUP 4030A2, a proposal for four (4) temporary modular structures for the expansion of the private school. On July 28, 2005, the Planning Commission approved P05-070, an amended conditional use permit to extend the approval period for the temporary modular classrooms.

On January 11, 2007, the Planning Commission of the City of Moreno Valley reviewed and approved PA04-0153, an Amended Conditional Use Permit for the expansion of Calvary Chapel church and school facility onto an adjacent vacant parcel. As part of this approval, it was identified that Pettit Street is no longer necessary for roadway purposes.

On January 23, 2007, the City Council of the City of Moreno Valley adopted Resolution 2007-06, a resolution to decline the offer of dedication for roadway purposes, if the offer exists, excluding any easements, for the unimproved portion of Pettit Street from Ironwood Avenue to approximately 710 feet north.

DISCUSSION

As Calvary Chapel's approved church and school expansion requires the effective elimination of Pettit Street, which was previously approved, it is appropriate to release the Public Improvement Agreement requirement and exonerate the Straight Promissory Note (Secured by Deed of Trust) in the amount of \$66,000. As previously stated, Pettit Street is no longer necessary for roadway purposes.

ALTERNATIVES

1. Approve the release of the Public Improvement Agreement requirement and exonerate the Straight Promissory Note (Secured by Deed of Trust) for the improvements to Pettit Street. *The required improvements are no longer needed; therefore, Calvary Chapel of Moreno Valley is released from constructing the public improvements to Pettit Street.*
2. Do not approve the release of the Public Improvement Agreement requirement and exonerate the Straight Promissory Note (Secured by Deed of Trust) for the improvements to Pettit Street. *The required improvements are no longer needed; therefore, Calvary Chapel of Moreno Valley is released from*

constructing the public improvements to Pettit Street. By not releasing the Straight Promissory Note would unnecessarily continue to encumber Calvary Chapel of Moreno Valley.

FISCAL IMPACT

There is no fiscal impact since Pettit Street is no longer necessary for roadway purposes and there are no public improvements to be constructed at this time.

NOTIFICATION

Publication of agenda

EXHIBITS

- Exhibit “A” - Vicinity Map
- Exhibit “B” – Public Improvement Agreement
- Exhibit “C” – Straight Promissory Note (Secured by Deed of Trust)

Prepared By
Anitra N. Holt
Management Analyst

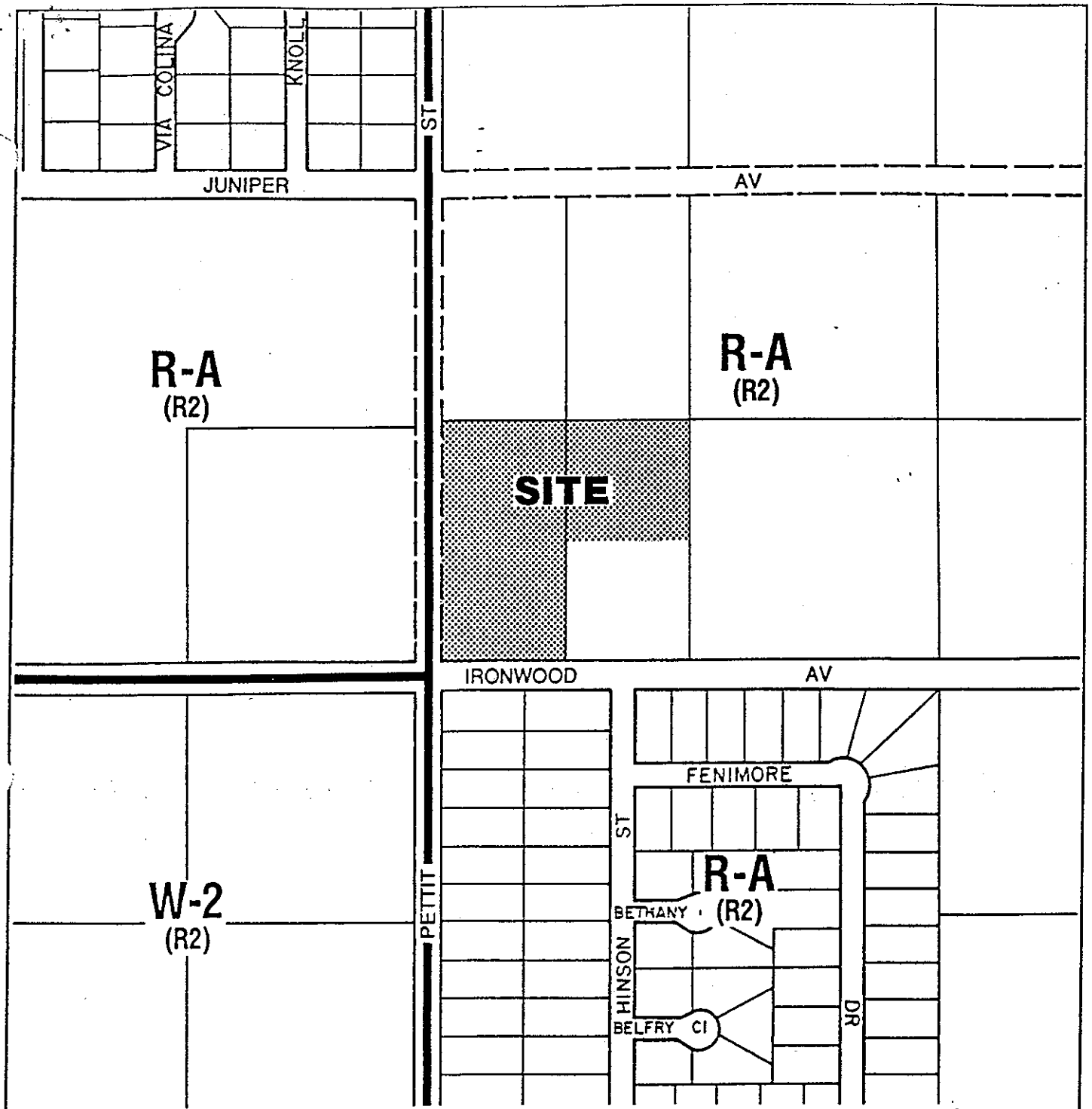
Department Head Approval
Ahmad Ansari
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Concurred By
Barry Foster
Community & Economic Development Director

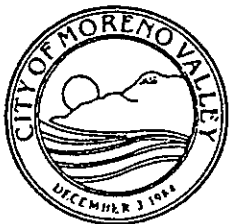
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.



ZONING

General Plan Land Use Designation



City of Moreno Valley

PUP 4030

EXHIBIT "A"

LOCATION MAP

This page intentionally left blank.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PUBLIC USE PERMIT 4030**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and CALVARY CHAPEL OF MORENO VALLEY, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PUBLIC USE PERMIT 4030 agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of SIXTY-SIX THOUSAND AND NO/100 Dollars (**\$66,000.00**).

SECOND: Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds. Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:

City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Contractor:

CALVARY CHAPEL OF MORENO VALLEY
11960 PETTIT AVENUE
MORENO VALLEY, CA 92555

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

Date approved by the City: JUL 14 1998

By: John K. Milheim, President Title 6-17-98
By: John B. Lightfeldt, Secretary Title 6-17-98

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: Cecilia Chavez
City Clerk

CITY OF MORENO VALLEY

By: W. H. B. B. B.
Mayor

(SEAL)

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 6/30/98
By: Robert D. Ferish
City Attorney

PROJECT: PUP4030
OFFSITE

DATE: 10/20/92
PREPARED BY: LENNY MCLEAN

ROADWORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
A.B. Class II	Thickness (ft.)			
	S.F.	0	Ton 12.00	0.00
A.C.	Thickness (ft.)			
	S.F.	0	Ton 35.00	0.00
A.B. Class II	0.67	Thickness (ft.)		
	20,000	S.F.	972	Ton 12.00 11,658.00
A.C.	0.3	Thickness (ft.)		
	20,000	S.F.	435	Ton 35.00 15,225.00
Curb and Gutter - 8"			608	L.F. 9.50 5,776.00
Curb Only - 8"				L.F. 8.00 0.00
Cross Gutter and Spandrel				S.F. 4.00 0.00
Sidewalk			3,660	S.F. 2.25 8,235.00
Driveway Approach - 8"			230	S.F. 3.50 805.00
Redwood Header			770	L.F. 1.00 770.00
Remove Redwood Header				L.F. 0.50 0.00
Relocate Power Pole			1	EA. 4,000.00 4,000.00
Wheelchair Ramp			1	EA. 200.00 200.00
Street Name Sign			1	EA. 300.00 300.00
Street Tree			14	EA. 150.00 2,100.00
Stop Sign			1	EA. 130.00 130.00
Warning Markers - Type L, Type N				EA. 50.00 0.00
Signs and Posts			1	EA. 200.00 200.00
Streets Lights (9500 lumen)			2	EA. 2,800.00 5,600.00
Parkway Drain				EA. 2,000.00 0.00

SUBTOTAL: \$55,000.00

+10% CONTINGENCY:

PLAN CHECK & INSPECTION FEE TOTAL:

SUBTOTAL: \$55,000.00

+20% CONTINGENCY: \$11,000.00

BOND AMOUNT TOTAL: \$66,000.00

BOND AMOUNT:

Monuments:

X 54.00

BOND AMOUNT:

\$0.00

This page intentionally left blank.

STRAIGHT PROMISSORY NOTE
(Secured by Deed of Trust)

\$66,000.00 at Moreno Valley California October 29, 1992.

FOR VALUE RECEIVED, the undersigned (s) promise to pay to the order of: City of Moreno Valley at Moreno Valley, California, or at any other place as designated by holder, the sum of Sixty Six Thousand Dollars (\$66,000.00) with interest from No Interest at the rate of No Interest (///0%) per cent per annum; payable as follows:

The principal sum under this Note shall become due and payable upon demand in the event the promisor fails to construct the improvements to Pettit Street when requested and as required under the conditions of approval of Public Use Permit No. 4030. The proceeds of this Note will then be used to satisfy such obligations to the extent not then performed. This note will bear no interest. Upon recordation of the trust deed securing this Note, the City of Moreno Valley will release all other security retained by it to guarantee promisor's obligation to construct improvements to Pettit Street. Upon completion and acceptance of those improvements by the City, this Note will be canceled and returned to the Promisor.

This Note is secured by: A deed of trust.

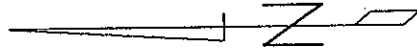
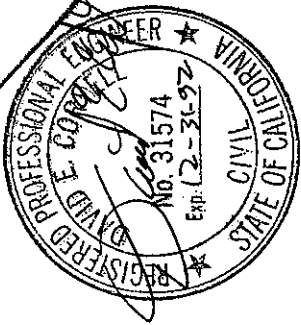
Promisor(s):

NAME: <u>Calvary Chapel Moreno Valley</u>	NAME: <u>Calvary Chapel Moreno Valley</u>
BY (Sig.): <u>John K. Milhouse</u>	BY (Sig.): <u>Gerard T. Lloyd</u>
Name: <u>John K. Milhouse</u>	Name: <u>Gerard T. Lloyd</u>
Title: <u>Pastor/President</u>	Title: <u>Treasurer</u>
Address: <u>11960 Pettit St., Moreno Valley</u>	Address: <u>11960 Pettit St., Moreno Valley</u>
<u>CA 92555</u>	<u>CA 92555</u>

Approved as to Form
Date November 18, 1992
By Edel Berg
City Attorney
Moreno Valley

EXHIBIT "C"

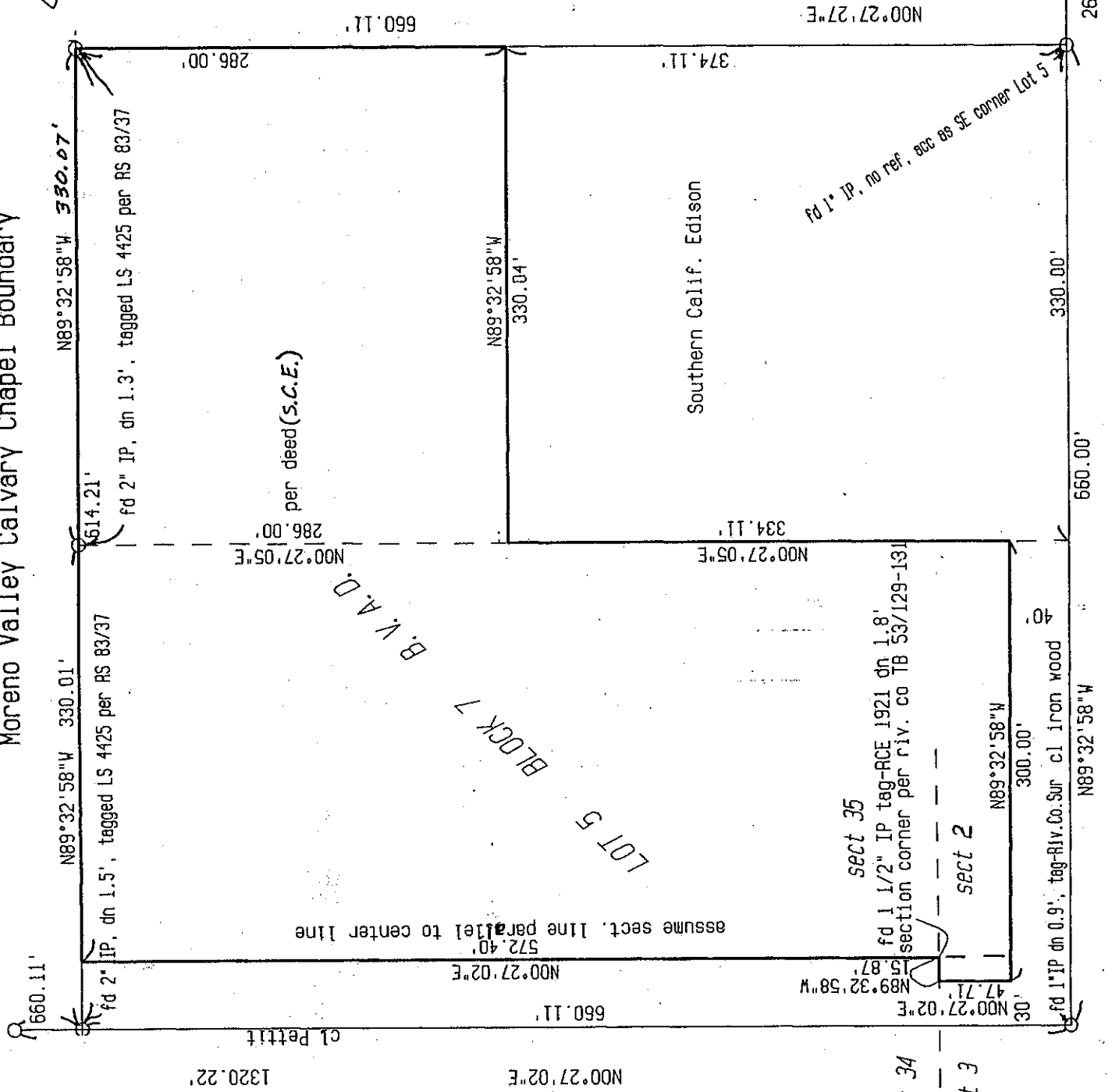
Moreno Valley Calvary Chapel Boundary



1" = 100'

JN244/2-06-91/244ar1

fd 1" IP, dn 0.8', tag-Riv. Co. Sur



1320.22' N00°27'02"E

660.11' N00°27'02"E

sect 34

sect 3

30' N00°27'02"E

fd 1" IP dn 0.9', tag-Riv. Co. Sur cl iron wood

47.71' N89°32'58"W

15.87' N89°32'58"W

sect 2

sect 35

fd 1 1/2" IP tag-ACE 1921 dn 1.8' section corner per riv. co TB 53/129-131

300.00' N89°32'58"W

40'

N89°32'58"W

330.00'

560.00'

N89°32'58"W

2640.50'

N89°32'58" W 330.07'

fd 2" IP, dn 1.3', tagged LS 4425 per RS 83/37

286.00'

286.00' N00°27'05"E

per deed (S.C.E.)

N89°32'58" W 330.04'

374.11'

N00°27'27"E

fd 1" IP, dn 0.8', tag-Riv. Co. Sur

5.107' Lot

Order No. _____
 Escrow No. _____
 Loan No. _____

Recording Requested By: _____

RECORDING REQUESTED BY &
 WHEN RECORDED MAIL TO:
 CITY CLERK
 CITY OF MORENO VALLEY
 P. O. BOX 1440
 MORENO VALLEY, CA 92556

470477

RECEIVED FOR RECORD
 AT 8:00 O'CLOCK

DEC 10 1992

Recorded in Official Records
 of Riverside County, California

Recorder
 Fees \$ _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
 (SHORT FORM)

This DEED OF TRUST, made September 17, 1992, between
 Calvary Chapel of Moreno Valley, A California Non-Profit Religious
 Corporation

whose address is 11960 Pettit St., Moreno Valley, Ca (City) (State)
 (Number and Street)

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and
 City of Moreno Valley

herein called BENEFICIARY,
 WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the
 Moreno Valley County of Riverside, State of California, described as:

See Exhibit A

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$66,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18						

San Diego SERIES 5 Book 1964, Page 149774

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

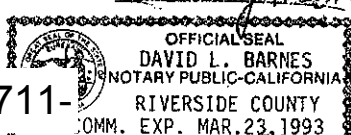
The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA,
 COUNTY OF RIVERSIDE } ss.
 On 17th SEPT, 1992 before me, the
 undersigned, a Notary Public in and for said State, personally appeared
GERARD T. LLOYD

Signature of Trustor
John K. Millhouse
 PRESIDENT OF CORPORATION
Gerard T. Lloyd
 SECRETARY OF CORPORATION

_____ known to me
 to be the person whose name IS subscribed to the within
 instrument and acknowledged that HE executed the same.

WITNESS my hand and official seal.
 Signature David L. Barnes
 Name (Typed or Printed)



Calvary Chapel of Moreno Valley
a California Non-Profit Religious Corp

Item No. A.13

Legal Description of Moreno Valley Calvary Chapel

470477

Parcel A:

The West ½ of Lot 5, Block 7 measured to the center line of the adjoining Street, Map #1 of Bear Valley and Alessandro Development Company, as shown by map on file in book 11, page 10 of maps, San Bernardino County, California.

EXCEPT that portion, if any, of said land included within Section 34 Township 2 South, Range 3 West, San Bernardino Meridian, in the County of Riverside, State of California, according to the official plat thereof.

Parcel B:

The Northerly 286.00 feet of the East half of Lot 5 in Block 7 as per Map No. 1, Bear Valley and Alessandro Development Company, recorded in Book 11, Page 10, of Maps, in the office of the County Recorder of San Bernardino County.

EXCEPTING AND RESERVING unto Southern Surplus Realty Co., its successors and assigns, all uranium, thorium and other fissionable materials, all oil, gas, petroleum, asphaltum, and other hydrocarbon substances and other minerals and mineral ores of every kind and character, whether similar to these herein specified or not, within or underlying, or which may be produced from the hereinbefore described land, together with the right to use that portion only of said land which underlies a plane parallel to and five hundred (500) feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said uranium, thorium, and other fissionable materials, oil, gas, petroleum, asphaltum, and other mineral or hydrocarbon substances from said land, it being expressly understood and agreed that said Southern Surplus Realty Co., its successors and assigns, shall have no right to enter upon the surface of said land, or to use said land or any portion thereof to said depth of five hundred (500) feet, for any purpose whatsoever, as reserved by said Southern Surplus Realty Co. in Grant Deed to Southern California Edison Company dated December 23, 1987 and recorded December 30, 1986 Instrument/File No. 33545 or Official Records, in the office of the County Recorder of the County of Riverside.

Said land is located in the City of Moreno Valley.



Exhibit A

State of California

County of Riverside

} SS.

On this the 18th day of September 19 92, before me,

470477

Jean Barnes

the undersigned Notary Public, personally appeared

John K. Milhouse

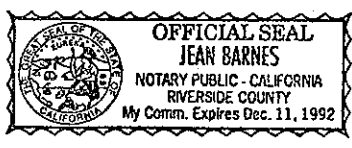
personally known to me

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) by subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Jean Barnes
Notary's Signature



ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

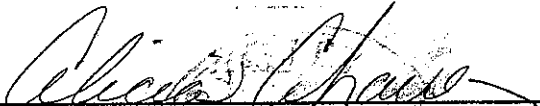
Title or Type of Document Deed of Trust
Number of Pages 2 Date of Document 9-17-92
Signer(s) Other Than Named Above Gerald J. Lloyd

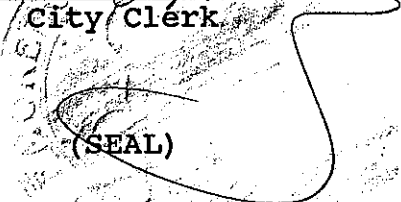
© NATIONAL NOTARY ASSOCIATION® • 8236 Remmet Ave • P.O. Box 7184 • Canoga Park, CA 91304-7184

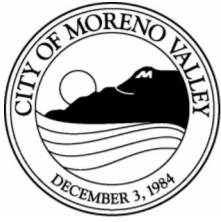
C E R T I F I C A T E O F A C C E P T A N C E

This is to certify that the interest in real property conveyed by the Deed of Trust with Assignment of Rents dated September 17, 1992, from the Calvary Chapel of Moreno Valley, a California Non-Profit Religious Corporation, to the City of Moreno Valley, a municipal corporation of the State of California, is hereby accepted by order of the Moreno Valley City Council, pursuant to authority so ordered on October 27, 1992, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: December 1, 1992



City Clerk

(SEAL)



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rat</i>
CITY MANAGER	<i>msf</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: November 13, 2012

TITLE: PA12-0007 (PM 36449) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS

SOUTHWEST CORNER OF PERRIS BOULEVARD AND JOHN F. KENNEDY DRIVE

Owner: Profesors' Fund IV, LLC
990 Highland Drive, Suite 204
Solona Beach, CA 92705

Developer: Family Dollar, Inc.
a North Carolina Corporation
P.O. Box 1017
Charlotte, NC 82801-1017

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Parcel Map 36449, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
2. Accept the Agreement and Security for Public Improvements.
3. Authorize the Mayor to execute the Agreement in the form attached hereto.
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On May 10, 2012, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 36449 (PA12-0007) along with a plot plan (PA11-0041) for a retail store. The parcel map is a proposal to subdivide 7.77 gross acres into five (5) parcels and the plot plan is a proposal to construct a Family Dollar store on Parcel 3 of the proposed TPM 36449. The project location is bounded by Perris Boulevard to the east and John F. Kennedy Drive to the north.

DISCUSSION

Parcel Map No. 36449 is in substantial conformance with the approved tentative map. The developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide security for the required improvements.

The developer has completed and submitted an Agreement for Public Improvements and agrees to perform and complete all the required street improvements within the term specified in the agreement. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. The public street improvements include, but are not limited to, the following: asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, sewer, water, signing, striping, and traffic control. The Agreement is accompanied by a Bond for Faithful Performance in the amount of \$101,000 and a Bond for Material and Labor in the amount of \$50,500 secured by Travelers Casualty and Surety Company of America.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 - Vicinity Map

Attachment 2 - Agreement for Public Improvements

Attachment 3 - Faithful Performance Bond

Attachment 4 - Material and Labor Bond

Prepared By
Liz Plazola
Sr. Administrative Assistant

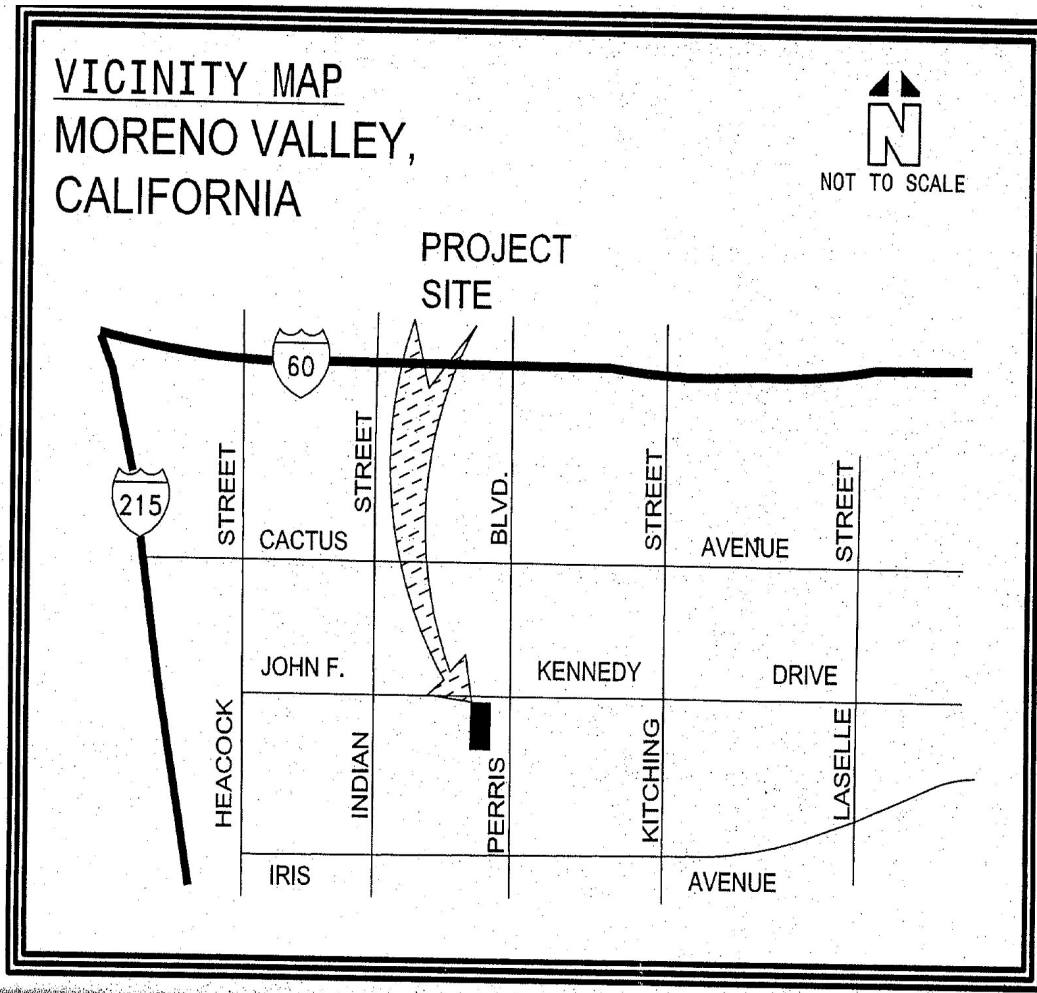
Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Department Head Approval
Barry Foster
Community & Economic Development
Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2012\11-13-12 - PA12-0007 - PM 36449 Final Map, Original Agreement, Security.doc



CITY OF MORENO VALLEY
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT -
LAND DEVELOPMENT

PA12-0007

Attachment 1

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\Vicinity Map format surround - Portrait.doc

This page intentionally left blank.

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103
APN: 485-081-034

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA12-0007 (PM 36449)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **Family Dollar, Inc., a North Carolina Corporation**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA12-0007 (PM 36449)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to reasonable satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City provided that the City exercises reasonable discretion in making such determinations. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to reasonable satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **ONE HUNDRED ONE THOUSAND AND NO/100** Dollars (*****\$101,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **FIFTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****\$50,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer provided that such fees are per the current City Fee Schedule. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all reasonable costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

Attachment 2

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Family Dollar, Inc.
a North Carolina Corporation
P.O. Box 1017
Charlotte, NC 28201-1017

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

Date approved by the City: _____

Family Dollar, Inc., a North Carolina Corporation:
Developer

BY: Thomas E. Schoenheit
Signature
Thomas E. Schoenheit
Print/Type Name
Vice President
Title

BY: Heather B. Adams
Signature
Heather B. Adams
Print/Type Name
Asst. Secretary
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

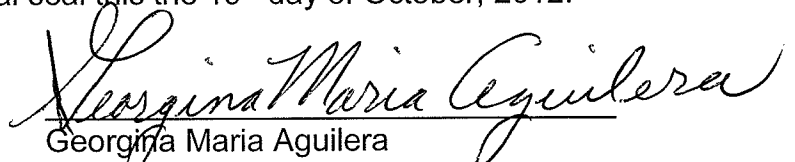
SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NOTARY

I, Georgina Maria Aguilera, a Notary Public in and for the aforesaid State and County, do hereby certify that THOMAS E. SCHOENHEIT and HEATHER B. ADAMS, Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 19th day of October, 2012.



Georgina Maria Aguilera
Notary Public
My Commission Expires: July 7, 2015

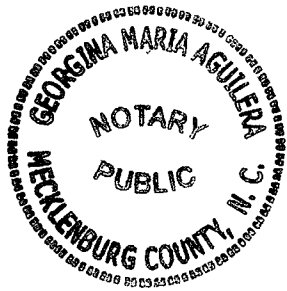


EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

10/16/12
VBC

PROJECT: PA12-0007
PM 36449

DATE: 10/16/12
PREPARED BY: Vince Giron

PUBLIC PAVEMENT SECTIONS

TYPE	0		QUANTITY UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF					
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Street Work - DIF					
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Street Work - TUMF					
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
			SUBTOTAL:		0

10/16/12
VBC

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: PA12-0007
PM 36449

DATE: 10/16/12
PREPARED BY: Vince Giron

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	2	EA.	6,000.00	12,000
SPECIAL DISTRICTS SUBTOTAL:				12,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
MVU SUBTOTAL:				0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordinator)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
TRANSPORTATION SUBTOTAL:				0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

10/16/12
UBG

PROJECT: PA12-0007
PM 36449

PUBLIC STORM DRAIN SYSTEM

DATE: 10/16/12
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') (DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: PA12-0007
PM 36449

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

DATE: 10/16/12
PREPARED BY: Vince Giron

10/16/12

VBG

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	1	EA.	3500.00	3,500
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	3,500

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

DATE: 10/16/12
PREPARED BY: Vince Giron

10/16/12
VBC

PROJECT: PA12-0007
PM 36449

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
1" DIP	42	L.F.	25.00	1,050
8" DIP	72	L.F.	30.00	2,160
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	60.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	1	EA.	4,000.00	4,000
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	2		200.00	400
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	1		230.00	230
1" Meter	1		320.00	320
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	1	EA.	2,200.00	2,200
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	6	CY	150.00	900
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	235.00	0
	0		0.00	0
SUBTOTAL:				11,260

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: PA12-0007
PM 36449

PUBLIC SEWER SYSTEMS

DATE: 10/16/12
PREPARED BY: Vince Giron

10/16/12
VBC

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	0	L.F.	55.00	0
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	60	L.F.	30.00	1,800
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	1	EA.	2,100.00	2,100
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	3,900

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

10/16/12
VBG

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA12-0007
PM 36449 0

DATE: 10/16/12
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$0
OFFSITE STREET WORK	:	\$17,740
SPECIAL DISTRICTS	:	\$12,000
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$3,500
WATER SYSTEM	:	\$11,260
SEWER SYSTEM	:	\$3,900
TRAFFIC IMPROVEMENTS	:	\$0
BONDABLE WORK (not plan checked)	:	\$35,640
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$84,040
+20% CONTINGENCY:		\$16,808
<u>GRAND TOTAL:</u>		\$100,848

BOND AMOUNT: \$101,000

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements	<u>\$101,000.00</u>	Project No.	<u>PA12-0007(PM 36449)</u>
Bond No.	<u>105810727</u>	Premium	<u>Family Dollar, Inc.,</u>
Surety	<u>Travelers Casualty and Surety Company of America</u>	Principal	<u>a North Carolina Corporation.</u>
Address	<u>One Tower Square</u>	Address	<u>P.O. Box 1017</u>
City/Zip	<u>Hartford, CT 06183</u>	City/Zip	<u>Charlotte, NC 28201-1017</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Family Dollar, Inc., a North Carolina Corporation**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA12-0007 (PM 36449)**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **ONE HUNDRED ONE THOUSAND AND NO/100 Dollars (***\$101,000.00***)**, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Attachment 3

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA12-0007 (PM 36449)

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on October 19, 2012.

NAME OF PRINCIPAL: Family Dollar, Inc., a North Carolina Corporation
Company Name

AUTHORIZED SIGNATURE(S): By

Thomas L. Scherbert Vice President
Name Title
Rebecca B. Adams Asst. Secretary
Name Title

NAME OF SURETY: Travelers Casualty and Surety Company of America
Company Name

AUTHORIZED SIGNATURE: Judie M. Chisolm
Judie M. Chisolm ITS ATTORNEY-IN-FACT

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY**

Approved as to form:
Date: _____

City Attorney
City of Moreno Valley

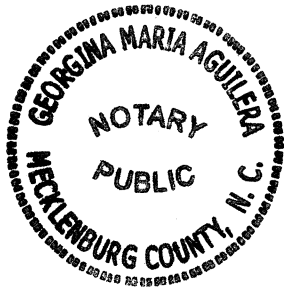
W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA12-0007 - Faithful Performance Bond.doc

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NOTARY

I, Georgina Maria Aguilera, a Notary Public in and for the aforesaid State and County, do hereby certify that THOMAS E. SCHOENHEIT and HEATHER B. ADAMS, Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 19th day of October, 2012.



Georgina Maria Aguilera

Georgina Maria Aguilera
Notary Public

My Commission Expires: July 7, 2015

This page intentionally left blank.

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements \$50,500.00

Project No. PA12-0007 (PM 36449)

Bond No. 105810727

Premium _____

Surety Travelers Casualty and Surety Company of America

Principal Family Dollar, Inc.,
a North Carolina Corporation.

Address One Tower Square

Address P.O. Box 1017

City/Zip Hartford, CT 06183

City/Zip Charlotte, NC 28201-1017

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Family Dollar, Inc., a North Carolina Corporation**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA12-0007 (PM 36449)**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum **FIFTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (**\$50,500.00**)**, lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Attachment 4

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA12-0007 (PM 36449)

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on October 19, 2012.

NAME OF PRINCIPAL: Family Dollar, Inc., a North Carolina Corporation
Company Name

AUTHORIZED SIGNATURE(S): By:

<u>Thomas J. Chamberland</u>	<u>Vice President</u>
Name	Title
<u>Debra B. Hamo</u>	<u>Asst. Sec.</u>
Name	Title

NAME OF SURETY: Travelers Casualty and Surety Company of America
Company Name

AUTHORIZED SIGNATURE: Judie M. Chisolm
Judie M. Chisolm ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:
Date: _____

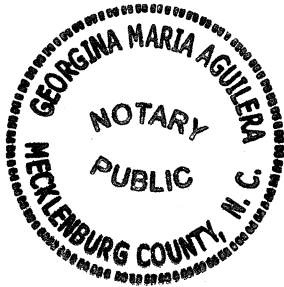
City Attorney
City of Moreno Valley

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NOTARY

I, Georgina Maria Aguilera, a Notary Public in and for the aforesaid State and County, do hereby certify that THOMAS E. SCHOENHEIT and HEATHER B. ADAMS, Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 19th day of October, 2012.



Georgina Maria Aguilera

Georgina Maria Aguilera
Notary Public
My Commission Expires: July 7, 2015



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216724

Certificate No. 005223704

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Maryann Dark, and Judie M. Chisolm

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of October, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19 day of October, 2012.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

All-Purpose Certificate of Acknowledgment

State of North Carolina }
 County of Mecklenburg }

On October 19, 2012 before me, Maryann Dark,
DATE NAME OF NOTARY PUBLIC

personally appeared Judie M. Chisolm
NAME(S) OF SIGNER(S)

- personally known to me - **OR** 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.

Witness my hand and official seal.

My commission expires:

March 29, 2014


SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual(s)
- Corporate Officer:
- Title(s)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

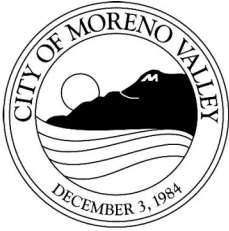
Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RA</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council and City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: November 13, 2012

TITLE: FINANCIAL STATEMENTS FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY FOR SEVEN MONTHS ENDED JANUARY 31, 2012

RECOMMENDED ACTION

Staff recommends that the City Council and City Council Serving as the Successor Agency receive and file the Financial Statements for the Community Redevelopment Agency (RDA) for the City of Moreno Valley for seven months ended January 31, 2012.

BACKGROUND

In June 2011, as a part of the State's Fiscal Year 2011-2012 approved budget, the Governor signed two budget-related bills, ABX1 26 (the "Dissolution Act"), and ABX1 27 (the "Voluntary Program Act"). Under ABX1 26, as of October 1, 2011 redevelopment agencies would cease to exist as corporate governmental entities. The related bill ABX1 27 exempts from elimination any RDA within a City or County that agrees to make an annual payment to the State.

The provisions of ABX1 26 (the Dissolution Act) required that all redevelopment agencies be legally dissolved as of October 1, 2011. The State Supreme Court reviewed the two laws in late 2011 and upheld ABX1 26, while rejecting ABX1 27. As a part of its decision, the State Supreme Court extended the effective date of dissolution to February 1, 2012.

DISCUSSION

The previous RDA accounting activity was recorded in eight funds established at the direction of the RDA Board. These eight funds recorded administrative and operating activities of the RDA, Capital Project activities, bonded indebtedness activities (5 separate funds) and low and moderate income housing activities.

One of the most important items contained in the Financial Statements is the Independent Auditors' Report on the financial statements, which is also known as the "Opinion Letter". The auditors have provided the Agency with an "unqualified" audit opinion, which indicates that the Agency's financial statements fairly present the financial position of the Agency. Following is the pertinent text from the "Opinion Letter":

"In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Agency, as of January 31, 2012, and the respective changes in financial position, thereof for the seven months then ended in conformity with accounting principles generally accepted in the United States of America."

ALTERNATIVES

Not applicable

FISCAL IMPACT

None

CITY COUNCIL GOALS

Advocacy. *Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.*

Like the City's budget, the Financial Statements contain vital financial information about the financial condition of the Agency, and is an important communications tool regarding Agency financial policies and practices. It is used by a multitude of financial institutions to understand the Agency's current financial position and to meet ongoing disclosure requirements relative to the Agency's long-term debt.

SUMMARY

The Financial Statements for the Community Redevelopment Agency (RDA) for the City of Moreno Valley for seven months ended January 31, 2012 presents the results of the Agency’s operations and financial position as of January 31, 2012 prior to its dissolution, and is hereby submitted for the City Council’s information. The Agency’s financial statements have received an “unqualified” opinion from an independent auditor, indicating their accuracy and compliance with all applicable reporting requirements.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Attachment 1: Financial Statements for the Community Redevelopment Agency (RDA) for the City of Moreno Valley for seven months ended January 31, 2012.

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY



Financial Statements

Seven Months Ended
January 31, 2012



**Community Redevelopment Agency of the
City of Moreno Valley, California**

Seven Months Ended January 31, 2012

Table of Contents

	<u>Page Number</u>
Independent Auditors' Report	1
Basic Financial Statements	
Government-Wide Financial Statements:	
Statement of Net Assets	3
Statement of Activities.....	4
Fund Financial Statements:	
Governmental Funds Balance Sheet	5
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Assets	6
Governmental Funds Statement of Revenues, Expenditures and Changes in Funds Balances	7
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	8
Notes to the Financial Statements.....	9
Supplementary Information	
Governmental Funds Combining Balance Sheet	22
Governmental Funds Combining Statement of Revenues, Expenditures and Changes in Fund Balances	24



CERTIFIED PUBLIC ACCOUNTANTS

- Brandon W. Burrows, CPA
- David E. Hale, CPA, CFP
A Professional Corporation
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Shelly K. Jackley, CPA
- Bryan S. Gruber, CPA
- Deborah A. Harper, CPA

INDEPENDENT AUDITORS' REPORT

To the Honorable Chair and Members of the Governing Board
Community Redevelopment Agency of the City of Moreno Valley
Moreno Valley, California

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Community Redevelopment Agency of the City of Moreno Valley (Agency), a component unit of the City of Moreno Valley, California, as of and for the seven months ended January 31, 2012, which collectively comprise the Agency's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Agency, as of January 31, 2012, and the respective changes in financial position, thereof for the seven months then ended in conformity with accounting principles generally accepted in the United States of America.

We would like to draw the reader's attention to Note 9 – "California Redevelopment Agency Dissolution". The note provides information on two bills passed, AB X1 26 and AB X1 27 which dissolve redevelopment agencies as of January 31, 2012 based on the California Supreme Court ruling dated December 29, 2011.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2012, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



To the Honorable Chair and Members of the Governing Board
Community Redevelopment Agency of the City of Moreno Valley

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Agency's financial statements as a whole. The combining project area statements are presented for purposes of additional analysis and are not a required part of the financial statements. These are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The Agency has not presented a management's discussion and analysis that accounting principles generally accepted in the United States of America has determined is necessary to supplement, although not required to be part of, the basic financial statements.

Lance, Soll & Lingham, LLP

Brea, California
August 27, 2012

**Community Redevelopment Agency
of the City of Moreno Valley**

**Statement of Net Assets
January 31, 2012**

	<u>Governmental Activities</u>
Assets:	
Pooled cash and investments (note 3)	\$ 38,724,650
Receivables:	
Accounts	50,000
Notes and loans (note 4)	25,828,520
Interest	590,527
Land held for redevelopment	3,916,126
Advances to the City of Moreno Valley	189,000
Capital assets, not being depreciated (note 5)	12,124,893
Capital assets, net of depreciation (note 5)	<u>18,378,607</u>
Total Assets	<u>99,802,323</u>
Liabilities:	
Accounts payable	757,384
Accrued interest payable on long-term debt	1,019,642
Long-term liabilities (note 6):	
Due within one year	220,000
Due in more than one year	<u>60,135,032</u>
Total Liabilities	<u>62,132,058</u>
Net Assets:	
Invested in capital assets	30,503,500
Restricted for:	
Low and moderate housing	33,733,889
Debt service	1,826,127
Unrestricted	<u>(28,393,251)</u>
Total Net Assets	<u>\$ 37,670,265</u>

**Community Redevelopment Agency
of the City of Moreno Valley**

**Statement of Activities
For the Seven Months Ended January 31, 2012**

		Program Revenues			Net (Expense) Revenues and Changes in Net Assets
Expenses	Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Governmental Activities	
Functions/Programs					
Governmental Activities:					
General government	\$ 1,930,183	\$ -	\$ -	\$ -	\$ (1,930,183)
Interest on long-term debt	2,557,453	-	-	-	(2,557,453)
Total Governmental Activities	\$ 4,487,636	\$ -	\$ -	\$ -	(4,487,636)
 General Revenues:					
Tax increment (net of pass-through payments)					5,730,131
Property taxes					557,255
Use of money and property					783,008
Miscellaneous					129,896
Transfers to the City of Moreno Valley (note 7)					<u>(1,328,768)</u>
Total General Revenues and Transfers					<u>5,871,522</u>
Extraordinary gain on forgiveness of loan (note 6)					18,759,570
Change in Net Assets					20,143,456
Net Assets at Beginning of Year					<u>17,526,809</u>
Net Assets at End of Seven Months					<u>\$ 37,670,265</u>

**Community Redevelopment Agency
of the City of Moreno Valley**

**Governmental Funds
Balance Sheet
January 31, 2012**

**Moreno Valley
Redevelopment Project**

	<u>Capital Projects Funds</u>		<u>Debt Service Funds</u>	<u>Totals</u>
	<u>Project</u>	<u>Low and Moderate Housing</u>	<u>Debt Service</u>	
Assets:				
Cash and investments (note 3)	\$ 29,122,050	\$ 4,345,352	\$ 5,257,248	\$ 38,724,650
Receivables:				
Accounts	50,000	-	-	50,000
Notes and loans (note 4)	-	25,828,520	-	25,828,520
Interest	-	590,527	-	590,527
Land held for redevelopment	3,718,466	197,660	-	3,916,126
Advances to other funds (note 7)	-	3,386,697	-	3,386,697
Advances to the City of Moreno Valley	-	-	189,000	189,000
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u>\$ 32,890,516</u>	<u>\$ 34,348,756</u>	<u>\$ 5,446,248</u>	<u>\$ 72,685,520</u>
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	\$ 517,203	\$ 15,757	\$ 224,424	\$ 757,384
Deferred revenue	-	599,110	9,000	608,110
Advances from other funds (note 7)	-	-	3,386,697	3,386,697
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities	<u>517,203</u>	<u>614,867</u>	<u>3,620,121</u>	<u>4,752,191</u>
Fund Balances:				
Nonspendable:				
Long-term receivables	-	25,828,520	-	25,828,520
Advances	-	3,386,697	189,000	3,575,697
Land held for redevelopment	3,718,466	197,660	-	3,916,126
Restricted for:				
Debt service	-	-	1,637,127	1,637,127
Low and moderate income housing	-	4,321,012	-	4,321,012
Assigned to:				
Community development	28,654,847	-	-	28,654,847
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Fund Balances	<u>32,373,313</u>	<u>33,733,889</u>	<u>1,826,127</u>	<u>67,933,329</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities and Fund Balances	<u>\$ 32,890,516</u>	<u>\$ 34,348,756</u>	<u>\$ 5,446,248</u>	<u>\$ 72,685,520</u>

**Community Redevelopment Agency
of the City of Moreno Valley**

**Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Assets
January 31, 2012**

Fund balances of governmental funds	\$ 67,933,329
<p>Amounts reported for governmental activities in the statement of net assets are different because:</p>	
Capital assets net of depreciation, used in governmental activities are not financial resources and, therefore, are not reported in the funds.	
Capital assets not being depreciated	12,124,893
Depreciable capital assets, net of accumulated depreciation	18,378,607
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the statement of revenues, expenditures and changes in fund balances. These revenues are reported as deferred revenue in the balance sheet of governmental funds.	608,110
Long-term liabilities are not due and payable in the current period and, therefore are not reported in the funds.	
Bonds payable	(42,265,000)
Developer loans	(1,592,660)
Advances from the City of Moreno Valley	(16,497,372)
Accrued interest payable for the current portion of interest due on long-term liabilities are not reported in the funds.	<u>(1,019,642)</u>
Net assets of governmental activities	<u><u>\$ 37,670,265</u></u>

**Community Redevelopment Agency
of the City of Moreno Valley**

**Governmental Funds
Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Seven Months Ended January 31, 2012**

	Moreno Valley Redevelopment Project		Debt Service Funds	Totals
	Capital Projects Funds			
	Project	Low and Moderate Housing	Debt Service	
Revenues:				
Taxes and assessments:				
Tax increment	\$ -	\$ 1,736,829	\$ 6,947,314	\$ 8,684,143
Property taxes	-	-	557,255	557,255
Use of money and property	521,483	65,712	195,813	783,008
Miscellaneous	2,329	-	-	2,329
Total Revenues	523,812	1,802,541	7,700,382	10,026,735
Expenditures:				
Current:				
General government	376,051	373,501	465,687	1,215,239
Capital outlay	3,164,052	-	-	3,164,052
Debt service:				
Principal retirement	-	-	601,704	601,704
Interest and fiscal charges	-	-	2,391,013	2,391,013
Pass-through agreement payments	-	-	2,954,012	2,954,012
Total Expenditures	3,540,103	373,501	6,412,416	10,326,020
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,016,291)	1,429,040	1,287,966	(299,285)
Other Financing Sources (Uses):				
Transfers in (note 7)	634,592	-	-	634,592
Transfers out (note 7)	-	-	(634,592)	(634,592)
Long-term debt issued	-	-	1,284,154	1,284,154
Transfers to the City of Moreno Valley (note 7)	-	-	(1,328,768)	(1,328,768)
Total Other Financing Sources (Uses):	634,592	-	(679,206)	(44,614)
Net Change in Fund Balances	(2,381,699)	1,429,040	608,760	(343,899)
Fund Balances, Beginning of Year	34,755,012	32,304,849	1,217,367	68,277,228
Fund Balances, End of Seven Months	\$ 32,373,313	\$ 33,733,889	\$ 1,826,127	\$ 67,933,329

**Community Redevelopment Agency
of the City of Moreno Valley**

**Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities**

For the Seven Months Ended January 31, 2012

Net change in fund balances - total governmental funds **\$ (343,899)**

Amounts reported for governmental activities in the statement of activities is different because:

Forgiveness of advances is not recognized in the governmental funds because it is not a current financial source, but the extraordinary gain is reported in the Statement of Activities. 18,759,570

Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets. 601,704

Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of those assets is capitalized and allocated over their estimated useful lives through depreciation expense:

Capital outlay expenditures removed	3,164,055
Depreciation	(714,947)

Proceeds of debt is revenue in the governmental funds, but these are additions to the statement of net assets. (1,284,154)

Revenues reported in the governmental funds which were previously deferred and meet the revenue recognition criteria currently and, therefore, are not reported as revenues in the statement of activities. 127,567

Expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:

Current accrual of interest due on bonds	(1,019,642)
Prior year accrual of interest due on bonds	853,202

Change in net assets of governmental activities **\$ 20,143,456**

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements
January 31, 2012**

Note 1: Organization and Summary of Significant Accounting

a. Policies Description of the Reporting Entity

The Community Redevelopment Agency of the City of Moreno Valley, California, is a component unit of a reporting entity that consists of the following primary and component units:

Reporting Entity:

Primary Government:

City of Moreno Valley

Component Units:

Community Redevelopment Agency of the City of Moreno Valley
Community Services District of the City of Moreno Valley Community Facilities
Districts No. 2 and No. 3
Towngate Community Facilities District No. 87-1
Moreno Valley Public Facilities Financing Corporation
Moreno Valley Public Financing Authority
Industrial Development Authority

The attached basic financial statements contain information relative only to the Community Redevelopment Agency of the City of Moreno Valley as one component unit, which is an integral part of the total reporting entity. They do not contain financial data relating to the other component units.

The Community Redevelopment Agency of the City of Moreno Valley (the Agency) was created by a City Council ordinance adopted on February 18, 1986. The Agency was established pursuant to the State of California Health and Safety Code, Section 33000, entitled Community Redevelopment Law. Its purpose is to prepare and carry out plans for the improvement, rehabilitation and redevelopment of blighted areas within the City of Moreno Valley (the City).

Governmental Accounting Standards define the reporting entity as the primary government and those component units for which the primary government is financially accountable. Financial accountability is defined as appointment of a voting majority of the component unit's board, and either: a) the primary government has the ability to impose its will, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government. Since the City Council of the City of Moreno Valley also serves as the Governing Board of the Agency, the City, in effect, has the ability to influence and control operations. Therefore, the City has oversight responsibility for the Agency. Accordingly, in applying the criteria of Governmental Accounting Standards, the financial statements of the Agency are included in the City's Comprehensive Annual Financial Report. There are no other entities that are considered to be component units of the Agency.

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 1: Organization and Summary of Significant Accounting (Continued)

activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues. The primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, while grant revenues have an availability period of 120 days. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 1: Organization and Summary of Significant Accounting (Continued)

The Agency reports the following major governmental funds:

The Project Capital Projects Fund accounts for the financing, construction and administrative activities of the Agency.

The Low and Moderate Housing Capital Projects Fund accounts for 20% of tax increment set aside for low and moderate housing activities.

The Debt Service Fund accounts for the accumulation of resources for the payment of interest and principal on long-term debt of the Agency.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as they are needed.

d. Assets, Liabilities and Net Assets or Equity

1. Investments

Investments for the Agency are reported at fair value. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

2. Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Property tax revenue attach as an enforceable lien on property as of January 1. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent, if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first of March each year and are delinquent on August 31. The County of Riverside bills and collects the property taxes, and remits them to the Agency in installments during the year. Property taxes received within 60 days after the Agency's fiscal year end are considered "measureable" and "available" and are accrued in the Agency's financial statements.

Due to the dissolution of the Agency, for the seven months ended January 31, 2012, the Agency only received tax increment related to the first levy.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 1: Organization and Summary of Significant Accounting (Continued)

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

4. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Building and Improvements	5 - 50
Furniture and Equipment	3 - 15
Vehicles	3 - 10
Infrastructure	25 -50

In accordance with GASB Statement No. 34, the Agency is required to report general infrastructure assets.

Buildings are depreciated using the straight-line method over the estimated useful life of 50 years.

5. Deferred Revenue

The government reports unearned revenue on its combined balance sheet. Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the balance sheet and revenue is recognized.

6. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net assets.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 1: Organization and Summary of Significant Accounting (Continued)

7. Salary Expenditures

The Agency does not employ any personnel and relies on the City of Moreno Valley (City) for administrative services. The financial statements include expenditures for salary and other benefits, which were allocated to the Agency by the City.

8. Land Held for Redevelopment

Land purchased for the purposes of resale (or contribution to a redevelopment project) is recorded at the Agency's cost to purchase the property or, upon entering into a contract for sale, the estimated net realizable value, if lower.

9. Fund Equity

In the fund financial statements, government funds report the following fund balance classifications:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, the Governing Board. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a minute action or a resolution.

Assigned include amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The Financial and Administrative Services Director is authorized to assign amounts to a specific purpose, which was established by the governing body in a resolution.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Agency considers restricted amounts to be used first, then unrestricted. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, they are considered to be spent in the order as follows: committed, assigned and then unassigned.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 2: Stewardship, Compliance and Accountability

Budgetary Data

General Budget Policies

Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for all governmental fund types. From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the various Agency departments.

Reported budget amounts represent the original legally adopted budget as amended. The City Council, acting as the Agency Board, may approve amendments to the budget during a regular meeting, providing that sufficient monies are available and that expenditures of proceeds of taxes will not be increased beyond the constitutional appropriations limit as imposed by Article XIII B of the State Constitution.

Individual fund budgets are, in all cases where appropriations are required, the same as the appropriation amounts. In the case of the governmental fund types, unexpended budgeted amounts, except for amounts relating to capital projects, lapse at the end of the budget year. Spending control for most funds is established by the amount of expenditures budgeted for each department within the fund, but management control is exercised at budgetary line item levels within the departments. Management can transfer budgeted amounts between operating programs, departments, or funds, provided that such transfers do not increase the overall budget. Appropriations that increase the budget require City Council, acting as the Agency Board, approval.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the governmental funds. Unexpended and unencumbered appropriations of the governmental funds automatically lapse at the end of the fiscal year. Encumbrances at year-end are a portion of the reserved fund balance and are reappropriated the following year.

Budget Basis Accounting

Budgets for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Note 3: Cash and Investments

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investment pooled with the City	<u>\$ 38,724,650</u>
------------------------------------------	----------------------

The Agency's funds are pooled with the City of Moreno Valley's cash and investments in order to generate optimum interest income. The information required by GASB Statement No. 40 related to authorized investments, credit risk, etc. is available in the annual report of the City.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 4: Notes and Loans Receivable

Notes and Loans receivable of \$25,828,520 consisted primarily of loans and advances to developers for various projects. A summary of amounts owed to the Agency at January 31, 2012 follows:

Cottonwood Properties	\$ 3,870,617
Rancho Dorado	5,550,000
Sheila Street Rehabilitation	2,651,875
Oakwood	2,250,000
RHDC Properties	1,866,557
CVHC	1,639,450
Ability First	824,917
Bay Family Apartments	755,000
Perris Isle	413,000
Hemlock Family Apartments	5,300,000
Others	707,104
Total	\$ 25,828,520

Note 5: Capital Assets

A summary of changes in capital assets for the seven months ended January 31, 2012 are as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Non-Depreciable Assets:					
Land	\$ 9,435,936	\$ -	\$ -	\$ -	\$ 9,435,936
Construction in Progress	1,402,196	3,164,055	-	(1,877,294)	2,688,957
Total Non-Depreciated Assets	10,838,132	3,164,055	-	(1,877,294)	12,124,893
Depreciable Assets:					
Buildings and Improvements	12,191,837	-	-	-	12,191,837
Furniture and Equipment	352,837	-	-	-	352,837
Infrastructure	7,867,668	-	-	1,877,294	9,744,962
Total Depreciable Assets	20,412,342	-	-	1,877,294	22,289,636
Accumulated Depreciation:					
Buildings and Improvements	2,681,216	487,673	-	-	3,168,889
Furniture and Equipment	388,119	35,284	-	-	423,403
Infrastructure	126,747	191,990	-	-	318,737
Total Accumulated Depreciation	3,196,082	714,947	-	-	3,911,029
Depreciable Assets, Net of Depreciation	17,216,260	714,947	-	1,877,294	18,378,607
Total Capital Assets, Net of Depreciation	\$28,054,392	\$ 2,449,108	\$ -	\$ -	\$30,503,500

Depreciation expense was charged to functions/programs of the Agency as follows:

Governmental Activities:

Community development	\$ 714,947
-----------------------	------------

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 6: Long-Term Liabilities

A description of the Agency's long-term liabilities outstanding is as follows:

Note Payable, Price Company

The Agency had recorded a long-term payable in the original amount of \$2,433,744 under a development and disposition agreement and promissory note with Price Company for the reimbursement of costs of construction of a 130,000 square-foot-retail store. The note bears interest at 8% per annum and is payable solely from 50% of site-generated sales tax. Any remainder payable after September 2015 will be forgiven. The amount outstanding as of January 31, 2012 was \$1,592,660.

City Loans Payable to the City of Moreno Valley

The Towngate Regional Mall notes (Sears Note), totaling \$13,000,000, originated from a participation agreement (as amended) whereby the Agency acquired certain parcels within the mall for subsequent transfer to major tenants. The notes bear interest of 7.25% and are payable solely from available site-generated property tax increment and up to 50% of site-generated sales tax. Furthermore, the Agency had covenanted to use reasonable best efforts to refinance these notes with Tax Allocation Bonds, provided such financing is determined to be fiscally feasible. During 2003-2004, the City purchased the rights to the notes from the holder. In a letter dated May 26, 2012, the California Department of Finance approved this loan as an enforceable obligation. At January 31, 2012, the outstanding principal and accrued interest balances are \$13,000,000 and \$2,502,437, respectively.

In 2005, the Agency purchased improved property from the City – the Conference and Recreation Center. The purchase price was \$14,203,946. The loan note was \$11,503,946 after the initial payment of \$2,700,000. A subsequent principal payment of \$29,124 was made in 2004-2005. The term is 20 years with 12% simple interest. This loan was not accepted as an enforceable obligation by the California Department of Finance. As a result, these advances have been forgiven in accordance with AB X1 26. As a result, advances and matured unpaid interest of \$11,474,822 and \$7,284,748, respectively, have been removed from the government-wide statements resulting in an extraordinary gain of \$18,759,570. See Note 8 for more information.

The Agency owes the City a total of \$652,248 in future sales tax revenue for funds borrowed to finance redevelopment activities. \$518,520 represents monies borrowed during 2006-2007 by the Agency. \$133,728 represents monies borrowed during 2007-2008 by the Agency. The interest rate on the borrowings is 12% and repayment of the long-term payable is made when funds become available. During the current year, repayments of \$248,297 were made to repay a portion of the prior year matured unpaid interest. In a letter dated May 26, 2012, the California Department of Finance approved this loan as an enforceable obligation. At January 31, 2012, the outstanding principal and accrued interest balances are \$652,248 and \$342,687, respectively.

2007 Tax Allocation Bonds, Series A

In November 2007, the Agency issued 2007 Tax Allocation Bonds, Series A, in the original issue amount of \$43,495,000 for the purpose of financing various redevelopment activities and other undertakings permitted under the Redevelopment Law, to fund a reserve for the bonds and to pay issuance costs. The bonds mature in serial and term fashion through August 1, 2038 and bear interest ranging from 3.5% to 5.0%. The bonds are subject to both optional and mandatory redemption prior to maturity beginning on August 1, 2017. The bonds are payable solely from Tax Increment Revenues and other funds and amounts pledged therefore pursuant to the Indenture. This issue is fully insured in the event of nonpayment by Agency.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 6: Long-Term Liabilities (Continued)

Year Ending January 31	Principal	Interest
2012-2013	\$ 220,000	\$ 2,039,284
2013-2014	230,000	2,030,484
2014-2015	230,000	2,021,284
2015-2016	235,000	2,013,234
2016-2017	245,000	2,005,009
2018-2021	1,330,000	9,872,506
2022-2027	7,960,000	9,062,179
2028-2031	10,680,000	6,944,069
2032-2036	14,340,000	3,919,750
2037-2041	6,795,000	513,750
	<u>\$ 42,265,000</u>	<u>\$ 40,421,549</u>

Annual maturities for certain balances of long-term debt have not been presented, as fixed maturities have not been established.

The following is a schedule of changes in long term debt of the Agency for the seven months ended January 31, 2012:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Price Company Note	\$ 1,736,067	\$ -	\$ 143,407	\$ 1,592,660	\$ -
City Loans - Principal	25,127,070	-	11,474,822	13,652,248	-
City Loans - Unpaid Interest	9,094,015	1,284,154	7,533,045	2,845,124	-
2007 Tax Allocation Bonds Series A	42,475,000	-	210,000	42,265,000	220,000
Total Long-Term Liabilities	<u>\$ 78,432,152</u>	<u>\$ 1,284,154</u>	<u>\$ 19,361,274</u>	<u>\$ 60,355,032</u>	<u>\$ 220,000</u>

Debt Service Requirements

The Agency has pledged as security for tax allocation bonds it has issued a portion of the tax increment revenue that it receives. These bonds were to provide financing for various capital projects. The Agency has committed to appropriate each year from these resources amounts sufficient to cover the principal and interest requirements on the debt. Total principal and interest remaining on the debt is \$82,686,549 with annual debt service requirements indicated above. For the seven months ended, the total tax increment revenue recognized by the Agency was \$8,684,143 and the debt service obligation on the bonds was \$1,233,842.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 7: Interfund Receivables, Payables and Transfers

a. Advances to / from other funds

Funds	Advances Receivable	Advances Payable
Capital Projects Funds:		
Low and Moderate Housing	\$ 3,386,697	\$ -
Debt Service Funds:		
Tax Increment Fund	-	3,386,697
Totals	\$ 3,386,697	\$ 3,386,697

In June 2007, the Low and Moderate Income Housing Capital Projects Fund advanced to the Tax Increment Debt Service Fund \$4,157,976 to finance the purchase of certain properties. Repayments will be made annually in an amount equal to 5% of the principal balance. Interest payments will be made annually based on the Agency's approximate average investment returns on monies. During the seven months, a principal payment of \$169,335 was scheduled to be made in July 2011, however due to the dissolution of the Agency, the payment was not made. The outstanding balance as of January 31, 2012 was \$3,386,697.

b. Transfers to / from other funds

Funds	Transfers In	Transfers Out	Net Transfers In (Out)
Capital Projects Fund:			
Administration	\$ 445,011	\$ -	\$ 445,011
Capital Projects	189,581	-	189,581
Total Projects and Administrations	634,592	-	634,592
Debt Service Fund:			
Tax Increment	-	(1,870,434)	(1,870,434)
2007 TABs Series A	1,235,842	-	1,235,842
Total Debt Service	1,235,842	(1,870,434)	(634,592)
Total Transfers In (Out)	\$ 1,870,434	\$ (1,870,434)	\$ -

The Tax Increment Debt Service Fund transferred \$1,235,842 to the 2007 TABs Series A Debt Service Fund to cover debt service expenditures for the year. These transfers are eliminated in the consolidation of the debt service funds in order to arrive at the totals for the Statement of Revenues, Expenditures and Changes in Fund Balances, which provides net transfers in and out of \$634,592. The detail shown above is displayed in the Combining Statement of Revenues, Expenditures and Changes in Fund Balances.

The Tax Increment Debt Service Fund transferred \$634,952 to the Administration Capital Projects Fund to cover operating expenditures for the seven months.

c. Transfers to the City of Moreno Valley

In addition, the Agency transferred \$1,328,768 to the City of Moreno Valley to provide funding for debt service payments through January 31, 2012.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 8: Commitments and Contingencies

Riverside County Agreement

During December 1987, the City of Moreno Valley and the Agency entered into an agreement with the County of Riverside to reimburse the County for the portion of tax increment the County would have been allocated and paid had there not been a redevelopment project adopted in the City. The Agency receives these amounts up to \$7 million annually. The County will receive all annual tax increment in excess of \$7 million until the total increment reaches \$12 million and half of annual tax increment in excess of \$12 million. When total tax increment paid to the County under this agreement from increments between \$7 million and \$12 million reaches \$75 million, tax increment in excess of \$7 million annually will be split equally between the Agency and County.

During April 1988, the City of Moreno Valley and the Agency entered into an agreement with the Riverside County Flood Control and Water Conservation District (District) which specifies that the Agency shall receive 100% of the District share of the tax increment until such time the total tax increment exceeds \$12 million at which time the District shall receive at least 50% of its share.

The Agency must annually demonstrate, on a project-by-project basis, that the cumulative project costs paid by the Agency for the project improvements exceed the cumulative total of District share received by the Agency. To the extent that the cumulative project costs paid by the Agency exceed the cumulative total of District share received by the Agency, the Agency will receive the balance needed from the remaining 50% of the District share.

Beginning in 2004-2005 the Agency's tax increment exceeded \$12 million. The County deducts its proportionate share from the Agency's remittances. The amount retained by the County is shown as "pass-through agreement payments" in the financial statements. An additional amount of \$6,420,977 for pass-through agreements that have not yet been remitted is included in deposits payable in the City's fiduciary funds.

Community Facilities District No. 3 Agreement

In conjunction with the issuance of the Moreno Valley Auto Mall Special Tax Bonds Series 2000 (Auto Mall Refinancing), the Agency and the City are parties to an owner participation agreement which provides that the Agency will transmit to the District the available property tax increment it receives on parcels within the District as a credit against the special parcel taxes that otherwise would be payable by the owners. Furthermore, the City has agreed to loan the Agency available sales tax generated within the District for payment directly to the parcel owners should the increment be insufficient to offset the special parcel taxes. In addition, the Agency has agreed to pay to the parcel owners, subject to certain restrictions, certain available surplus sales tax from within the District. The obligations to remit sales tax terminate by December 1, 2010.

This agreement replaces a previous arrangement involving these parcels when they were included in Community Facilities District No. 2.

The amounts remitted during the year under the replacement and previous agreement to parcel owners totaled \$56,000.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 8: Commitments and Contingencies (Continued)

Community Facilities District No. 87-1 Agreement

In connection with the issuance of the Community Facilities District No. 87-1 (CFD) Towngate 2007 Special Tax Refunding Bonds, the Agency entered into an owner participation agreement whereby the Agency has committed tax increment for the payment of debt service requirements for these Bonds.

Self-Insurance

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, and injuries to employees. The City of Moreno Valley established two self-insurance funds (internal service funds) to account for and finance its uninsured risks of loss. Under this program, the self-insurance funds provide coverage for up to a maximum of \$300,000 for each workers' compensation claim and \$250,000 for each general liability claim. The City purchases commercial insurance for claims in excess of coverage provided by the funds and for all other risks of loss. Settled claims in excess of coverage provided by the funds and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three years. All funds of the Agency participate in the program and make payments to the self-insurance funds based on actuarial estimates of the amounts needed to pay prior and current year claims.

Borrowings from the City of Moreno Valley

In accordance with AB X1 26 which dissolves redevelopment agencies, Section 34171(d)(2) states, in relation to borrowings between the City and the Agency, that "for purposes of this part, enforceable obligation does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency. However, written agreements entered into (A) at the time of issuance, but in no event later than December 31, 2010, of indebtedness obligations, and (B) solely for the purpose of securing or repaying those indebtedness obligations may be deemed enforceable obligations for the purposes of this part. Notwithstanding this paragraph, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created it, within two years of the date of creation of the redevelopment agency, may be deemed to be enforceable obligations". The City and Agency believe these are to be upheld as viable enforceable obligations and have been included on the Recognized Obligation Payment Schedule (ROPS) from the Successor Agency. Certain amounts have been denied by the Department of Finance as listed in Note 6. These borrowings are currently in litigation and the possible outcome is unknown at this time.

Note 9: California Redevelopment Agency Dissolution

On July 18, 2011, the California Redevelopment Association ("CRA") and the League of California Cities ("League") filed a petition for writ of mandate with the California Supreme Court, requesting the Court to declare unconstitutional two bills that were passed as part of the 2011-12 State Budget, AB X1 26 and 27 (*California Redevelopment Association v. Matosantos*). AB X1 26 dissolves redevelopment agencies effective October 1, 2011. AB X1 27 gave redevelopment agencies an option to avoid dissolution if it commits to making defined payments for the benefit of the State, school districts and certain special districts. In 2011-12, these payments amounted to a state-wide total of \$1.7 billion. In 2012-13 and subsequent years, the payments totaled \$400 million annually. Each city or county's share of these payments was determined based on its proportionate share of state-wide tax increment.

**Community Redevelopment Agency
of the City of Moreno Valley**

**Notes to Financial Statements (Continued)
January 31, 2012**

Note 9: California Redevelopment Agency Dissolution (Continued)

On August 17, 2011 the Supreme Court issued a stay of the implementation of AB X1 26 and 27 which allowed a redevelopment agency to continue if it adopted an AB X1 27 ordinance. However, because of the effect of the stay order, the authority for the Redevelopment Agency to engage in most activities was suspended.

The Supreme Court heard oral arguments on November 10, 2011 and on December 29, 2011 announced its decision in *California Redevelopment Association v. Matosantos*. The court upheld AB X1 26 which dissolves redevelopment agencies, but invalidated in its entirety AB X1 27 which allowed redevelopment agencies to continue as long as they made the required payments. AB X1 26 established deadlines for the process of Redevelopment Agency dissolution and the handling of existing obligations. The full text of AB X1 26 may be obtained from the California legislative information website maintained by the Legislative Counsel of the State of California at: <http://www.leginfo.ca.gov/bilinfo.html>.

As of January 31, 2012 the Agency has been dissolved and the City of Moreno Valley has elected to become the Successor Agency. The Successor Agency will be responsible for winding down the remaining activities of the dissolved Agency.

On June 28, 2012 Assembly Bill 1484 (AB 1484) was adopted by the California legislature. AB 1484 requires that a licensed accountant conduct a review to determine the unobligated cash balances held by the successor agencies including redevelopment agency funds and low-mod housing funds. Once the review is completed those unobligated funds must be distributed to the other taxing entities. This review has not been completed as of the issuance of this report and may affect balances as of January 31, 2012. Any required adjustments will be reported in the City of Moreno Valley's Comprehensive Annual Financial Report as of June 30, 2012.

Note 10: Subsequent Event

On April 20, 2012, pursuant to Health and Safety Code Section 34167.5, the California State Controller issued an order to cities, counties, and agencies, directly or indirectly receiving assets from a redevelopment agency after January 1, 2011, to reverse the transfer and return assets to the Successor Agency. The California State Controller will specifically review and audit cities, counties, and public agencies to ensure that all applicable asset transfers have been reversed. Any reversals of transfers are not reflected in the Agency's financial statements as of January 31, 2012. Upon the Controller's review, any assets, if applicable, would be transferred to the Successor Agency in accordance with the order.

**Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Combining Balance Sheet
January 31, 2012**

**Moreno Valley
Redevelopment Project**

	Capital Projects Funds			
	Administration Fund	Capital Projects Fund	2007 TABS, Series A Capital Projects	Low and Moderate Housing
Assets:				
Cash and investments (note 3)	\$ 129,074	\$ 84,708	\$ 28,908,268	\$ 4,345,352
Receivables:				
Accounts	-	50,000	-	-
Interest	-	-	-	590,527
Notes and loans (note 4)	-	-	-	25,828,520
Land held for redevelopment	-	3,718,466	-	197,660
Advances to other funds (note 7)	-	-	-	3,386,697
Advances to the City of Moreno Valley	-	-	-	-
Total Assets	\$ 129,074	\$ 3,853,174	\$ 28,908,268	\$ 34,348,756
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	\$ 15,333	\$ 92,684	\$ 409,186	\$ 15,757
Deferred revenue	-	-	-	599,110
Advances from other funds (note 7)	-	-	-	-
Total Liabilities	15,333	92,684	409,186	614,867
Fund Balances:				
Nonspendable:				
Long-term receivables	-	-	-	25,828,520
Advances	-	-	-	3,386,697
Land held for redevelopment	-	3,718,466	-	197,660
Restricted for:				
Debt service	-	-	-	-
Low and moderate income housing	-	-	-	4,321,012
Assigned to:				
Community development	113,741	42,024	28,499,082	-
Total Fund Balances	113,741	3,760,490	28,499,082	33,733,889
Total Liabilities and Fund Balances	\$ 129,074	\$ 3,853,174	\$ 28,908,268	\$ 34,348,756

Debt Service Funds

Tax Increment Fund	2007 TABS, Series A Debt Service	Totals
\$ 5,257,248	\$ -	\$ 38,724,650
-	-	50,000
-	-	590,527
-	-	25,828,520
-	-	3,916,126
-	-	3,386,697
189,000	-	189,000
\$ 5,446,248	\$ -	\$ 72,685,520
\$ 224,424	\$ -	\$ 757,384
9,000	-	608,110
3,386,697	-	3,386,697
3,620,121	-	4,752,191
-	-	25,828,520
189,000	-	3,575,697
-	-	3,916,126
1,637,127	-	1,637,127
-	-	4,321,012
-	-	28,654,847
1,826,127	-	67,933,329
\$ 5,446,248	\$ -	\$ 72,685,520

Assets:

Cash and investments (note 3)
 Receivables:
 Accounts
 Interest
 Notes and loans (note 4)
 Land held for redevelopment
 Advances to other funds (note 7)
 Advances to the City of Moreno Valley

Total Assets

Liabilities and Fund Balances:

Liabilities:

Accounts payable
 Deferred revenue
 Advances from other funds (note 7)

Total Liabilities

Fund Balances:

Nonspendable:

Long-term receivables
 Advances
 Land held for redevelopment

Restricted for:

Debt service
 Low and moderate income housing

Assigned to:

Community development

Total Fund Balances

**Total Liabilities and
Fund Balances**

**Community Redevelopment Agency
of the City of Moreno Valley
Governmental Funds
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Seven Months Ended January 31, 2012**

Moreno Valley Redevelopment Project				
Capital Projects Funds				
	Administration Fund	Capital Projects Fund	2007 TABS, Series A Capital Projects	Low and Moderate Housing
Revenues:				
Taxes and assessments:				
Tax increment	\$ -	\$ -	\$ -	\$ 1,736,829
Property taxes	-	-	-	-
Use of money and property	-	-	521,483	65,712
Miscellaneous	-	-	2,329	-
Total Revenues	-	-	523,812	1,802,541
Expenditures:				
Current:				
General government	376,051	-	-	373,501
Capital outlay	-	228,780	2,935,272	-
Debt Service:				
Principal retirement	-	-	-	-
Interest expense	-	-	-	-
Pass-through agreement payments	-	-	-	-
Total Expenditures	376,051	228,780	2,935,272	373,501
Excess of Revenues over (under) Expenditures	(376,051)	(228,780)	(2,411,460)	1,429,040
Other Financing Sources (Uses)				
Transfers in (note 7)	445,011	189,581	-	-
Transfers out (note 7)	-	-	-	-
Long-term debt issued	-	-	-	-
Transfers to the City of Moreno Valley (note 7)	-	-	-	-
Total Other Financing Sources (Uses)	445,011	189,581	-	-
Excess of Revenues and Other Sources over (under) Expenditures and Other Uses	68,960	(39,199)	(2,411,460)	1,429,040
Fund Balances, Beginning of Year	44,781	3,799,689	30,910,542	32,304,849
Fund Balances, End of Seven Months	\$ 113,741	\$ 3,760,490	\$ 28,499,082	\$ 33,733,889

Debt Service Funds		
Tax Increment Fund	2007 TABS, Series A Debt Service	Totals
\$ 6,947,314	\$ -	\$ 8,684,143
557,255	-	557,255
195,813	-	783,008
-	-	2,329
7,700,382	-	10,026,735
465,687	-	1,215,239
-	-	3,164,052
391,704	210,000	601,704
1,365,171	1,025,842	2,391,013
2,954,012	-	2,954,012
5,176,574	1,235,842	10,326,020
2,523,808	(1,235,842)	(299,285)
-	1,235,842	1,870,434
(1,870,434)	-	(1,870,434)
1,284,154	-	1,284,154
(1,328,768)	-	(1,328,768)
(1,915,048)	1,235,842	(44,614)
608,760	-	(343,899)
1,217,367	-	68,277,228
\$ 1,826,127	\$ -	\$ 67,933,329

Revenues:

Taxes and assessments:
Tax increment
Property taxes
Use of money and property
Miscellaneous

Total Revenues

Expenditures:

Current:
General government
Capital outlay
Debt Service:
Principal retirement
Interest expense
Pass-through agreement payments

Total Expenditures

Excess of Revenues over (under) Expenditures

Other Financing Sources (Uses)

Transfers in (note 7)
Transfers out (note 7)
Long-term debt issued
Transfers to the City of Moreno Valley (note 7)

Total Other Financing Sources (Uses)

Excess of Revenues and Other Sources over (under) Expenditures and Other Uses

Fund Balances, Beginning of Year

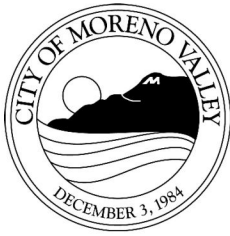
Fund Balances, End of Seven Months



MORENO VALLEY
WHERE DREAMS SOAR

Item No. A.15

-774-



APPROVALS	
BUDGET OFFICER	<BudgetOfficer> <i>caf</i>
CITY ATTORNEY	<CityAttorney> <i>RH</i>
CITY MANAGER	<CityManager> <i>MRS</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: November 13, 2012

TITLE: FIRST AMENDMENT TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT

RECOMMENDED ACTION

Recommendations:

1. Authorize the First Amendment to the California Energy Efficiency Strategic Plan Implementation Contract.
2. Authorize the City Manager to execute said Amendment.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

In 2010, staff submitted an application to the Southern California Edison (SCE) Local Government Strategic Plan program to provide funding to assist in the preparation and implementation of the City's Energy Efficiency and Climate Action Strategy. The funding source is similar to a grant. SCE describes this effort as a "Strategic Solicitation" as it involves a contract. The City Council accepted the funding on February 22, 2011, and staff began working on the effort on April 1, 2011. The contract is scheduled to terminate on November 30, 2012 unless extended.

DISCUSSION

The Strategic Solicitation funding provides support for the implementation of the City's Energy Efficiency and Climate Action Strategy that was approved by City Council on

October 9, 2012. There is remaining funding for completion of an Energy Action Plan, development of an Energy Efficiency Fund for City projects, the sharing of what the City has learned from these efforts with other cities, and additional training opportunities for Building Division staff on the most recent building code updates to Title 24/CalGreen. Many of these efforts are already underway. The Amendment to the contract will allow these efforts to continue under the Strategic Solicitation through at least the end of the year, and until December 31, 2014 if California Public Utility Commission (CPUC) approves SCE's 2013-2014 Strategic Plan activities program.

ALTERNATIVES

1. Authorize the Amendment to the contract. This alternative would allow the work on the remaining tasks to continue until at least the end of the year. As provided for in the First Amendment to the contract, the contract would be extended through December 31, 2014 contingent on the CPUC's approval.
2. Not authorize the Amendment to the contract. This alternative is not recommended as it would not allow the completion of specific tasks that would help with implementation of the City's Energy Efficiency and Climate Action Strategy.

FISCAL IMPACT

The extension of the contract would allow the City to continue the use of the remaining funds (approximately \$100,000). If the contract is not extended then all work on the effort would cease on November 30, 2012. Planning Division has limited resources to complete these tasks without the funding. Under the contract, these funds can only be used for specific tasks related to implementing the City's Energy Efficiency and Climate Action Strategy.

CITY COUNCIL GOALS

The extension of the solicitation would continue to support a number of City Council goals including 1) Advocacy, by sharing lessons learned with regional governments; 2) Public Facilities and Capital Projects, by reducing the life cycle energy costs of City facilities; 3) Positive Environment, by providing clear and practical energy efficiency policies for the development community; and 4) Community Image, Neighborhood Pride and Cleanliness, by enhancing the image of the City as a leader in the region for energy efficiency policy.

NOTIFICATION

No notification/outreach required.

ATTACHMENTS

1. First Amendment to the Contract

Prepared By:
Chris Ormsby, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic Development Dept.

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated March 30, 2011 (the "Contract") is effective as of March 30, 2011 (the "First Amendment Effective Date") by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") AND THE CITY OF MORENO VALLEY ("Implementer"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Contract.

RECITALS

WHEREAS, the Parties previously executed the Contract for purposes of implementing the 2010-2012 City of Moreno Valley Strategic Plan Support Activities Program (hereinafter referred to as the "2010-2012 Program");

WHEREAS, on May 18, 2012, the Commission issued a Decision Providing Guidance on 2013-2014 Energy Efficiency Portfolios and 2013-2014 Marketing, Education, and Outreach ("Final Guidance Decision") guiding the Utilities to continue the Energy Efficiency Partnership Programs, which included Strategic Plan Activities, through a two year 2013-2014 transition period (hereinafter referred to as the "2013-2014 Program");

WHEREAS, on July 2, 2012, SCE submitted its respective application ("2013-2014 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2013 through 2014, which included the 2013-2014 Program, a continuation of the 2010-12 Program;

WHEREAS, contingent on the adoption by the Commission of a final decision approving the SCE's 2013-2014 Application as submitted ("Final Decision"), the Parties desire to extend the Contract through 2014 under the terms and conditions set forth in the Contract, except as otherwise provided in this First Amendment;

WHEREAS, prior to the Final Decision, the Commission may issue a decision to provide bridge funding for the 2013-2014 Program ("Bridge Funding Decision"); and

WHEREAS, the Parties desire to further amend the Contract as necessary to update the Contract as required to reflect the extended 2013-2014 Program cycle.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Except as provided herein, and to the extent applicable, any reference in the Agreement to the "2010-2012 Program" shall hereby include both the 2010-2012 Program and the 2013-2014 Program.
2. Section 18 of the Contract is hereby deleted and replaced with the following:

18. TIME IS OF THE ESSENCE

18.1 Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including, but not limited to those set forth in Exhibit A of this Contract, may constitute a

material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected to SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by December 31, 2012, unless such date is extended pursuant to Section 18.2 or 18.3.

18.2 Contingent on the Commission issuing a Bridge Funding Decision, the date upon which all Work must be performed and completed shall be extended to such date as provided in the Bridge Funding Decision.

18.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the date upon which all Work must be performed and completed shall be extended to December 31, 2014, or such date as provided in the Final Decision.

3. Section 22 of the Agreement is hereby deleted and replaced with the following:

22. TERM

22.1 This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below or extended pursuant to Section 22.2 or 22.3, this Contract shall expire at midnight on March 31, 2013; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

22.2 Contingent on the Commission issuing a Bridge Funding Decision, the term of this Contract shall be extended to the date provided in the Bridge Funding Decision.

22.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the term of this Contract shall be extended to midnight on December 31, 2014, or such date as provided in the Final Decision.

4. In Section 24, the contact information for the Implementer and SCE shall be changed as follows:

Implementer:

SCE: Scot Mann
1515 Walnut Grove
Rosemead, CA 91770

5. General. From and after the First Amendment Effective Date, any reference to the Contract contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Contract, as amended by this First Amendment. In the event of any conflict between the Contract and this First Amendment, this First Amendment shall prevail. All remaining provisions of the Contract shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this First Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have, through their duly authorized representatives, have executed this First Amendment as of the First Amendment Effective Date by.

IMPLEMENTER:

CITY OF MORENO VALLEY

By:

Title:

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

By: Erwin Furukawa

Title: Senior Vice President,
Customer Service

Date:

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ben</i>
CITY MANAGER	<i>mso</i>

Report to City Council

TO: Mayor and City Council and the City Council Acting as the Successor Agency

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR DESIGN SUPPORT DURING CONSTRUCTION WITH PARSONS TRANSPORTATION GROUP FOR SR-60/MORENO BEACH DRIVE INTERCHANGE PHASE 1 IMPROVEMENTS – PROJECT NO. 801 0038 70 77

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize an “Agreement for Professional Consultant Services” with Parsons Transportation Group (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide professional construction support design services during construction of the SR-60/Moreno Beach Drive Interchange Phase 1 improvements for a total agreement amount not to exceed \$144,000.
2. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board approval.
3. Authorize the City Manager to execute said “Agreement for Professional Consultant Services” with Parsons.
4. Authorize the issuance of a Purchase Order totaling \$144,000 to Parsons when the contract has been signed by all parties.

BACKGROUND

The SR-60/Moreno Beach Drive Phase 1 project is designed to reconstruct the eastbound on- and off-ramps to SR-60 and connect the west leg of Eucalyptus Avenue to Moreno Beach Drive. On July 12, 2005, City Council approved an agreement with Parsons Transportation Group, Inc. to complete the first phase of the project, consisting of Project Approval & Environmental Documentation. Parsons was selected as a result of a competitive selection process. They were identified as the most qualified consultant to complete the planning, engineering, and construction-support tasks, to be approved in phases upon successful completion of the prior phase.

The first phase resulted in an environmental Negative Declaration finding, which was approved by Caltrans on December 18, 2007. Subsequently, the remaining scope of services to be performed by the consultant consisted of the second and third phases. The second phase was described as design; right-of-way engineering, appraisals, and negotiation, and utility relocation engineering. The third phase was described as bid/construction support.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons for the second phase. The agreement covered the design of both interchanges as one construction project.

On June 14, 2011, the City Council approved the Fourth Amendment to Agreement for Parsons to provide for engineering and environmental services to split the SR-60/Moreno Beach Interchange into two stand-alone construction phases. Contract Amendments 1, 2, and 3 revised the scope of work within the approved contingency to address additional design and right of way services.

On April 10, 2012, the Council approved the Fifth Amendment to Agreement for additional design, right-of-way work, utility coordination, and Caltrans documentation.

Caltrans has approved the SR-60/Moreno Beach Drive Phase 1 plans. Bids were opened on August 13, 2012, and on August 28, 2012, Council awarded the construction contract to Powell Constructors, Inc. Powell has initiated pre-construction activities including permit applications, stormwater plans, and material submittals.

DISCUSSION

The consultant's scope of work was divided into three phases: Phase I - planning, Phase II - design and right-of-way, and Phase III - construction support. Phases I and II have been successfully completed. In accordance with their successful performance, staff recommends retaining the consultant for Phase III. The consultant will be retained under a new Agreement for Phase III services, consisting of support services during construction of the SR-60/Moreno Beach Drive Phase 1 project. These services include addressing Requests for Information, reviewing proposed changes during construction, attending progress meetings to quickly resolve any issues, preparing as-built plans, and related tasks. A new Professional Consultant Services Agreement instead of an

amendment to the prior agreement is proposed due to updates to the City’s standard agreement. Parsons has submitted a proposal for \$144,000 for the required services.

The recommended contract award is an action of the City Council with a funding source from the assets of the former City of Moreno Valley Redevelopment Agency. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. The Successor Agency Oversight Board approved the ROPS for the period January through June 2012 on May 23, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes “placeholder” line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with ABx1 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. After Oversight Board approval, the contract and updated ROPS will be sent to the DOF for review. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City’s General Fund.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements by providing quick responses to construction issues.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay response time to construction issues which could delay the construction of needed improvements.*

FISCAL IMPACT

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

AVAILABLE FUNDS

Successor Agency 2007 Tax Allocation Bonds	
(Account 4821-70-77-80001 801 0038 70 77).....	\$ 4,879,000
Transportation Uniform Mitigation Fees	
(Account 3003-70-77-80001 801 0038 70 77).....	<u>\$ 3,500,000</u>
Total Project Budget.....	<u>\$ 8,379,000</u>

CONSTRUCTION COSTS

Construction (includes contingency).....	\$ 6,700,000
Construction Management & Inspection Services.....	\$ 788,000
Construction Support Services (Design Consultant).....	\$ 144,000
Construction Support Services (Geotechnical & Survey)	\$ 210,000
Administrative Costs*	\$ 170,000
Utility and Agency Inspection and Materials Costs**	\$ 150,000
Total Estimated Cost	\$ 8,162,000

**Includes City project administration, printing and other miscellaneous costs.*

***Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

PROJECT SCHEDULE

Construction Completion and AcceptanceOctober 2013

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley’s future.

SUMMARY

Staff recommends approving an agreement for \$144,000 to Parsons for the provision of design support services during construction.

ATTACHMENTS

Attachment “1” – Agreement for Professional Consultant Services

Prepared By:
 Margery A. Lazarus
 Senior Engineer, P.E.

Department Head Approval
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

Concurred By:
 Barry Foster
 Community & Economic Development
 Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL
PROJECT NO. 801 0038 70 77-4821**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Parsons Transportation Group**, an Illinois corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for **design support during construction.**

**SR-60 / MORENO BEACH DRIVE INTERCHANGE PHASE 1 IMPROVEMENTS
PROJECT NO. 801 0038 70 77-4821**

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "B" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$144,000** in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2015** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD) and their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, the State's, MVHA's, CSD's, WRCOG's, EMWD's, and RCFC & WCD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

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

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant 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 both the Consultant and the City, the State, MVHA, CSD, WRCOG, EMWD, and RCFC & WCD, against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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 (MVHA), the Moreno Valley Community Services District (CSD), the Western Riverside Council of Governments (WRCOG), the State of California, Eastern Municipal Water District (EMWD), and Riverside County Flood Control and Water Conservation District (RCFC & WCD), their officers, employees and agents are included as additional insured under this general liability 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 Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no 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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

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

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant 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.

26. The Consultant shall employ no City official or employee 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.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0038 70 77-4821**

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

City of Moreno Valley

Parsons Transportation Group

BY: _____
City Manager

BY: _____

DATE: _____

TITLE: _____
(President or Vice President)

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

BY: _____

TITLE: _____
(Corporate Secretary)

- Enclosures: Exhibit "A" – Consultant's Proposal
Exhibit "B" – City's Responsibility
Exhibit "C" – Terms of Payment

PARSONS

2201 Dupont Drive, Suite 200, Irvine Ca. 92612 • Telephone: (949)-333-4474 • Fax: 949-263-1225 • www.parsons.com

10-29-2012

Margery Lazarus, P.E.
Senior Engineer
City of Moreno Valley
Public Works Department
14177 Frederick Street
Moreno Valley, Ca 92552-0805

**Subject: DESIGN SUPPORT DURING CONSTRUCTION PHASE-
CONSULTANT SERVICES for SR-60/Moreno Beach Phase 1 (EB Ramps)**

Dear Marge:

Pursuant to your request, transmitted herewith is the cost proposal and scope of services to provide construction phase design support services for the Moreno Beach Phase 1 Project.

The scope of work for Parsons consists of attending weekly construction meetings, responding to RFI's, prepare design changes as needed, prepare as-built plans, and provide support services. PB World will provide survey background and documentation services.

Total: \$144,000

If you have any questions, do not hesitate to contact me at 949-333-4535.

Respectfully,
PARSONS



David Speirs, PE
Project Manager

Attachments:
Scope, Cost Proposal

CC: file

Exhibit "A"

SR60/MORENO OVERCROSSING IMPROVEMENT PROJECT

**SCOPE OF WORK FOR
CONSTRUCTION PHASE SERVICES**

DATE: 2012-10-29

Construction Phase Design Support – Moreno Phase 1 (EB Ramps)

Parsons will provide Construction phase design support services for the SR60/Moreno Beach Phase 1 overcrossing project as described below. Parsons team will coordinate with the City and the City's Construction Management firm (Falcon Inc.) regarding typical construction phase tasks as described below.

- Task 1.1 Attend Weekly Construction Meetings: Parsons Project Manager, or the Deputy PM and the Engineering Lead will attend each weekly meeting, during the 11 month construction schedule in order to facilitate effective communication and prompt resolution of project issues as they arise.
- Task 1.2 Respond to questions/RFI: Respond to "requests for Information" by City/Caltrans/Contractor, complete all required shop drawing reviews, and prepare updates to plans, specifications and quantities as required pursuant to the RFI's.
- Task 1.3 Prepare Design changes: on an as-requested basis, Parsons will prepare design changes/contract change order plans if requested by City and will conduct related coordination with Caltrans, and other third parties as needed to complete the requested changes to support plan changes.
- Task 1.4 Prepare As-built Plans: Upon completion of the construction phase, parsons will prepare CAD and hard-copy as-built plans for all drawing that were included in the Plans for this project. The CAD files will be prepared pursuant to Caltrans As-built procedures and submitted to Caltrans and the City for review and approval. Upon receipt of Caltrans and City approval, Parsons will submit a final electronic copy of the plans to both the City and Caltrans, and a full size mylar set of plans for the City's records.
- Task 1.5 Survey Phase Support: – on as requested basis, PB World will provide survey background and documentation services.
- Task 1.6 As-needed Services at discretion of City: on an as-requested basis, Parsons will quickly handle issues that may arise that will require design support.

**MORENO BEACH DR/SR60
CONSTRUCTION SUPPORT - MORENO PHASE 1 (EB RAMPS)**

DATE: 10-29-2012

PARSONS STAFF - LABOR HOURS AND COSTS											
STAFF & PROJECT TITLE	SPEIRS	GONZALEZ	COOPER	LEES	SANDIRA	MULLANGI	PEARMAN	Todo	STRASSNER	TOTAL	DIRECT
TASK NO. - Description	Project Manager	Roadway Design Lead Engineer	Senior Engineer	SR Engineer	Structures Lead	Structural Engineer	CADD Sr.	Environmenta (Planner)	ADMIN	LABOR	LABOR
MORENO BEACH phase 1 Construct Support											
1.1	Attend Weekly Meetings (11 months)	60	80							0	\$0
1.2	Respond to RFI's	20	160		8	20	24			280	\$16,567
1.3	Prepare Design Changes/CCO's Requested by City/Caltrans	16	48				20			108	\$6,738
1.4	Prepare As-built Plans	8	12	24			40			124	\$6,824
1.5	As-needed Services at discretion of City	20	24	58			24			126,264	\$7,839
	totals	124	168	386	8	20	108	0	0	838	\$52,238
PARSONS TOTAL FOR CONSTRUCTION PHASE											
		124	168	386	8	20	108	0	0	838	
TOTAL DIRECT LABOR COSTS											
		\$11,098	\$12,620	\$21,230	\$1,277	\$504	\$4,674	\$0	\$0		\$52,238
									Overhead	141.03%	\$73,671
									Profit	10%	\$12,591
									Escalation	0%	\$0
									TOTAL LABOR COSTS		\$138,500

SUBCONSULTANTS AND DIRECT COSTS		MORENO (Phase 1)
PARSONS DIRECT COSTS		
Task 1.5	Survey Support	\$2,000
		\$3,500
SUBTOTAL		\$5,500
GRAND TOTAL		\$144,000

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "B"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$144,000.
2. The Consultant 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.moval.org/do_biz/biz-license.shtml
3. The Consultant shall notify the City in writing ten (10) days in advance of incurring costs at the following milestones: 50%, 75%, and 90% of expended budget. The City will monitor Consultant's expenditure levels in comparison to the physical construction work completed, and if progress is satisfactory in the judgment of the City, City will provide written authorization to proceed to the next milestone. City reserves the right to adjust staffing levels and personnel as appropriate. Consultant shall not change any personnel or subconsultants without prior authorization by the City.
4. The Consultant will submit an invoice to the City once a month 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 during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the

EXHIBIT "C"

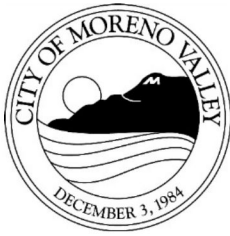
City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

5. The Consultant 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.moval.org/city_hall/forms.shtml#bf

6. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City Purchase Order Number
 - E. City-provided Reference Number (e.g. Project, Activity)
 - F. 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 that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
7. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchnng\Design Phase\Consultant - Parsons\Agreement\Construction Phase - Nason Bridge\Agreement - Design Support -TUMF Zonal.doc



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>mso</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: November 13, 2012

TITLE: FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (HOME) BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2012-89 consenting to the approval by the City of Moreno Valley of the First Amendment to the Affordable Housing Agreement (HOME) by and between the City and MV Hemlock LP, a California limited partnership.
2. Approve the First Amendment Affordable Housing Agreement (HOME) by and between the City of Moreno Valley and MV Hemlock LP, a California limited partnership.

BACKGROUND

The Hemlock Family Apartments project is a 78 unit (including a manager unit) affordable housing development to be situated on two parcels with a total of 5.37 acres on Hemlock Avenue, just west of Perris Boulevard. The project includes two sites with a 1.75 acre parcel on the south side of Hemlock Avenue that will have 26 units, and a 3.63 acre parcel on the north side of Hemlock Avenue that will contain 52 units.

On June 21, 2011, the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley (RDA) including MV Hemlock LP entered into two Affordable Housing Agreements with an Affordable Housing Agreement to be funded by RDA Housing set-aside funds (RDA Affordable Housing Agreement) and a HOME funded Affordable Housing Agreement (HOME Affordable Housing Agreement) for the

development of the Hemlock Family Apartments. The developer of the affordable housing complex is Rancho Belago Developers, Inc. using a limited partnership structure for the project – MV Hemlock LP. This is a common practice for development projects.

DISCUSSION

The two agreements provided the framework for \$6.3 million in assistance from the RDA through Housing set-aside funds, along with \$1.2 million from the City's HOME entitlement funds provided through the US Department of Housing and Urban Development (HUD). The HOME Affordable Housing Agreement also provided the terms and conditions for the financing considerations and compliance requirements established by HUD. The project additionally utilized \$4.1 million in bond financing through the California Statewide Communities Development Authority of Multi-Family Housing Bonds.

Based on maximizing the cash flow for available funds and the timing of the proposed project, the following funding schedule was previously approved for the project.

- \$5.3 million loan to be paid from housing set-aside funds at the close of the project's construction loan
- \$800,000 loan to be paid from housing set-aside funds at the project's permanent loan closing
- \$1.2 million loan from City's HOME funds at projects permanent loan closing
- \$200,000 loan to be paid from housing set-aside funds one year after permanent loan closing

Based on communication with the developer, the project was delayed three months due to engineering design changes needed to address drainage issues and to meet standards required by the Eastern Municipal Water District and the Americans with Disabilities Act. The completion of the project is now scheduled to occur in two phases with the southerly phase being completed first, and the northern phase lagging by three to four months. On October 1, 2012, staff received a request from MV Hemlock LLP to modify the terms of the HOME Affordable Housing Agreement to allow \$400,000 of the total \$1,200,000 HOME loan to be disbursed upon the issuance of the Certificate of Occupancy of the 26 units on the southerly phase. This modification of the disbursement schedule will allow the developer to mitigate any cash flow issues and complete the project as close to the targeted completion date as possible. The total HOME Affordable Housing Agreement amount will remain unchanged and the remaining amount (\$800,000) will be disbursed upon stabilized occupancy of the entire 78 unit project. The terms of the Affordable Housing Agreement with the City's former RDA remain unchanged.

ALTERNATIVES

1. Adopt the Resolution and Agreement consenting to the approval of the First Amendment to the Affordable Housing Agreement (HOME).
2. Decline to adopt the Resolution and Agreement supporting the approval of the First Amendment to the Affordable Housing Agreement (HOME).

FISCAL IMPACT

The approval of the First Amendment to the Affordable Housing Agreement (HOME) has NO impact to the City's General Fund. The funding of the Affordable Housing Agreement (HOME) shall be fully provided for by HOME entitlement funds.

ATTACHMENTS/EXHIBITS

- Attachment A - Proposed Resolution Approving First Amendment
- Attachment B - First Amendment to the Affordable Housing Agreement - HOME
- Attachment C - Request to Modify HOME Agreement Terms from MV Hemlock Limited Partnership

Prepared By:
 Dante G. Hall
 Business Support & Neighborhood Programs
 Administrator

Department Head Approval:
 Barry Foster
 Community & Economic Development
 Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

RESOLUTION NO. 2012-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING A FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, the City of Moreno Valley (“City”) previously entered into an agreement entitled “Affordable Housing Agreement (HOME)” with MV Hemlock Limited Partnership, a California limited partnership (“Participant”), dated as of June 21, 2011 (“Original AHA”); and

WHEREAS, the Original AHA provides for the Participant to develop for affordable rental housing use improvements consisting of seventy-eight (78) rental dwelling units as well as other associated improvements; and

WHEREAS, the Original AHA provides for the City to disburse moneys from the HOME Program in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000)(“HOME Amount”) subject to the satisfaction of conditions precedent delineated in the Original AHA; and

WHEREAS, Participant has requested that City agree to disburse Four Hundred Thousand Dollars (\$400,000) (the “First Portion”) of the HOME Amount upon completion of the twenty-sixth (26th) dwelling unit rather than at the later time established therefor under the Original AHA; and

WHEREAS, City staff has caused to be prepared a First Amendment to Affordable Housing Agreement (“First Amendment”), which would, upon approval by the City Council and execution by the parties thereto, implement the changes as proposed by the Participant as described above; and

WHEREAS, City staff has reviewed the request and circumstances related to the request and supports the approval by the City Council of the First Amendment; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed First Amendment and believes that the First Amendment is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby finds that the statements set forth in the Recitals hereto are true and correct.

Section 2. The City Council hereby approves the First Amendment in substantially the form presented to the City Council, subject to such revisions as may be made by the City Manager or his designee; provided that such revisions may not increase the amount of moneys to be obligated by the City nor increase risks of the City. The City Manager is authorized to execute, on behalf of the City, the First Amendment those instruments provided under the Original AHA and the First Amendment to be executed on behalf of the City. A copy of the First Amendment when executed by the City shall be placed on file in the office of the City Clerk.

PASSED and ADOPTED this 13th day of November, 2012.

By: _____
Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2012-89
Date Adopted: November 13, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-89 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of November, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2012-89
Date Adopted: November 13, 2012

This page intentionally left blank.

FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (HOME)

by and between the

CITY OF MORENO VALLEY

and

MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership

FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (HOME)

This **FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (HOME)** (the "First Amendment"), dated, for identification purposes only, as of November 13, 2012 (the "First Amendment Date"), is entered into by and between the **CITY OF MORENO VALLEY**, a municipal corporation ("City") and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership ("Participant"). All terms used herein which are not otherwise defined shall have the meaning set forth in the Original City Agreement.

RECITALS

A. City is a municipal corporation and a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR Section 92.1, *et seq.*

B. The City and the Participant entered into an Affordable Housing Agreement (HOME) dated as of June 21, 2011 (the "Original AHA"), which provided for Participant to acquire and develop, for affordable rental housing purposes, certain real property described therein as the "Site" (capitalized terms not defined herein shall have the meanings set forth therefor in the Original AHA).

C. The Participant also entered into an agreement, entitled "Affordable Housing Agreement" with the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic (the "Redevelopment Agency") dated as of June 21, 2011 (the "Redevelopment Agency Agreement") which provided for certain contractual arrangements between the Redevelopment Agency and the Participant. The Redevelopment Agency Agreement is not being modified in any respect by this First Amendment.

D. Participant has requested that the City agree to modify certain provisions of the Original AHA as follows: (i) to provide that the sum of Four Hundred Thousand Dollars (\$400,000)(the "First Portion"), which represents a portion of the HOME Amount (as defined in the Original AHA) be disbursed upon issuance by the City of a certificate of occupancy as to not fewer than twenty-six (26) dwelling units (the "Initial Certificate of Occupancy"), and (ii) to modify the conditions precedent to disbursement, as to the First Portion, in a manner so that achievement of stabilized occupancy is not a condition precedent to disbursement by City of the First Portion. Excepting for the foregoing portion of this Recital E, as implemented by this First Amendment, the Original AHA shall otherwise remain unchanged and unmodified. The HOME Amount other than the First Portion (the "Remaining Amount") shall be disbursed upon achievement of stabilized occupancy for seventy-eight (78) dwelling units and subject to the prior satisfaction of all conditions set forth in Section 3.1 of the Original AHA as more fully set forth therein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. In connection with disbursement of the First Portion, satisfaction of the Conditions Precedent to Disbursement of the HOME Amount as set forth in Section 3.1 of the Original AHA shall be deemed to not require achievement of stabilized occupancy; the certificate submitted by the Participant as a predicate to receiving the First Portion may delete reference to subsection (i) of Section 3.1 of the Original AHA. Section 3.1 shall remain in its effect in its entirety with respect to the later disbursement of the Remaining Amount or any portion thereof.

2. Section 4.16 of the Original AHA is modified to provide as follows:

Mechanics of Disbursement of HOME Amount.

4.16.1 In connection with the disbursement of the First Portion, provided that the Conditions Precedent to Disbursement of the HOME Amount have first been satisfied, excepting for the proviso that the certificate submitted by the Participant as a predicate to receiving the First Portion may delete reference to subsection (i) of Section 3.1, the City shall make available to the Participant the First Portion. The City shall have no obligation to disburse the First Portion, or any portion thereof, unless and until all of the Conditions Precedent to Disbursement of the HOME Amount are first satisfied, except as otherwise set forth regarding subsection (i) of Section 3.1.

4.16.2 In connection with the disbursement of the Remaining Amount, the City shall have no obligation to disburse the Remaining Amount or any portion thereof unless and until all of the Conditions Precedent to Disbursement of the HOME Amount are first satisfied and Stabilized Occupancy has been achieved as to the seventy-eight (78) Units.

4.16.3 Excepting only for the HOME Amount, the Participant assumes all responsibility for any and all costs to develop the Development (provided that the Agency Agreement shall be enforceable according to its terms). All amounts disbursed by the City to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.4 The Participant has obtained advice from advisers of its choosing regarding the Original AHA and the First Amendment and all matters which may pertain thereto, including without limitation any consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

3. Participant reaffirms each and every representation and warranty as provided by Participant under the Original AHA as to each of the Original AHA and this First Amendment. Each such representation and warranty by Participant shall be deemed to be an ongoing representation and warranty.

4. Participant hereby represents, warrants and certifies as follows: (i) Participant has reviewed, executed and is familiar with the terms of this First Amendment; (ii) except as expressly modified hereby, the Original AHA shall remain in full force and effect; (iii) Participant has been advised by legal counsel of its change in connection with this First Amendment; (iv) Participant reaffirms each and every representation and warranty as provided by Participant under the Original AHA; (v) Participant has not, prior to the First Amendment Date transferred the Original AHA, the Site, or any rights of Participant therein contrary to the limitations of the Original AHA; (vi) the Participant has complied with all applicable laws in connection with the design and construction of the Improvements, including without limitation provisions pertaining to the requirement, if applicable, for the payment of prevailing wages; (vii) Participant is not aware of and has received no notice from any governmental City that there are Hazardous Materials on the Site; (viii) Participant has received no stop notice or notice of any lien, claim or liability concerning the Site; (ix) Participant is in compliance with and not in default under the Original AHA (including without limitation the attachments thereto); (x) the Recitals to this First Amendment are true and correct; and (xi) there are no defaults under the Original AHA.

5. This First Amendment is made for the purpose of setting forth rights and obligations of Participant and City, and no other person (except for the City) shall have any rights hereunder or by reason hereof. Except for the City, which shall be deemed to be a third party beneficiary of the Original AHA and this First Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of the Original AHA or this First Amendment.

6. Participant agrees to defend (by counsel satisfactory to City), indemnify and save harmless the City, the City and their officers, agents and employees from and against any claims, damages, demands, actions, losses, liabilities, costs, expenses (including, without limitation, attorneys fees and court costs) arising from or relating to the Original AHA and this First Amendment.

7. The Original AHA, as modified hereby, shall remain in full force and effect.

8. This First Amendment shall be interpreted to effectuate the terms of the Original AHA as expressly modified hereby, in accordance with the laws of the State of California, and as if prepared and reviewed equally by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the First Amendment Date.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc., a California
corporation, its administrative general partner

By: _____
James M. Jernigan
Its: President

CITY:

CITY OF MORENO VALLEY, a municipal
corporation

By: _____
Henry T. Garcia, City Manager

ATTEST:

Jane Halstead, City Clerk

Approved as to form:

Stradling Yocca Carlson & Rauth, a
Professional Corporation, Special Counsel to City
By: Mark J. Huebsch

This page intentionally left blank.



Rancho Belago Developers, Inc.

October 1, 2012

Barry Foster
Community and Economic Development Director
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Affordable Housing Agreement (HOME) by and between the City of Moreno Valley and
MV Hemlock Limited Partnership.

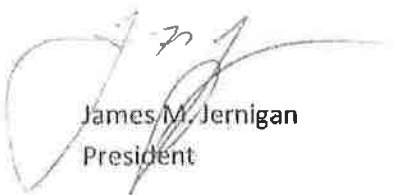
Dear Mr. Foster:

Thank you for meeting with me today to discuss the Hemlock Family Apartment development. Please let this letter serve as our formal request to modify the terms of the referenced agreement to allow \$400,000 of the \$1,200,000 loan, to be disbursed upon issuance of the Certificates of Occupancy for the 26-unit site. This 26-unit site is 1/3 of the entire development and completion is expected to occur December 2012. The remainder of the development is expected to be completed in March 2013. The balance of the loan funds would be disbursed according the original terms of the agreement.

Thank you for your consideration of this request.

Sincerely,

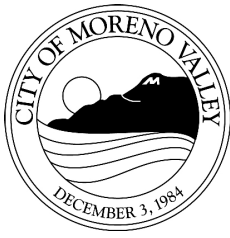
MV Hemlock Limited Partnership
By: Rancho Belago Developers, Inc.
its administrative general partner



James M. Jernigan
President

5051 Canyon Crest Drive, Suite 200, Riverside, CA 92507
Phone: (951) 686-6600 / Fax (951) 784-9701

This page intentionally left blank.



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: November 13, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

- Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of October 3 – November 6, 2012.

<i>Reports on Reimbursable Activities</i> October 3 – November 6, 2012		
Council Member	Date	Meeting
William H. Batey II	10/10/12	Student of the Month
	10/13/12	M*A*S*H Bash
	10/26/12	Moreno Valley Chamber of Commerce Mayor's Dinner
Marcelo Co	10/11/12	2 nd Annual 63 rd Assembly District Top Chamber Business Awards Luncheon
	10/26/12	Moreno Valley Chamber of Commerce Mayor's Dinner
Robin N. Hastings		None
Jesse L. Molina	10/26/12	Moreno Valley Chamber of Commerce Mayor's Dinner
Richard A. Stewart	10/24/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	10/26/12	Moreno Valley Chamber of Commerce Mayor's Dinner

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

\\Zurich\shared\InterDept\Council-Clerk\City Clerk Files\Council Office\AB 1234 Reports\2012\Staff Report 2012_Reimbursable Activity 111312.doc

**MINUTES - REGULAR MEETING OF OCTOBER 9, 2012
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

This page intentionally left blank.

**MINUTES - REGULAR MEETING OF OCTOBER 9, 2012
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

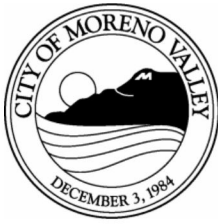
This page intentionally left blank.

**MINUTES - REGULAR MEETING OF OCTOBER 9, 2012
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Red</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: November 13, 2012

TITLE: RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2012-90 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

BACKGROUND

Pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, in order to protect and preserve the health, safety, and general welfare of the public, the City Manager or his designee directs the abatement of various public nuisances and the recovery of costs associated with said abatements. Cost recovery may be achieved by recording a Notice of Special Assessment with the County Recorder's Office.

DISCUSSION

The Property Assessment List for general nuisance abatements is hereby submitted for review and consideration by the City Council. Code and Neighborhood Services staff initiated and completed abatement action of general public nuisances in various locations within the City.

The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of the abatement is included in each statement of cost letter, along with the owner's name(s), property description, and the itemized list of charges for the abatement action. Statement of costs were mailed to the legal owner of record for each property requiring abatement action and a copy of the letter will remain on file in the Community & Economic Development Department.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2011 and 2012. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2013/2014 tax bill if not paid directly to the City by July 1, 2013. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

ALTERNATIVES

1. Pursuant to Chapter 6.04.100, Council may revise, correct or modify the statement of costs as deemed appropriate.
2. Council may approve Staff's report, and adopt the Resolution for the Abatement of Public Nuisances.

FISCAL IMPACT

1. Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance work performed as outlined in the attached Property Assessment List
2. Not adopting the resolution would result in costs for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners.

As detailed in Exhibit A, the costs incurred by the City for contractual abatements are outlined below. An additional \$13.80 Special Districts Administration (S.D.A.) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY 2013/2014.

Code & Neighborhood Services Division

20	Contractual, Inspection, and Administrative Fee	\$22,750.45
	S.D.A. Fixed Charge Fee: (20 @ \$13.80 each)	\$276.00
	Total:	\$23,026.45

City Attorney's Office

1	Contractual, Inspection, and Administrative	\$18,168.04
	SDA Fixed Charge Fee: (1 @ \$13.80 each)	\$13.80
	Total:	\$18,181.84

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2013, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Code Violation Non-Compliance for each property shall remain on file in the Community & Economic Development Department. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

CITY COUNCIL GOALS

- **Public Safety.** Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.
- **Positive Environment.** Create a positive environment for the development of Moreno Valley's future.
- **Community Image, Neighborhood Pride and Cleanliness.** Promote a sense of community pride and foster an excellent image about our City by developing and executing programs that will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

SUMMARY

The Code and Neighborhood Services Division performed public nuisance abatements during 2011 and 2012. These abatements were to remove hazardous and other nuisance conditions from properties. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

Pursuant to Section 6.04.140, **Emergency Abatement** – emergency conditions may have been abated without adhering to the provisions referenced in the abatement notification procedures. Such emergencies may include the pumping and securing of accessible pools with stagnant water, securing open and accessible buildings, abating extreme fire hazard conditions, and other similar nuisance conditions that constitute an immediate danger to life or property.

Property owners were served with a Statement of Costs and billed, requesting payment for all costs associated with the City-performed abatement action, by regular mail. Staff is requesting that the City Council authorize the placement of unpaid abatement costs as a special assessment (tax lien) against the properties.

NOTIFICATION

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions **may** be given to property owners in the following manner:

By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a “Notice to Abate” on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of public nuisance conditions was specifically met by:

1. Posting the property with a “Notice to Abate”.
2. Mailing a “Notice to Abate” by certified and/or regular mail to the property owner.
3. Telephone contact with the property owner and/or mortgage company (in the case of vacant properties), when possible.

ATTACHMENTS

Attachment 1: Proposed Resolution
Exhibit A

Attachment 2: Moreno Valley Municipal Code Chapter 6.04, Abatement of Public Nuisances

Attachment 3: Sample Notices: Notice to Abate Nuisance

Prepared By:
Albert Brady
Code & Neighborhood Services Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2012-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statements of Costs; and

WHEREAS, having received and considered said statements of Costs and having notified the affected property owners and given them an opportunity to be heard;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the Statements of Costs, Notice of City Council Meeting and Notices of Special Assessments, copies of which are on file in the Community & Economic Development Department, Code and Neighborhood Services Division, and incorporated herein by this reference, are confirmed.
2. That the Property Assessment List, attached hereto as Exhibit A and incorporated herein by this reference, is also confirmed.
3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

1
Resolution No. 2012-90
Date Adopted: November 13, 2012

APPROVED AND ADOPTED this 13th day of November, 2012.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-90²
Date Adopted: November 13, 2012

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-90 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of November, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2012-90
Date Adopted: November 13, 2012

This page intentionally left blank.

EXHIBIT A

START DATE: 10/7/11

END DATE: 10/1/12

Property Abatement List (PAL)

FY13/14 Tax Year

	APN	Owner	Abate Date	Owner Mailing Address	Contractor Costs	Admin Fee	SubTotal	S.D. Fee	Total
1	264-373-016	Amal Abelrahman Circle Trust	06/27/2012	11875 Constantine Circle Moreno Valley, CA 92557	\$ 254.00	\$ 240.00	\$ 494.00	\$ 13.80	\$ 507.80
2	291-150-009	INLAND EQUITY HOLDINGS	06/21/2012	760 N Euclid St No. 206 Anaheim, CA 92801	\$ 774.90	\$ 240.00	\$ 1,014.90	\$ 13.80	\$ 1,028.70
3	291-191-021	Koterwas, Aliene & Edmond	10/05/2011	13894 Walnut Ct Moreno Valley, CA 92551	\$ 1,475.00	\$ 240.00	\$ 1,715.00	\$ 13.80	\$ 1,728.80
4	291-293-020	FEDERAL HOME LOAN MORTGAGE	02/28/2012	1000 Technology Dr. Ofallon, Mo. 63368	\$ 1,143.00	\$ 240.00	\$ 1,383.00	\$ 13.80	\$ 1,396.80
5	291-293-020	FEDERAL HOME LOAN MORTGAGE	06/12/2012	1000 Technology Dr. Ofallon, Mo. 63368	\$ 1,160.00	\$ 240.00	\$ 1,400.00	\$ 13.80	\$ 1,413.80
6	291-293-020	FEDERAL HOME LOAN MORTGAGE	05/29/2012	1000 Technology Dr. Ofallon, Mo. 63368	\$ 1,482.00	\$ 240.00	\$ 1,722.00	\$ 13.80	\$ 1,735.80
7	296-183-013	Rhodes, Larry Lee	05/23/2012	3226 Mt. Vernon Ave Riverside, CA 92507	\$ 252.62	\$ 240.00	\$ 492.62	\$ 13.80	\$ 506.42
8	296-183-013	Rhodes, Larry Lee	06/08/2012	3226 Mt. Vernon Ave Riverside, CA 92507	\$ 102.00	\$ 240.00	\$ 342.00	\$ 13.80	\$ 355.80
9	312-094-010	White, Joseph A	01/12/2012	25232 Morning Dove Way Moreno Valley, CA 92551	\$ 65.00	\$ 240.00	\$ 305.00	\$ 13.80	\$ 318.80
10	475-111-018	Portillo, Lenin Diaz, Veronica	04/16/2012	11398 Triumph Lane Moreno Valley, CA 92557	\$ 310.00	\$ 240.00	\$ 550.00	\$ 13.80	\$ 563.80
11	478-181-047	Fechter, Jan	06/04/2012	29180 Williams Ave Moreno Valley, CA 92555	\$ 8,000.00	\$ 240.00	\$ 8,240.00	\$ 13.80	\$ 8,253.80
12	478-430-019	Drake, Michael	03/02/2012	29095 Alessandro Blvd Moreno Valley, CA 92555	\$ 128.00	\$ 240.00	\$ 368.00	\$ 13.80	\$ 381.80
13	478-430-019	Drake, Michael	04/27/2012	29095 Alessandro Blvd Moreno Valley, CA 92555	\$ 650.00	\$ 240.00	\$ 890.00	\$ 13.80	\$ 903.80
14	479-352-035	Compton, Scott	03/23/2012	12805 Raenette Wy Moreno Valley, CA 92553	\$ 173.70	\$ 240.00	\$ 413.70	\$ 13.80	\$ 427.50

15	481-250-016	Bennett, Warnest & Anderson, Julia	01/11/2012	24487 Myers Ave Moreno Valley, CA 92553	\$ 327.50	\$ 240.00	\$ 567.50	\$ 13.80	\$ 581.30
16	485-203-004	Wolfley, Mark	01/12/2012	15778 Jalandie Ct Moreno Valley, CA 92551	\$ 279.33	\$ 240.00	\$ 519.33	\$ 13.80	\$ 533.13
17	486-480-027	Lam, Sinh	10/06/2011	10571 Torrington Cir Apt#1 Westminster, CA 92683	\$ 196.20	\$ 240.00	\$ 436.20	\$ 13.80	\$ 450.00
18	486-480-027	Lam, Sinh	10/20/2011	10571 Torrington Cir Apt#1 Westminster, CA 92683	\$ 98.10	\$ 240.00	\$ 338.10	\$ 13.80	\$ 351.90
19	486-480-027	Lam, Sinh	11/20/2011	10571 Torrington Cir Apt#1 Westminster, CA 92683	\$ 105.30	\$ 240.00	\$ 345.30	\$ 13.80	\$ 359.10
20	486-480-027	Lam, Sinh	04/19/2012	10571 Torrington Cir Apt#1 Westminster, CA 92683	\$ 973.80	\$ 240.00	\$ 1,213.80	\$ 13.80	\$ 1,227.60
				TOTAL:	\$ 17,950.45	\$ 4,800.00	\$ 22,750.45	\$ 276.00	\$ 23,026.45

**Property Abatement List (PAL)
FY13/14 Tax Year**

Office of City Attorney

	APN	Owner	Abate Date	Owner Mailing Address	Contractor Costs	Admin Fee	SubTotal	S.D. Fee	Total
1.	486-101-004	Sharon J. White	3/28/12-4/4/12	25328 Filaree Ave. Moreno Valley, CA	\$17,928.04	\$240.00	\$18,168.04	\$13.80	\$18,181.54

6.04.010

Chapter 6.04**ABATEMENT OF PUBLIC
NUISANCES*****Sections:**

6.04.010	Purpose.
6.04.020	Definitions.
6.04.030	General provisions.
6.04.040	Declaration of nuisances.
6.04.050	Abatement.
6.04.060	Authorization for city manager.
6.04.070	Authority to inspect.
6.04.080	Notification of nuisance.
6.04.090	Appeals.
6.04.100	Abatement by city.
6.04.110	Emergency abatement.
6.04.120	Abatement costs.
6.04.130	Alternatives.

* Prior ordinance history: Ords. 363, 471, 509, 528, 533 and 694.

6.04.010 Purpose.

This chapter is adopted to declare what constitutes a public nuisance and to establish procedures to abate nuisances and to recover costs of such abatement. It is declared to be in the public interest to promote the health, safety and welfare of the residents of the city by providing a summary procedure for the abatement of nuisances, which abatement procedures shall be in addition to all other proceedings by this code or otherwise by law. (Ord. 772 § 2, 2008)

6.04.020 Definitions.

Unless specifically defined in this section, words and phrases used in this chapter shall be interpreted to give them the meaning in

common usage and to give this chapter its most reasonable application.

"Abandoned" (vehicle) means any vehicle which has been left on private property or public property in such inoperable or neglected condition that the owner's intention to relinquish all further rights or interests in may be reasonably concluded.

"Abandoned" (building, structure or property) means any property that is vacant and under a current notice of default, notice of trustee's sale or that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure, or that is transferred under a deed in lieu of foreclosure or sale.

"Abatement" means the demolition, removal, repair, maintenance, construction, reconstruction, replacement or reconditioning of structures, appliances or equipment; or the removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of harboring, breeding, or attracting rodents or insects or producing odors or blight.

"Attractive nuisance" means any condition, instrumentality or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril which exists, and which may reasonably be expected to attract young children to the premises and risk injury by playing with, in, or on it. Attractive nuisances may include, but shall not be limited to: (1) abandoned and/or broken equipment; (2) hazardous pools, ponds, culverts, excavations; and (3) neglected machinery.

"Building" means any structure, including, but not limited to, any house, garage, duplex, apartment, condominium, stock cooperative, mobilehome, or other residential, commercial

This page intentionally left blank.



**City of Moreno Valley Community Development Department
Code & Neighborhood Services Division**
14177 Frederick Street | P.O. Box 88005 | Moreno Valley, CA 92552-0805
Telephone: 951.413.3340 | Fax: 951.413.3345

NOTICE TO ABATE NUISANCE

Pursuant to Chapter 6.04 of the Moreno Valley Municipal Code, you are hereby directed to abate the public nuisance condition(s) as described below by _____.

Violations of Moreno Valley Municipal Code as follows:

- 6.04.040A3 Vacant/Abandoned/Open Accessible Structure
- 6.04.040E1 Unfenced/Unsecured Pool/Excavation
- 6.04.040C1 Weeds/Dry Brush/Overgrown Vegetation
- 6.04.040B2 Junk/Trash or Debris
- 6.04.040B1 Abandoned/Discarded Objects including Automobiles (Parts)/Furniture
- 6.04.040D2 Parking on Unimproved Surface
- Other _____

Required action _____

OWNER/TENANT FAILURE TO CORRECT LISTED VIOLATION(S) WITHIN THE TIME FRAME INDICATED WILL RESULT IN THE CITY INITIATING NUISANCE ABATEMENT PROCEEDINGS TO CORRECT VIOLATIONS. THE OWNER OF SUCH PROPERTY SHALL BE LIABLE FOR ALL COSTS AND EXPENSES INCURRED BY THE CITY FOR SAID ABATEMENT. FAILURE TO PAY ALL ABATEMENT COSTS SHALL RESULT IN A TAX LIEN AGAINST THE PROPERTY.

If you object to the determination of cited violation(s), you may file a written appeal no later than _____ days from the date of this notice.

Owner (as shown on the last equalized assessment roll):

Property Location _____

Code Compliance Officer _____

Assessor Parcel Number _____

Telephone _____

Date Mailed to Owner _____

Copies to _____

Notice to Abate Nuisance

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ret</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR APN 478-430-031 AND APN 292-280-032 BALLOTING FOR NPDES

PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 478-430-031 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Assessor Parcel Number (APN) 478-430-031 and APN 292-280-032 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.
2. Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for APN 478-430-031 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Conditions of Approval for APN 478-430-031 (proposed Farmers Market PA06-0173) require that a funding source be provided to help support the NPDES and CSD Zone M programs. Additionally, Conditions of Approval for APN 292-280-032 (proposed Auto Repair Facility P12-031) require that a funding source be provided to help support the NPDES program. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to give the property owners of APN 478-430-031 and APN 292-280-032 (collectively the "Property Owners") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and annual charge for the CSD Zone M program. The Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meetings on November 13, 2012 and the Public Hearings on November 27, 2012, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the Property Owners, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be

authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to Alessandro Blvd. and Redlands Blvd. Upon approval of the charge, APN 478-430-031 will be subject to the annual charge; however, the annual Zone M charge shall not be levied until such time as the planning of the medians begin. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for 1) APN 478-430-031 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) and 2) APN 292-280-032 for approval of the NPDES maximum commercial/industrial regulatory rate. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*
2. **Do not accept public comments** regarding the mail ballot proceedings for 1) APN 478-430-031 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) and 2) APN 292-280-032 for approval of the NPDES maximum commercial/industrial regulatory rate. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2012/13, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
APN 478-430-031 (and any division thereof)	\$218	\$2,578.25
APN 292-280-032 (and any division thereof)	\$218	N/A

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous 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.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of landscaped medians within the CSD. The property owner of APN 478-430-031 is being balloted for maintenance costs of future medians that are planned to be constructed on Alessandro Blvd. and Redlands Blvd. The amount collected will reduce the General Fund obligation for maintenance for those medians. **Collection of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness

The Zone M program allows the CSD an opportunity to maintain the appearance of developed areas within the City.

Revenue Diversification and Preservation

The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for APN 478-430-031 and APN 292-280-032.

NOTIFICATION

The Property Owners were given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, ballot(s), instructions for marking

and returning the ballot(s), and postage-paid envelopes for returning the ballot(s) to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the November 13, 2012, Public Meeting and November 27, 2012, Public Hearing was published in The Press-Enterprise on October 25, 2012. Additionally, the Public Hearing notification was published on November 8 and will be published again on November 15, 2012.

ATTACHMENTS

Attachment 1: Mail Ballot Packet for APN 478-430-031
 Attachment 2: Mail Ballot Packet for APN 292-280-032

Prepared by:
 Jennifer A. Terry,
 Management Analyst

Department Head Approval:
 Ahmad R. Ansari, P.E.,
 Public Works Director/City Engineer

Concurred by:
 Candace E. Cassel,
 Special Districts Division Manager

Concurred by:
 Mark Sambito,
 Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

Parmjit Singh
 c/o Wes Sartain
 P.O. Box 422
 Homeland, CA 92548

September 20, 2012

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 478-430-031

******* OFFICIAL BALLOTS ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 478-430-031 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 478-430-031 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. The total amount of the NPDES rates levied for FY 2012/13 for the program as a whole was \$409,809.00.

CSD Zone M Charge

The CSD Zone M annual charge for FY 2012/13 is \$986.15 for the proposed Alessandro Blvd. median and \$1,592.10 for the proposed Redlands Blvd. median for a total Zone M charge of \$2,578.25. The total amount of the CSD Zone M charges levied for FY 2012/13 for the program as a whole was \$200,340.48.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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 (CPI).

CSD Zone M Charge

Beginning in FY 2013/14, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the CPI.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 478-430-031 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and Redlands Blvd. medians occur. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, November 13, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, November 27, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballot is marked in favor of the annual charge. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill the Conditions of Approval to provide a funding source for the NPDES and Zone M programs.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.








Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, November 27, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks







Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- | | |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | A check mark substantially inside a box; |
|  | An X mark substantially inside a box; |
|  | A dot or oval mark substantially inside a box; |
|  | A completely shaded or filled mark substantially inside a box; |
|  | A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot; |
|  | A circle around the box and/or associated clause; or |
|  | A square or rectangle around the box and/or associated clause. |

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

PA06-0173 Proposed Farmers Market

-  Proposed Median
-  Proposed Landscaping
-  APN 478-430-031
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of September 18, 2012.

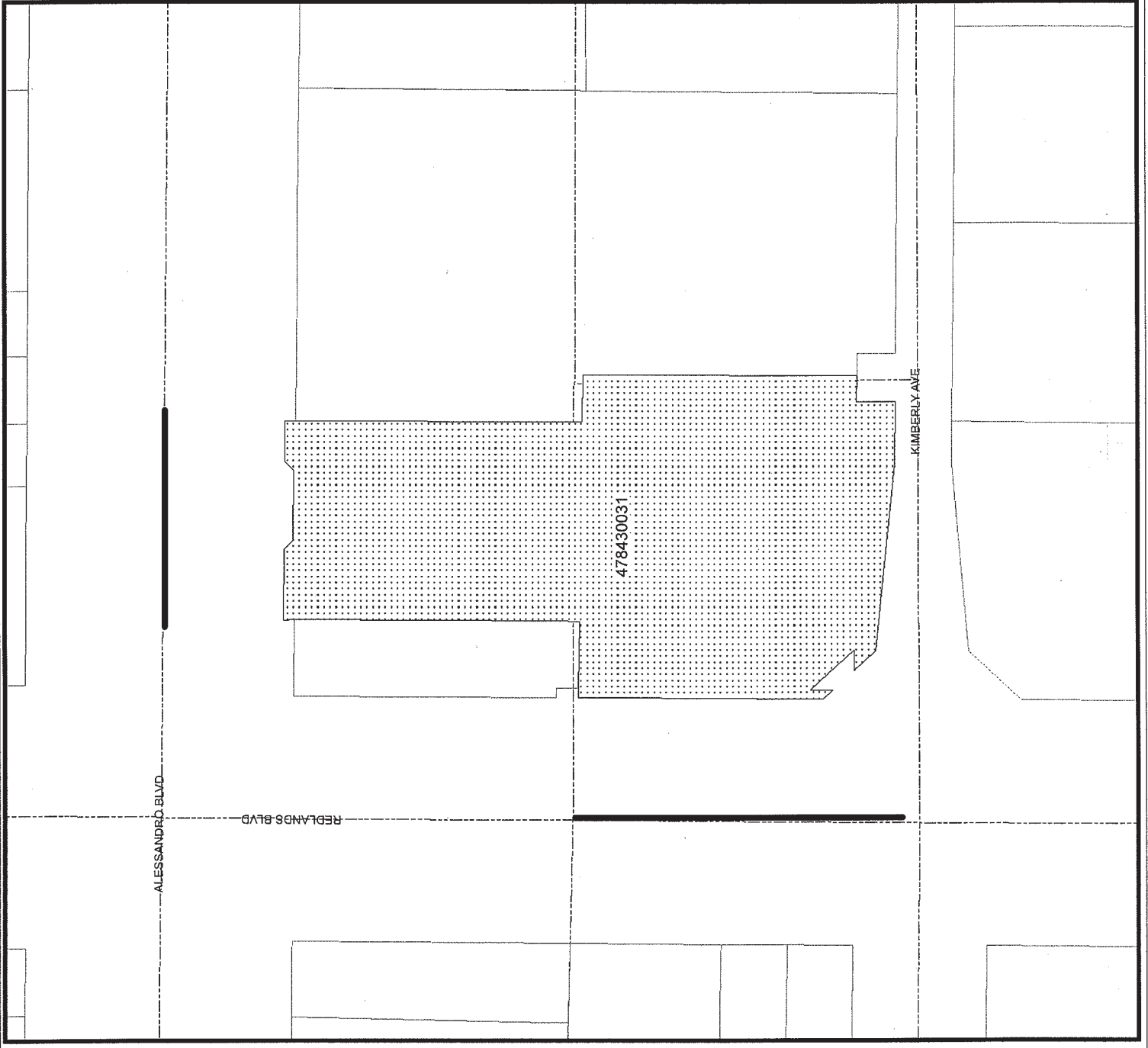


G:\V\PSDA\Farmers Market PA06-0173.mxd

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 recopied or resold.



MORENO VALLEY
WHERE DREAMS SOAR



COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>	
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on 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</p>			
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	Per Month \$12.58 Per Year \$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 478-430-031**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APN 478-430-031, **I approve** the fiscal year (FY) 2012/13 CSD Zone M charge of \$986.15 for the proposed Alessandro Blvd. median and \$1,592.10 for the proposed Redlands Blvd. median for a total Zone M charge of \$2,578.25. Beginning FY 2013/14, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change 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. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and Redlands Blvd. medians occur. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 478-430-031, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program shall result in noncompliance with the project's Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
478-430-031 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$2,578.25

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on November 27, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 478-430-031**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 478-430-031, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 478-430-031, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
478-430-031 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$218

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on November 27, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

A C Nejedly
 7095 Indiana Ave., Suite 100
 Riverside, CA 92506

September 26, 2012

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 292-280-032

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 292-280-032 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. The total amount of the NPDES rates levied for FY 2012/13 for the program as a whole is \$409,809.00.

Annual Adjustment

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 292-280-032 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, November 13, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, November 27, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding shall fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

For More Information

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

The enclosed ballot shall be submitted to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, November 27, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or









A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

Brake Masters (P12-031)

-  Median
-  Landscaped Areas
-  APN 292-280-032
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of September 24, 2012.

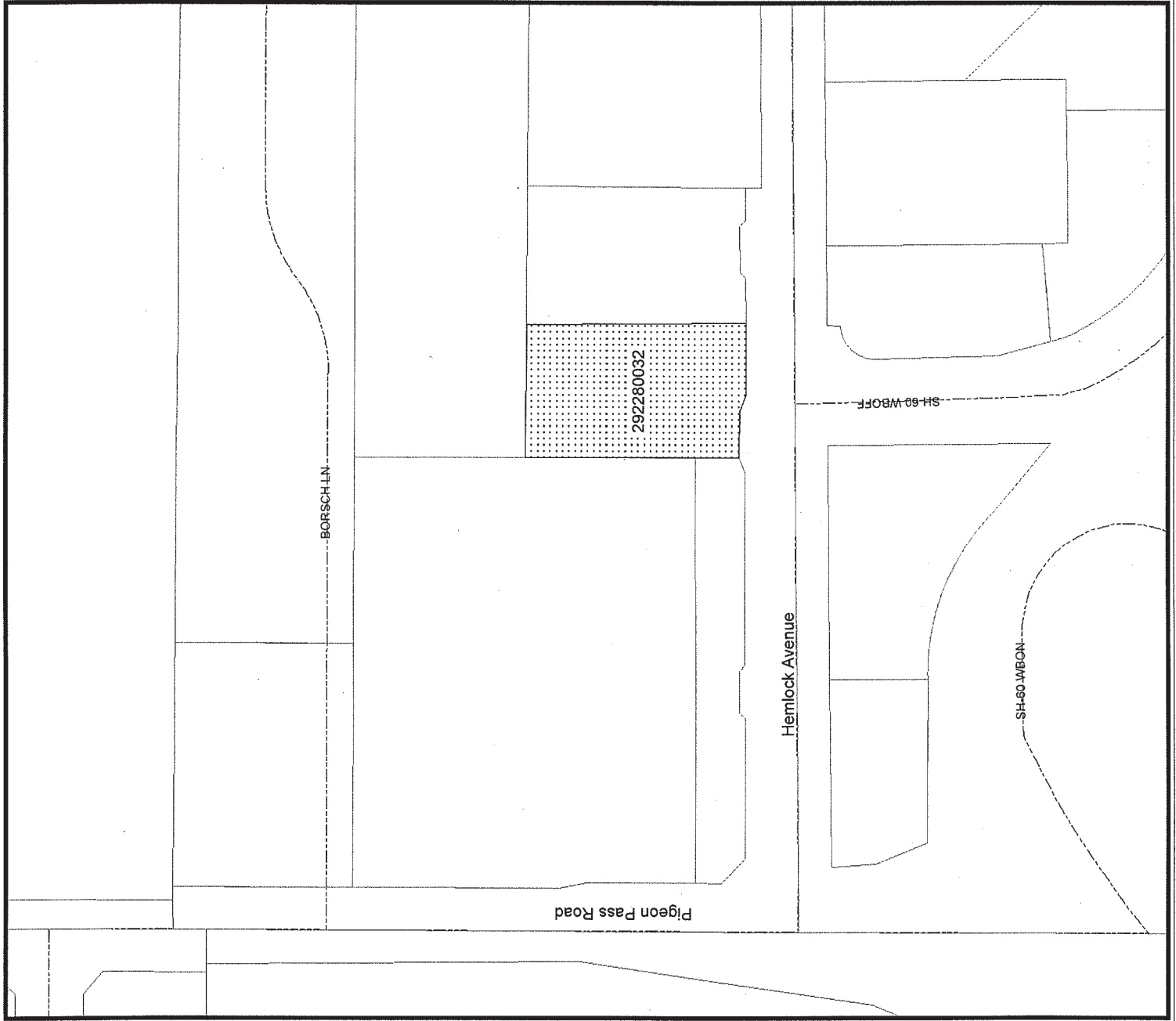


G:\WP\PSDA\Brake Masters P12-031.mxd

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 resold.



MORENO VALLEY
WHERE DREAMS SOAR



COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.	Level I is levied on all parcels conditioned for the NPDES Rate Schedule.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on 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			
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	Per Month \$12.58 Per Year \$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 292-280-032**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 292-280-032, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

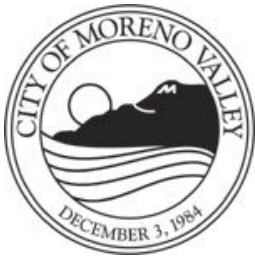
NO** — as property owner of APN 292-280-032, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
292-280-032 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$218

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on November 27, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope



APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 13, 2012

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR APN 478-430-031 AND APN 292-280-032 BALLOTING FOR NPDES

PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 478-430-031 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Assessor Parcel Number (APN) 478-430-031 and APN 292-280-032 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.
2. Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for APN 478-430-031 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Conditions of Approval for APN 478-430-031 (proposed Farmers Market PA06-0173) require that a funding source be provided to help support the NPDES and CSD Zone M programs. Additionally, Conditions of Approval for APN 292-280-032 (proposed Auto Repair Facility P12-031) require that a funding source be provided to help support the NPDES program. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to give the property owners of APN 478-430-031 and APN 292-280-032 (collectively the "Property Owners") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and annual charge for the CSD Zone M program. The Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meetings on November 13, 2012 and the Public Hearings on November 27, 2012, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the Property Owners, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be

authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to Alessandro Blvd. and Redlands Blvd. Upon approval of the charge, APN 478-430-031 will be subject to the annual charge; however, the annual Zone M charge shall not be levied until such time as the planning of the medians begin. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for 1) APN 478-430-031 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) and 2) APN 292-280-032 for approval of the NPDES maximum commercial/industrial regulatory rate. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*
2. **Do not accept public comments** regarding the mail ballot proceedings for 1) APN 478-430-031 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) and 2) APN 292-280-032 for approval of the NPDES maximum commercial/industrial regulatory rate. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2012/13, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
APN 478-430-031 (and any division thereof)	\$218	\$2,578.25
APN 292-280-032 (and any division thereof)	\$218	N/A

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous 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.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of landscaped medians within the CSD. The property owner of APN 478-430-031 is being balloted for maintenance costs of future medians that are planned to be constructed on Alessandro Blvd. and Redlands Blvd. The amount collected will reduce the General Fund obligation for maintenance for those medians. **Collection of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness

The Zone M program allows the CSD an opportunity to maintain the appearance of developed areas within the City.

Revenue Diversification and Preservation

The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for APN 478-430-031 and APN 292-280-032.

NOTIFICATION

The Property Owners were given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, ballot(s), instructions for marking

and returning the ballot(s), and postage-paid envelopes for returning the ballot(s) to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the November 13, 2012, Public Meeting and November 27, 2012, Public Hearing was published in The Press-Enterprise on October 25, 2012. Additionally, the Public Hearing notification was published on November 8 and will be published again on November 15, 2012.

ATTACHMENTS

Attachment 1: Mail Ballot Packet for APN 478-430-031

Attachment 2: Mail Ballot Packet for APN 292-280-032

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Ahmad R. Ansari, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

Parmjit Singh
 c/o Wes Sartain
 P.O. Box 422
 Homeland, CA 92548

September 20, 2012

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 478-430-031

***** OFFICIAL BALLOTS ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 478-430-031 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 478-430-031 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. The total amount of the NPDES rates levied for FY 2012/13 for the program as a whole was \$409,809.00.

CSD Zone M Charge

The CSD Zone M annual charge for FY 2012/13 is \$986.15 for the proposed Alessandro Blvd. median and \$1,592.10 for the proposed Redlands Blvd. median for a total Zone M charge of \$2,578.25. The total amount of the CSD Zone M charges levied for FY 2012/13 for the program as a whole was \$200,340.48.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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 (CPI).

CSD Zone M Charge

Beginning in FY 2013/14, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the CPI.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 478-430-031 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and Redlands Blvd. medians occur. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, November 13, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, November 27, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballot is marked in favor of the annual charge. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill the Conditions of Approval to provide a funding source for the NPDES and Zone M programs.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, November 27, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or









A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

PA06-0173 Proposed Farmers Market

-  Proposed Median
-  Proposed Landscaping
-  APN 478-430-031
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of September 18, 2012.

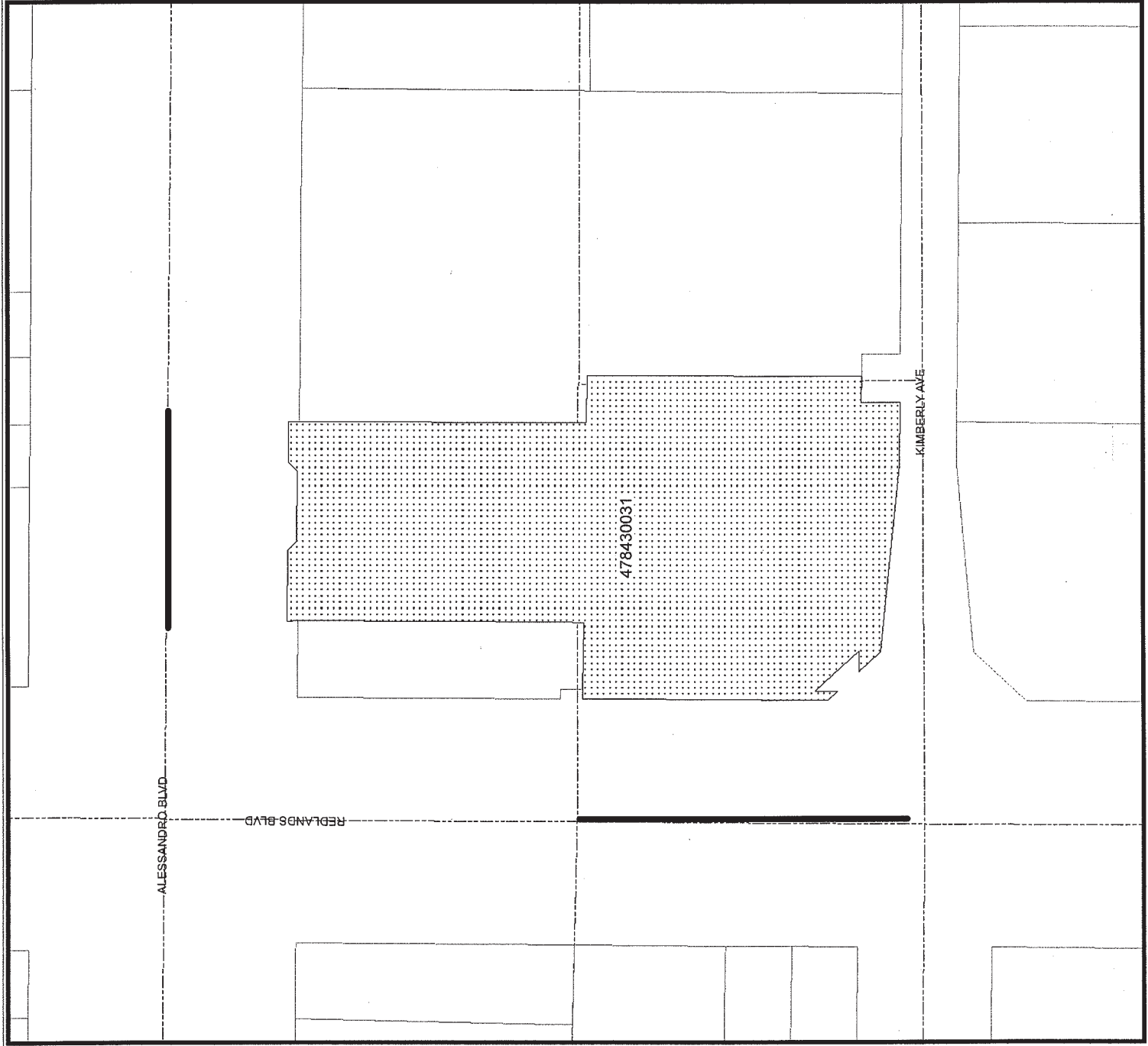


G:\V\PSDA\Farmers Market PA06-0173.mxd

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 recopied or resold.



MORENO VALLEY
WHERE DREAMS SOAR



COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>	
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on 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</p>			
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	Per Month \$12.58 Per Year \$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 478-430-031**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APN 478-430-031, **I approve** the fiscal year (FY) 2012/13 CSD Zone M charge of \$986.15 for the proposed Alessandro Blvd. median and \$1,592.10 for the proposed Redlands Blvd. median for a total Zone M charge of \$2,578.25. Beginning FY 2013/14, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change 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. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and Redlands Blvd. medians occur. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 478-430-031, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program shall result in noncompliance with the project's Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
478-430-031 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$2,578.25

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on November 27, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 478-430-031**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 478-430-031, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 478-430-031, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
478-430-031 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$218

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on November 27, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

A C Nejedly
 7095 Indiana Ave., Suite 100
 Riverside, CA 92506

September 26, 2012

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 292-280-032

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 292-280-032 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. The total amount of the NPDES rates levied for FY 2012/13 for the program as a whole is \$409,809.00.

Annual Adjustment

Beginning in FY 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 292-280-032 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, November 13, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, November 27, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding shall fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

For More Information

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

The enclosed ballot shall be submitted to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, November 27, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or









A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

Brake Masters (P12-031)

-  Median
-  Landscaped Areas
-  APN 292-280-032
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of September 24, 2012.

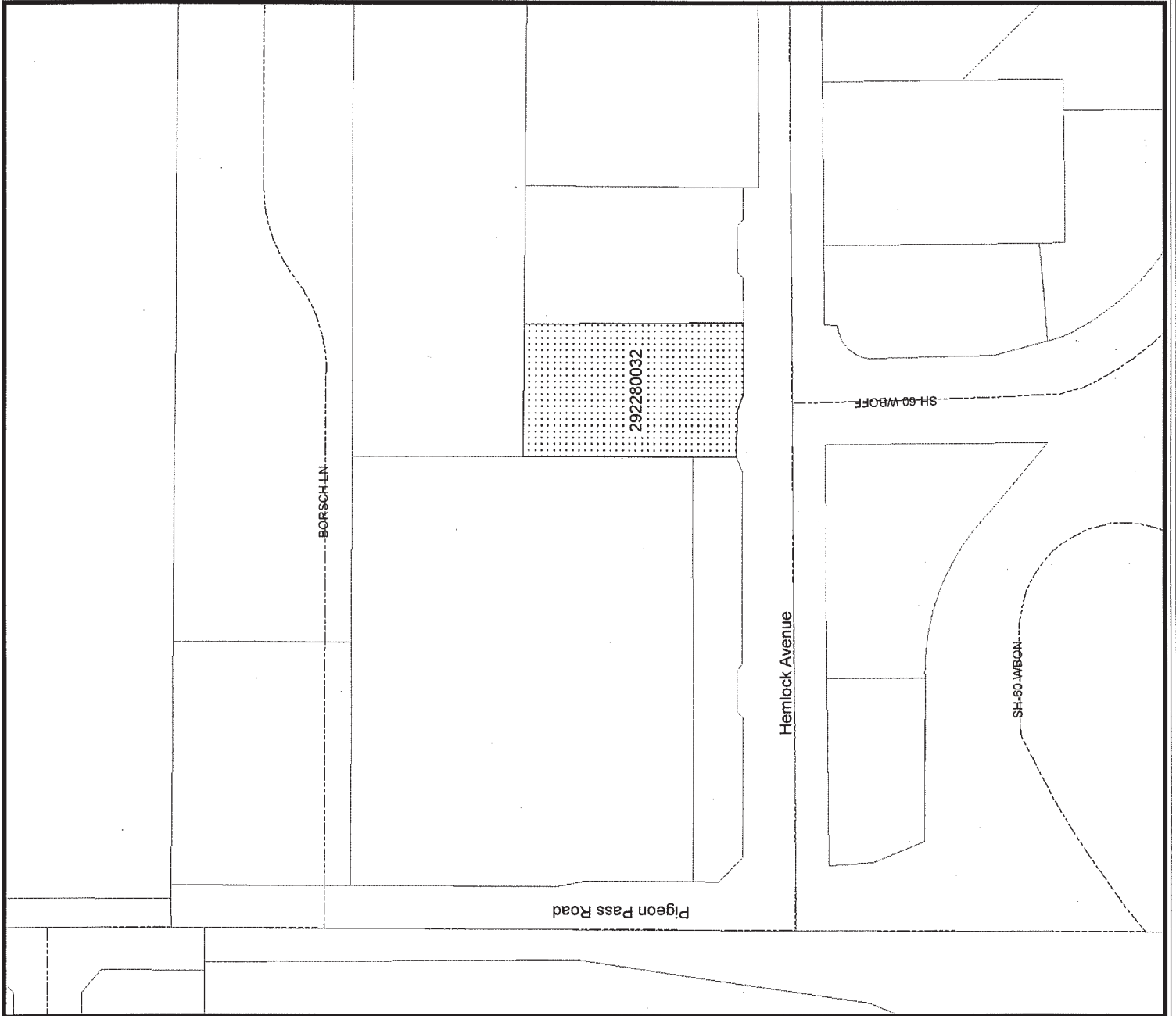


G:\V\PSDA\Brake Masters P12-031.mxd

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 resold.



MORENO VALLEY
WHERE DREAMS SOAR



COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.	Level I is levied on all parcels conditioned for the NPDES Rate Schedule.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on 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			
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	Per Month \$12.58 Per Year \$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 292-280-032**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 292-280-032, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

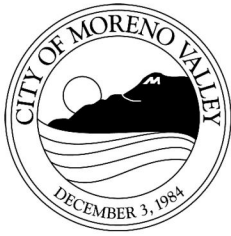
NO** — as property owner of APN 292-280-032, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
292-280-032 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$218

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on November 27, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ret</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council

FROM: Joel Ontiveros, Chief of Police

AGENDA DATE: November 13, 2012

TITLE: INTRODUCTION OF A CRIME FREE MULTI HOUSING ORDINANCE

RECOMMENDED ACTION

Staff recommends the City Council introduce Ordinance No. 855 which would make Crime Free Multi-Housing Certification a requirement for owners and/or operators of residential rental housing properties.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Public Safety Sub-Committee approved forwarding the Crime Free Multi Housing Ordinance to Council at their October, 2010 meeting. The Crime Free Multi Housing Ordinance staff report was introduced to Council during a study session on January 18, 2011. Council also viewed a Crime Free Multi Housing power point presentation at a study session on April 4, 2012.

BACKGROUND

Residents in multi-family residential rental housing properties are frequently victimized when the facility they live in is unsafe. The negative affects of an unsafe multi-family rental property are also felt by neighboring properties and the surrounding community as a whole.

Rental properties not participating with the Crime Free Multi-Housing program provide recent examples of neighborhood crimes associated with poorly maintained and managed multi-family rental properties. These problem properties have led to an increase in criminal activity, a deterioration of neighborhood character and property values, and a drain on local law enforcement and fire services. Holding owners and operators of nuisance properties accountable for the condition of their properties and

the behavior of those they lease to is a necessary step towards an overall improvement to public safety.

In an effort to keep our neighborhoods safe and to address the public safety issues that arise as a result of problem residential rental housing properties, the Moreno Valley Police Department has developed a Crime Free Multi-Housing education program and certification for owners and operators of such properties. This program has proven successful in reducing the crime and blight often associated with habitually unsafe multi-family housing complexes. Unfortunately, the Crime Free Multi-Housing education program and certification is currently voluntary for such properties. This needs to change for the benefit of those who live within problem properties as well as for those who live in their immediate vicinity.

DISCUSSION:

The action before City Council is to introduce an ordinance that will make Crime Free Multi-Housing Certification a requirement for owners and/or operators of residential rental housing properties.

The anticipated benefits of this ordinance will provide for reduced police and fire calls for service, a stable more satisfied tenant base, and an increased demand for rental units associated with a reputation for responsible and active management. Additionally, there will be increased property values and a general increase of improved personal safety for tenants, managers and their staff.

ALTERNATIVES

1. Approve recommendation from staff for the requested ordinance.
2. Provide staff with additional direction.

FISCAL IMPACT

There is no anticipated fiscal impact.

CITY COUNCIL GOALS

To provide accountability to property ownership, provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

SUMMARY

The Moreno Valley Police Department's Crime Free Multi-Housing Certification program is a valuable tool that can help educate an owner or operator of a multi-family rental property so that they can provide a safe, livable, and crime-free environment to those

they rent to as well as their neighbors. The certification requirements include a site inspection, training for the owner or operator, and having each tenant of the facility enter into a lease addendum promising not to commit or allow the commission of criminal activity on the leased premises.

Today's action will introduce an ordinance that will make Crime Free Multi-Housing Certification a requirement for owners and/or operators of residential rental housing properties.

NOTIFICATION

N/A

ATTACHMENTS/EXHIBITS

1. Ordinance
2. Moreno Valley Apartment Crime Statistics
3. Apartment manager letters of support
4. Crime Free Multi-Housing Lease Addendum
5. Crime Free Multi-Housing Program PowerPoint Presentation

Prepared By:
Dan Florez
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

This page intentionally left blank.

ORDINANCE NO. 855

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.85 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CRIME FREE MULTI-FAMILY RESIDENTIAL HOUSING.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE ADDED:

1.1 Chapter 11.85 of the Moreno Valley Municipal Code is hereby added to read as follows:

“Section 11.85.010 – Findings and Purpose

Residents in multi-family residential rental housing are frequently victimized when the facility in which they live is unsafe. Proper maintenance of these facilities can reduce criminal activity and improve the safety of residents. The purpose of this Chapter is to require the owner or operator of certain multi-family residential rental housing facilities in the City of Moreno Valley to obtain a crime free certification for the facility by having the facility inspected, submit to training and having each tenant of the facility enter into a lease addendum promising not to commit or allow the commission of criminal activity on the leased premises.

Section 11.85.020 – Crime Free Multi-Family Housing Certification

- A. It shall be unlawful for any person in the City of Moreno Valley to rent a residential dwelling unit that meets the threshold requirements of paragraph (B) of this subsection, unless a Crime Free Multi-Family Housing Certification has been issued by the Moreno Valley Police Department and has been properly maintained for the location of issuance.
- B. The Crime Free Multi-Family Housing Certification requirement shall only apply to residential housing facilities that contain more than one (1) residential dwelling unit on a single parcel and that have generated at least ten (10) calls for service to the Moreno Valley Police Department within any ninety (90) day period. Additionally, the Certification requirement shall also apply to residential rental housing facilities that have a disproportionately higher number of calls for service, as measured by at least 25% higher calls for service when compared to two (2) similar residential rental housing facilities in any ninety (90) day period.

1
Ordinance No. 855
Date Adopted: November ____, 2012

- C. When the threshold set forth in subsection (B) has been exceeded, the Police Department shall provide Notice to the facility of the requirement to obtain Certification and to immediately cease the rental of any additional units until an application for Certification has been submitted. Thereafter, the facility may continue in the rental of units unless the application has been denied, rejected, revoked or voided as incomplete. Notice may be served by US Mail to the facility's office mailing address or by posting such Notice on the office or manager's unit at the facility.
- D. This Chapter shall not apply to any state licensed group home or facility which is operating under and governed by state or federal rules and regulations.

Section 11.85.030 – Appeals

- A. A person may appeal a Notice determining the requirement for Certification by submitting a request for a hearing, in writing, to the City Manager. A request for a hearing must be received within fourteen (14) days after Notice was served. Failure to timely request a hearing constitutes a waiver of the right to contest the Notice and requirement for Certification.
- B. The following issues may be contested in an appeal:
 - 1. Whether or not a violation enforceable under this Chapter occurred,
 - 2. Whether the person charged is responsible for the violation,
 - 3. The dates when the violation occurred,
 - 4. Whether or not the threshold for Certification required under Section 11.85.020(B) has been met.
- C. Within fourteen (14) days after the City Manager receives a timely request for a hearing, he shall schedule a hearing before a neutral hearing officer designated by the City Manager and provide notice of the date and time of such hearing to the person requesting the hearing.

Section 11.85.040 – Hearing Procedures

- A. Every witness testifying shall take an oath or make an affirmation. The hearing officer is authorized to issue subpoenas, administer oaths and conduct the hearing.
- B. At the time of the hearing, the hearing officer shall hear testimony of all competent persons desiring to testify and review all documents, photographs or other evidence.
- C. The hearing officer has the authority to determine the relevance of any evidence and to exclude unduly repetitious and cumulative evidence or testimony and may consider hearsay evidence.

2
Ordinance No. 855
Date Adopted: November ____, 2012

- D. If the appellant fails to attend the hearing, the hearing will be terminated and a final determination shall be entered in favor of the City.
- E. The hearing shall be conducted in English. The appellant may provide an interpreter at their own expense.
- F. At the conclusion of the hearing, the hearing officer shall make a determination upholding the decision of the City or overruling the decision of the City. The appellant shall be served a written notice of the hearing officer's decision within ten (10) days or within such time as the hearing officer has determined is reasonable.
- G. The decision of the hearing officer is final.

Section 11.85.050 – Application for Certification

- A. Application for a Crime Free Multi-Family Housing Certification shall be made in the name of the owner of the premises to be rented and submitted to the Moreno Valley Police Department on forms provided by the Police Department. The application shall identify the location of the property; name, address and telephone number of the owner; name, address and 24-hour telephone number(s) of the manager or custodian of the property; the owner's agent for service of process; and such other information as may be required by the Police Department. The applicant shall pay a fee, as adopted by resolution of the City Council, to the City for Payment must be made in full prior to Certification. All fees obtained for Certification shall be used to fund the implementation of this Chapter. There shall be no fee imposed upon applicants that voluntarily seek certification and do not meet the thresholds for Certification set forth in Section 11.85.020(B).
- B. A Crime free Multi-Family Housing Certification shall be issued for a period of one year. Certification shall expire twelve (12) months after issuance, unless previously removed. The Certification shall not be transferrable. Each new owner or manager of the rental facility must obtain a new Certification unless either the manager or owner who already completed the Certification is still retained.
- C. Application for renewal shall be made in the same manner as for a new Certification. Applicants for renewal shall pay a fee, as adopted by resolution of the City Council, to the City. Applicants shall be required to renew their Certification every year until calls for service have been reduced below the threshold set forth in Section 11.85.020(B) for at least one year from the date of Certification. There shall be no fee imposed upon applicants that voluntarily seek certification and do not meet the thresholds for Certification set forth in Section 11.85.020(B).

- D. The Moreno Valley Police Department shall promptly act to complete the Certification of all applicants and may reject any application for which the applicant has not attended the required seminar, consented to an inspection of the facility or submitted complete documentation.

Section 11.85.060 – Inspection

No Crime Free Multi-Family Housing Certification shall be issued or renewed unless the dwelling unit(s), and common area(s) in connection with which Certification is sought, are found after inspection to meet all state and local laws and regulations. Rental dwelling units that change ownership shall be required to be inspected before a new Certification may be issued, unless either the manager or owner who already completed Certification is still retained. The owner will be provided with an inspection report describing any condition which constitutes a violation of any applicable law or regulation, and shall be afforded a reasonable opportunity to correct any such conditions. In the event that more than two (2) follow-up inspections are required in order for the Police Department to determine compliance, the applicant shall pay an additional inspection fee as set established by Resolution for Code Enforcement re-inspections. Payment must be made prior to any re-inspection or Certification.

Section 11.85.070 – Seminar

All persons applying for a Crime Free Multi-Family Housing Certification, including all persons administering, managing or controlling the operation of any residential rental housing facilities required to obtain Certification shall attend a seminar, administered by the Police Department, prior to Certification. The seminar may be attended after the application has been submitted. A certificate of attendance at a seminar shall be valid for three (3) years for the individual attending the seminar.

Section 11.85.080 – Lease Addendum

- A. All facilities required to obtain Certification shall include a “Crime Free Lease Addendum”, in a form provided by the City, providing that tenants shall not engage in illegal, nuisance or criminal activity on the premises, as part of their rental agreement.
- B. It shall be unlawful for any person to intentionally allow any tenant to occupy a residential rental property in violation of any provision of the “Crime Free Lease Addendum” required by this Chapter.
- C. The Crime Free Lease Addendum shall be substantially in the following form:

“In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

4
Ordinance No. 855
Date Adopted: November ____, 2012

Tenant, any member's of tenant's household or a guest or other person under the tenant's control shall not:

1. Engage in any nuisance activity as defined in Civil Code Sections 3479 and 3480, or under Chapter 6.04 of the Moreno Valley Municipal Code, any criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related Criminal Activity" means the illegal manufacture, sale, use, possession, distribution, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 201 of the Controlled Substances Act (21 U.S.C. 802.
2. Engage in any act intended to facilitate nuisance or criminal activity.
3. Permit the dwelling unit to be used for, or to facilitate nuisance or criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code Section 11350, et seq., at any locations, whether on or near the dwelling unit, premises or otherwise.
5. Engage in any illegal activity, including prostitution as defined in Penal Code Section 647(b); criminal street gang activity as defined in Penal code Section 186.20 et seq., assault and battery as prohibited in Penal Code Section 240; burglary as prohibited in Penal Code Section 459; the unlawful use and discharge of firearms as prohibited in Penal Code Section 245; sexual offenses as prohibited in Penal Code Section 269 and 288; or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or any other tenant or involving imminent or actual serious property damage.

Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable breach of compliance with the lease. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence."

Section 11.85.090 – Posting of Signage

If the owner does not reside on the premises of any residential multi-family rental housing facility in the City, a notice, stating the name and address of the owner, or the

5
Ordinance No. 855
Date Adopted: November ____, 2012

name and address of his agent, shall be posted in a conspicuous place on the premises.

Section 11.85.100 – Removal of Certification

If a residential multi-family rental facility is found through inspection by any police, fire, code or building official to be in violation of any law or regulation, reasonable notice shall be provided to the facility to correct such substandard conditions. If the corrections are not made within the time specified in the notice, the Certification shall be removed without further notice.

Section 11.85.110 – Effect on Existing Certifications

Existing housing facilities that have current Certification by the Police Department under the voluntary program shall not be required to renew those Certifications until they expire. If no such date of expiration is set forth on a voluntary Certification, that Certification shall expire one (1) year from the date this Ordinance is adopted.

Section 11.85.120 – Penalties

- A. A violation of this Chapter shall constitute a criminal offense punishable as set forth in Chapter 1.01 of this Code.
- B. A violation of this Chapter may be enforced through the issuance of Civil Citations as set forth in Chapter 1.10 of this Code.
- C. A violation of this Chapter may be enforced through a civil action filed by the City for injunctive relief, abatement, forfeiture and/or receivership.
- D. A violation of this Chapter may result in a civil penalty which may be assessed in any civil action not to exceed \$2,500.00 per violation for each and every day the violation continues to exist.
- E. The remedies set forth above are cumulative.”

SECTION 2. EFFECT OF ENACTMENT:

2.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

6
Ordinance No. 855
Date Adopted: November ____, 2012

SECTION 3. NOTICE OF ADOPTION:

3.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be publicly posted in three places within the city.

SECTION 4. EFFECTIVE DATE:

4.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this ____ day of November, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

7
Ordinance No. 855
Date Adopted: November ____, 2012

ORDINANCE JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 855 had its first reading on November 13, 2012 and had its second reading on November __, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of November, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

8
Ordinance No. 855
Date Adopted: November __, 2012

Hello Deputy Gama,

Crime Free Multi-Housing,

I have been involved with this program here in the Moreno Valley area for almost three years,

We are working on getting into phase 3 of the program.

Our apartments are located in an area that has quite a bit of crime, by having this program gives us managers and officers a chance to keep aware of what is happening around us. This program educates us managers, on even more areas such as Section 8, Fair Housing, Apartment laws (AAGIE), Evictions, and many more

With that said,

Being certified with our certificates hanging on the wall for all prospective tenants to view is very rewarding. It allows people to see that we are all working together to keep our community a safe place to live and bring up our children.

Having the crime free lease addendum as part of our lease, lets prospective tenants know that we will not tolerate any crime or drug activity.

Thank you for taking the time and effort to make this program happen!

Nancy Cruz-Olah
Ironwood Villas apartments
23163 Ironwood Avenue
Moreno Valley, California 92557
(951) 485-1266



November 22, 2010

To Whom it May Concern-

I am the Community Manager here at Ridgeview Apartment Homes, in Moreno Valley and am happy to have the opportunity to give accolades to the Crime Free Multi-Family Housing Program. On my first day here at Ridgeview, August 22, 2010, I was terrified by the amount of people that were lingering around this community. In addition to the copious amount of people trolling through the community, there were some that were openly selling drugs. In addition, the community had 22 break-ins in the 3 month period as well as numerous other criminal activities taking place.

My first course of action was to go down to the Moreno Valley Police Department and speak with someone, anyone, for help. My Regional Manager accompanied me and we were pleased to meet with Sergeant Mooney. Sergeant Mooney informed us of the absolutely refusal on the part of my predecessor to participate in the Crime Free program as well as some great changes that were taking place in the program itself. It became obvious to my supervisor and myself, at that moment, that we needed the help of the POP team and we needed it fast!

I am pleased to report that there has been a drastic improvement made at our community. Deputy Engels has maintained constant contact with this community and helped us to clear out so many problems. There have been various operations that the POP team has executed at this community. They range from sheer police presents through patrol to undercover operations. These actions have made visible and welcome improvements. In addition to services that have been provided, they have brought a great deal of relief to the residents that live here. We often hear stories from our residents about how much better that they feel about our community and difference that they see everyday. Even the team that works at this community is feeling less stressed and more comfortable in their surroundings.

For those who have not previously been a part of this program, it is important to note a few crucial points that it offers. The first being the training that the management team will receive through the certification program. This is essential, as it provides you with the education and the knowledge that you will need to maintain a crime-free community. They will teach you what to look for and a new way of thinking about certain situations. They will also show you the appropriate steps to complete when you need to deal with those situations. The second, very important item is the crime free addendum. This is a way to let your resident know, at the signing of the lease, that you are committed to a crime free community. You will then have the ability to remove any resident who does commit a crime at your community giving you the power to clean up your community without hesitation.

Thank you for the opportunity to provide my insight regarding this valuable program.
Sincerely-

Stephanie Shewmaker Cox
Community Manager
Ridgeview Apartment Homes
Western National Group

25335 Alessandro Blvd. Moreno Valley CA 92553
951.485.7955 FAX 951.485.2099
www.ridgeviewapthomes.com

LASSELLE PLACE APARTMENTS

15700 Lasselle Street | Moreno Valley| CA 92551
Phone: 951-243-3960 * Fax: 951-601-3770

November 23, 2010

Dear Officer Gama:

I would like to take a moment to thank you for your efforts in keeping the Crime Free Housing Program active. I would also like to thank the Moreno Valley Police Department for their support over the last 2-years. Since I began managing Lasselle Place Apartments two years ago, I have seen significant improvement in the overall crime in our area. I attribute this decrease in crime to our involvement with the Crime Free Housing Program and the assistance of the Moreno Valley Police Department. The monthly meetings have been very informative and have allowed the Property Managers in the area and opportunity to share concerns and offer solutions.

If there is anything we can do to help continue the program, please feel free to contact us. We look forward to the next meeting in February and will commit to helping you get more area managers involved. Please relay our sincerest gratitude to your officers that help make Moreno Valley a desirable place to live.

Sincerely,

Danielle Benton
Property Manager
dbenton@sares-regis.com

I believe the crime free program works because it addresses the needs of the police department and the needs of property management all in one program. It helps a property manager immensely to have the resources this program provides, from the managers and maintenance personal that has only a few units, to the bigger complexes this program is a must! Another benefit is the ability to talk to other managers in the community to help solve real problems, with the help of law enforcement. Using the Crime Free Lease Addendum with your rental agreement lets any resident coming in know that you mean business and you will not tolerant crime, and if the addendum is broken you have the means to evict.

Paul Potter
Sunridge Apartments

Dear Officer Gama,

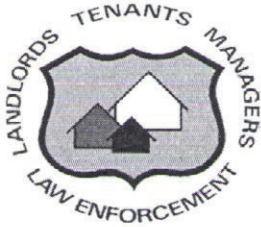
I would like to take this opportunity to thank the MV Police Department for keeping the Crime Free Multi Housing program alive and active in our community. Attending the Crime Meetings provides support for me in many ways. First of all, I have access to the many different law enforcement departments if any incidents occur on my property. I get the opportunity to discuss issues and come up with solutions with other property managers in Moreno Valley.

This program would be very beneficial if we can get all MV property managers to become a part of Crime Free Multi-housing making us all one team against crime in our community.

Thank you,

Traci Vander Maten | Business Manager
Broadstone Rancho Belago | Broadstone Overlook
12963 Moreno Beach Drive, Moreno Valley, CA 92555
(p) 951-601-0036 |(f) 951-601-1306
www.Liveatalliance.com tvandermaten@allresco.com

This page intentionally left blank.



CRIME FREE MULTI-HOUSING PROGRAM

Crime Free Lease Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

(1) Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any nuisance activity as defined in Civil Code sections 3479 and 3480, any criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act [21 U.S.C. 802]).

(2) Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.

(3) Resident or members of household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.

(4) Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in the Health & Safety Code 11350, et seq., at any locations, whether on or near the dwelling unit premises or otherwise.

(5) Resident, any memembr of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including: prostitution as defined in Penal Code 647(b); criminal street gang activity, as defined in Penal Code 186.20 et seq.; assault and battery, as prohibited in Penal Code 240; burglary, as prohibited in Penal Code 459; the unlawful use and discharge of firearms, as prohibited in Penal Code 245; sexual offenses, as prohibited in Penal Code 269 and 288, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.

(6) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

(7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

(8) This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident's Name (print)

Resident's Signature

Date

Resident's Name (print)

Resident's Signature

Date

Resident's Name (print)

Resident's Signature

Date

Resident's Name (print)

Resident's Signature

Date

This page intentionally left blank.

Crime Free Multi-Housing Program



Problems of an Unsafe Complex

- Residents frequently victimized
- Neighboring Properties and Surrounding Communities suffer.
- Criminal Activity (Drugs, burglaries, robberies, assaults, etc.)
- Deterioration of neighborhood, character and property values
- Drain Law Enforcement and Fire services.

Combating the Problem

- The problem apartment complexes have led to numerous problems. Holding owners, property managers and operators accountable for their properties and behavior of those they lease to is a necessary step towards overall improvement and public safety.

Crime Free Multi-Housing Program

- Program is a valuable tool that can educate an owner, manager or operator to provide the following:
 - Safe Environment
 - Livable Environment
 - Crime Free Environment

Crime Free Multi-Housing Certification

- Three Step Process
 - Eight hour Seminar provided to owners, managers & operators. (**Required**)
 - Crime Prevention Through Environmental Design Certification. (**Required**)
 - Safety Gathering.

Seminar - Required

- Speakers from different departments educating owners, managers and operators reference:
 - Gangs
 - Narcotics
 - Section 8/Public Housing
 - Evictions
 - Tenant Screening
 - Fair Housing
 - Premise Liability
- Begin using Crime Free Lease Addendum
(Required)

CPTED Certification - Required

- CPTED – Crime Prevention through Environmental Design
 - Using the environment to provide a safer complex
 - Lighting, trimming bushes, natural surveillance, territoriality

Safety Gathering

- Tenants, Managers, owners, operators and Law Enforcement gather
- Provide final certification
- Provide signs to post establishing the complex as a Crime Free Certified Complex
- Advise Tenants of what the owners, managers, operators and complex is doing to make the complex a safer place to live.

The Ordinance

- **Certification Required - Threshold**
 - Complexes have generated 10 or more calls for service
 - Increase of 25% higher calls for service when compared to 2 similar sized complexes.
 - Both are within any ninety day period

Certification Required

- Unlawful for any person to rent a residential dwelling that meets the threshold.
- When threshold has been exceeded, the police department will provide notice to the facility requiring certification.
 - Cease the rental of any additional units until application is obtained.
 - **NOTE:** If any step of the process is not completed the police department has the right to cancel that application and a new application will be started
 - **Note:** Does not pertain to state licensed group homes or facilities governed by state or federal rules & regulations

Application for Certification

- Shall have all pertinent information regarding the owner, managers, operators, the property, etc.
- Owner shall apply for certification once the property is found to be in violation

The Ordinance Cont'd.

- 8-hour Seminar – All managers, owners and operators must be certified.
- CPTED Inspection – must pass minimum requirements.
 - Inspection report will be given to managers/owners.
 - Complexes that change ownership must have new owner attend a seminar and complex must have a new inspection.
 - Note: Unless the manager or owner did not change

Non- Transferrable

- Certification is good for a period of one year from the CPTED Certification.
- Seminar certification shall expire 36 months after issuance, unless previously removed
- Certification is not transferable
 - Each new owner or manager must obtain new certification
 - Note: Unless either the manager or owner is still retained

Renewal Certification

- Application for renewal shall be made in the same manner as for a new certification.
- Applicants for renewal shall pay a fee.
- Applicants will be required to renew their certification every year until the calls for service have been reduced below the threshold for at least a year period from the date of certification.
 - Note: Voluntary renewal will not require a payment unless they have been notified the complex is in violation of the threshold.

Crime Free Lease Addendum

Residents, any member of resident's household, guest or other person under the residents control shall not engage in the following:

- Nuisance activity as defined in Civil Code sections 3479 and 3480, any criminal activity, including drug-related criminal activity, on or near the said premises.
- In any act intended to facilitate nuisance or criminal activity.
- Will not permit the dwelling unit to be used for, or to facilitate nuisance or criminal activity, including drug-related criminal activity.
- In the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations.
- In any illegal activity, including: prostitution as defined in Penal Code §647(b); criminal street gang activity, as defined in Penal Code §186.20 et seq.; assault and battery, as prohibited in Penal Code §240; burglary, as prohibited in Penal Code §459; the unlawful use and discharge of firearms, as prohibited in Penal Code §245; sexual offenses, as prohibited in Penal Code §269 and 288; or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
- VIOLATION SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

Signage Posting

- If the owner does not reside on the premises of any multi-family rental facility in the City, a notice with the following shall be posted in a conspicuous place on the premises:
 - Owner's name and address or
 - Property agents name and address

Notice of Violation

- Every certified complex is subject to periodic inspection by Law Enforcement to ensure compliance.
- Whenever it appears violations of the provisions, any applicable laws, regulations or CPTED requirements exist, the police department shall serve the owner or operator with a Notice of Violation.
- Violation shall be corrected within time period allotted for correction.
 - **Note:** Intentionally allowing a tenant to occupy any unit in violation of any provision of the Crime Free Lease Addendum is a violation.

Certification Removal

- The Moreno Valley Police Department may remove certification:
 - When a facility is found to be in violation of any law or regulation, reasonable notification will be provided to the facility to correct the violation.

Effect on Existing Certifications

- Complexes with current voluntary certification will not be required to renew their certification until the expiration date already given.
- Voluntary certification is not required to pay a fee to join program or a fee to renew, unless they are in violation.

Penalties

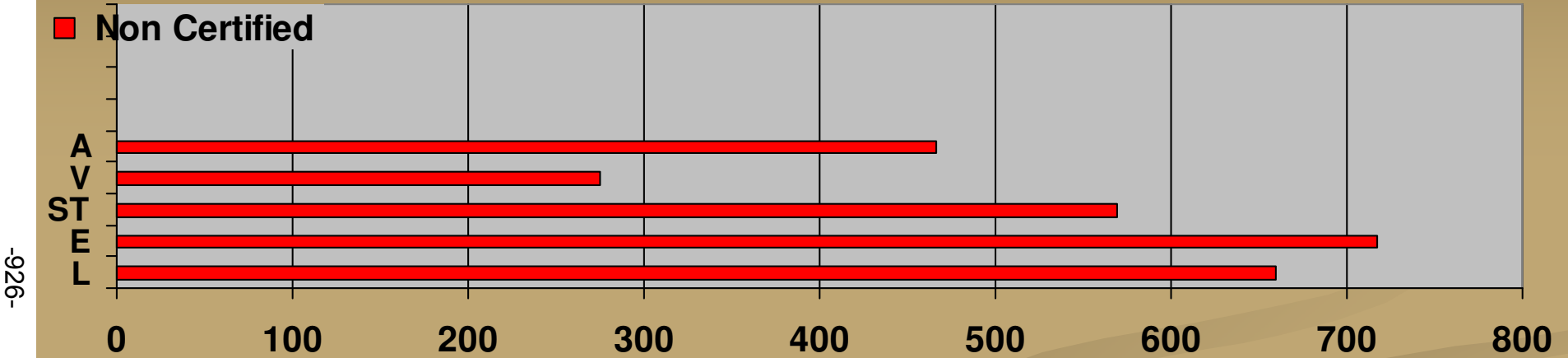
- Violation shall constitute a misdemeanor criminal offense.
- May be enforced through the issuance of civil citations.
- May be enforced through a civil action filed by the City for injunctive relief, abatement, forfeiture and/or receivership.
- May result in a civil penalty which may be assessed in any civil action not to exceed \$2,500.00 per violation for each and every day the violation continues to exist.
 - The remedies set forth are cumulative.

Certification Vs. Non-Certification

- The following information was compiled for a certain time frame.
- Some complexes are certified, while others are not certified.
- Information was also gathered reference complexes that were certified in the past and they are no longer certified.

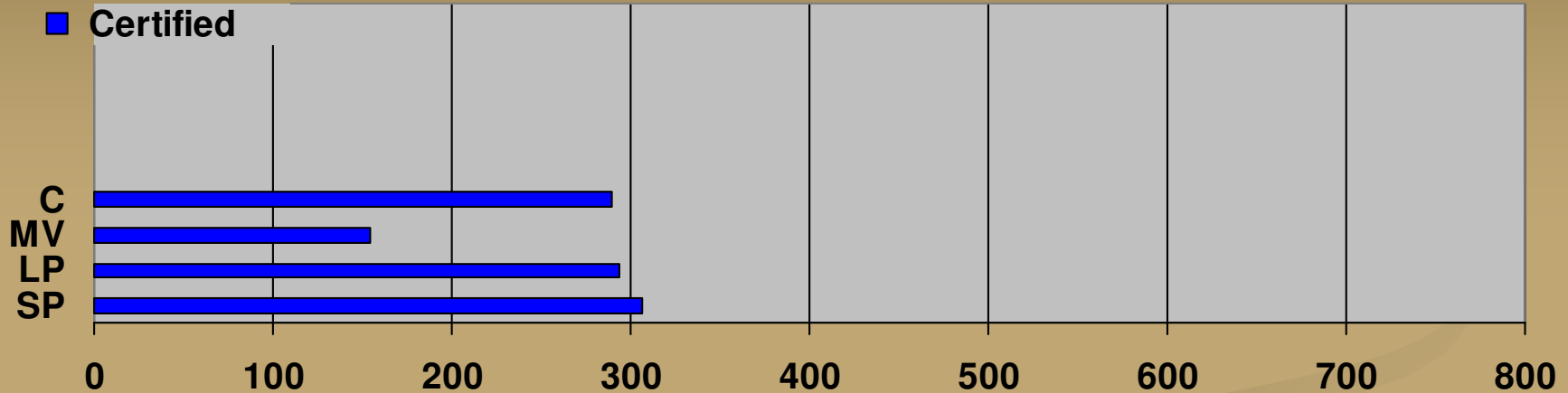


Non Certified Calls For Service



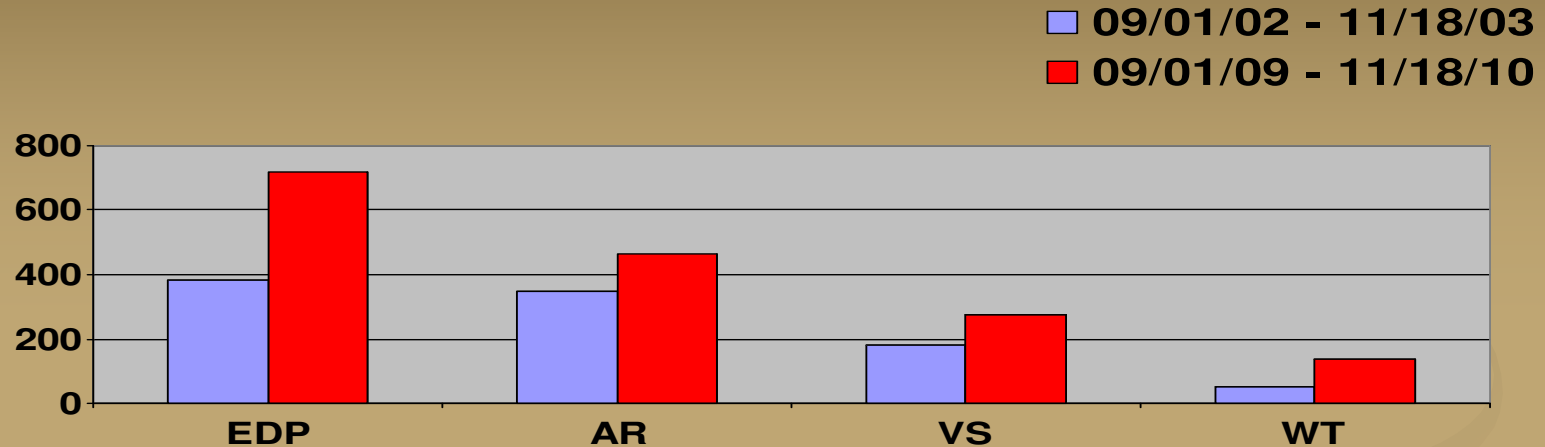
- Calls for Service from 09/01/09 to 11/18/10.
- Apartments are not certified through CFMH.
- Management and/or owners have not attended any recent meetings. (Between 08/10 to 01/17/11)

Certified Calls For Service



- Calls for service from 09/01/09 to 11/18/10
- Apartments have had one or more managers or owners certified through CFMH.
- Managers attend meetings regularly and they are in constant contact with the Problem Oriented Policing team

Certification VS. Non Certification

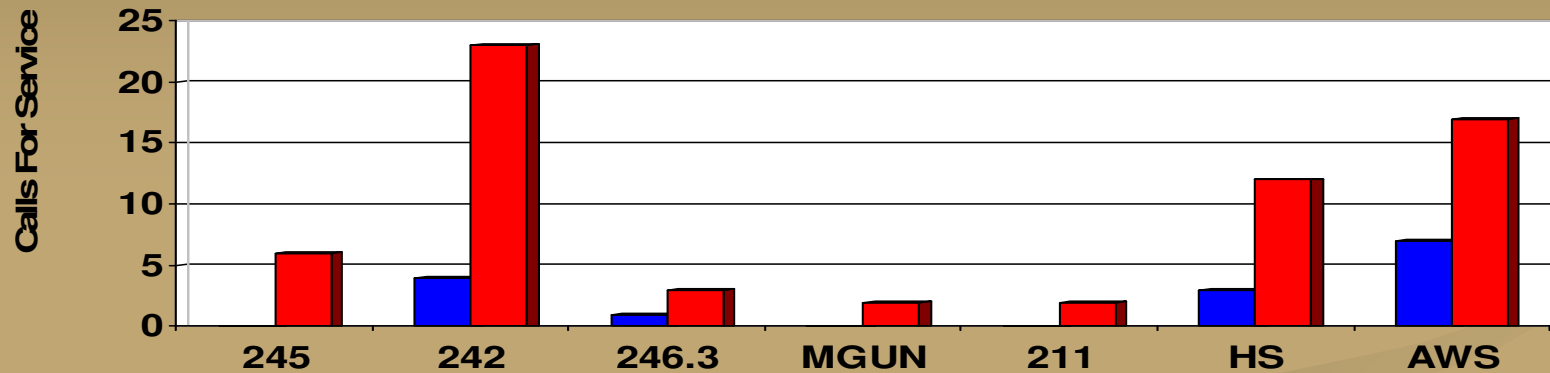


- These apartments were certified through CFMH from 09/01/02 to 11/18/03.
- These apartments were no longer certified from 09/01/09 to 11/18/10.

Certified VS. Non Certified

■ SP Certified

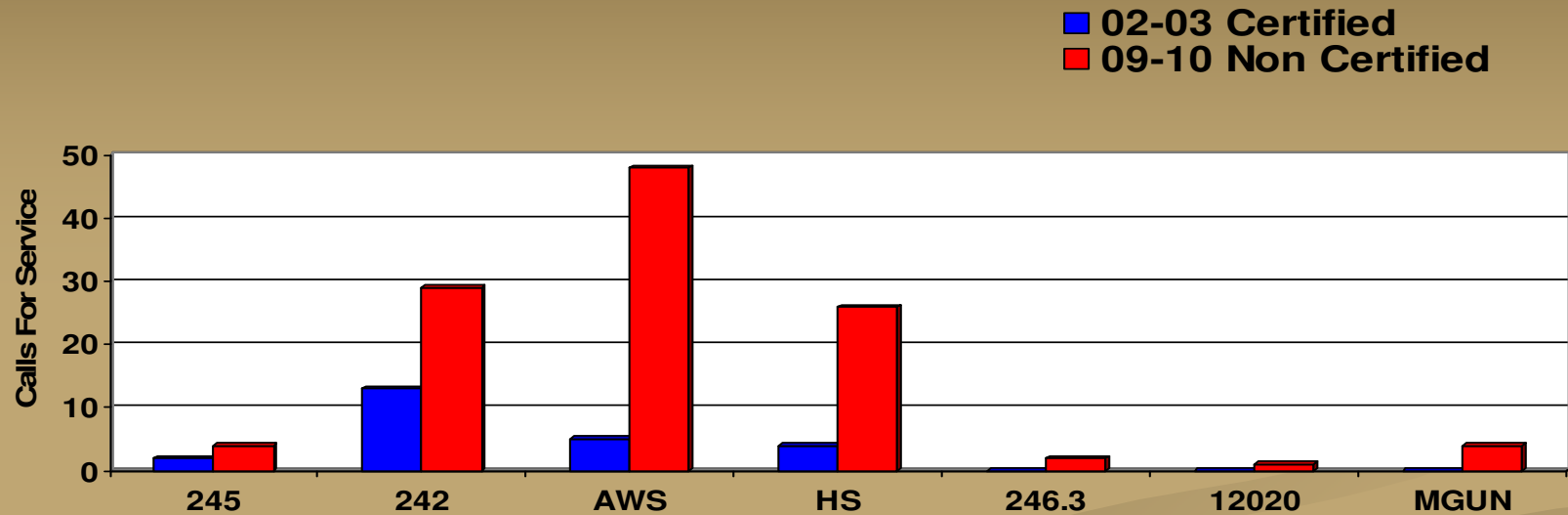
■ LP Non Certified



- 245 PC - Assault with a deadly weapon
- 242 PC - Assault
- 246.3 - Discharge a gun in a gross negligent manner.
- MGUN - Man w/ a gun.
- 211 PC - Robbery
- HS - Any drug arrest or calls for service regarding drugs.
- AWS - Any arrest warrants

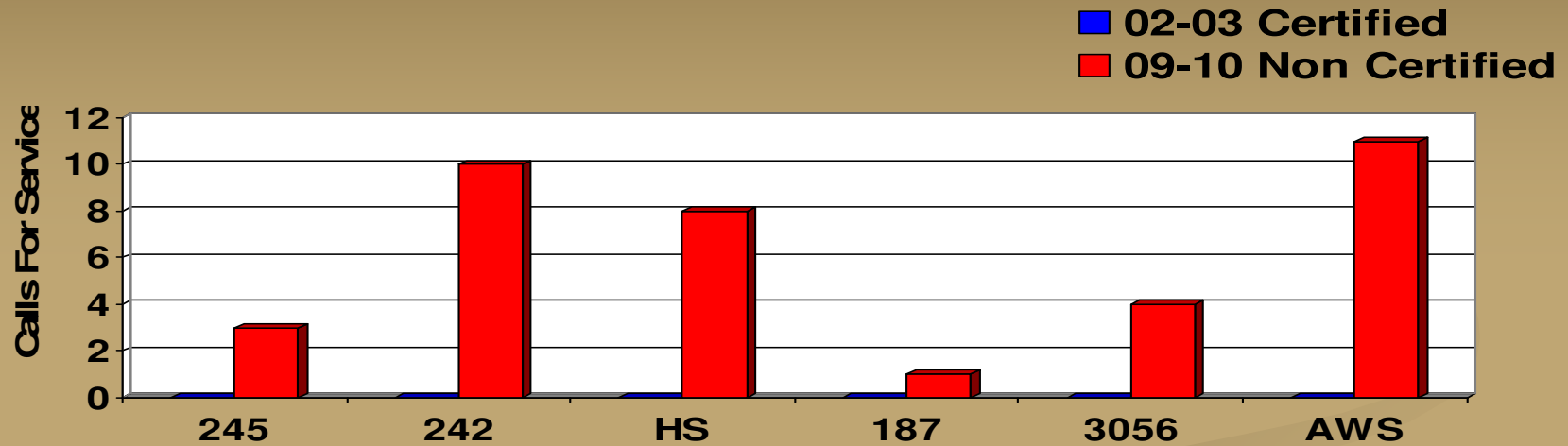
- **The non-certified complex has almost double the amount of calls for service compared to the certified complex.**

E D P Apartments



- 245 – Assault w/deadly weapon.
 - 242 – Assault.
 - AWS – Arrest warrants.
 - HS – Drug arrests or drug related calls for service.
 - 246.3 – Discharge a gun in a gross negligent manner.
 - 12020 – Poss. Of an prohibited weapon.
 - MGUN – Man w/gun.
- **The calls for service for the above type calls have increased significantly since the complex has stopped maintaining certification.**

Walker Terrace Apartments



- 245 – Assault w/deadly weapon
- 242 – Assault
- HS – Drug related arrests.
- 187 PC – Murder
- 3056 PC – Parolee at large
- AWS – Arrest warrants

- **Between 09/01/02 and 11/18/03 this complex did not have any of the above types of calls for service.**

Walker Terrace Cont.

- Walker Terrace Apartment Owner and Manager began the CFMH Program on 10/19/10.
- They both have attended the Monthly Manager Meetings since 10/19/10.
- The manager and owner has been advised of the problems that had been occurring.
- Since attending and joining the program, the complex has been quiet and numerous evictions have been started.
- Walker Terrace has only had an average of five calls for service a month between 10/18/10 and 03/08/11.

Manager Testimonials

- I would like to take this opportunity to thank the MV Police Department for keeping the Crime Free Multi Housing program alive and active in our community. Attending the Crime Meetings provides support for me in many ways. First of all, I have access to the many different law enforcement departments if any incidents occur on my property. I get the opportunity to discuss issues and come up with solutions with other property managers in Moreno Valley.

This program would be very beneficial if we can get all MV property managers to become a part of Crime Free Multi-housing making us all one team against crime in our community.

Thank you,

Traci Vander Maten | Business Manager

Broadstone Rancho Belago | Broadstone Overlook

12963 Moreno Beach Drive, Moreno Valley, CA 92555

Manager Testimonial Cont'd.

- I have been involved with this program here in the Moreno Valley area for almost three years. We are working on getting into phase 3 of the program. Our apartments are located in an area that has quite a bit of crime, by having this program gives us managers and officers a chance to keep aware of what is happening around us. This program educates us managers, on even more areas such as Section 8, Fair Housing, Apartment laws (AAGIE), Evictions, and many more. With that said, being certified with our certificates hanging on the wall for all prospective tenants to view is very rewarding. It allows people to see that we are all working together to keep our community a safe place to live and bring up our children.

Having the crime free lease addendum as part of our lease, lets prospective tenants know that we will not tolerate any crime or drug activity. Thank you for taking the time and effort to make this program happen!

Nancy Cruz-Olah
Ironwood Villas apartments
23163 Ironwood Avenue
Moreno Valley, California 92557

Manager Testimonial Cont'd

- I am the Community Manager here at Ridgeview Apartment Homes, in Moreno Valley and am happy to have the opportunity to give accolades to the Crime Free Multi-Family Housing Program. On my first day here at Ridgeview, August 22, 2010, I was terrified by the amount of people that were lingering around this community. In addition to the copious amount of people trolling through the community, there were some that were openly selling drugs. In addition, the community had 22 break-ins in the 3 month period as well as numerous other criminal activities taking place.

My first course of action was to go down to the Moreno Valley Police Department and speak with someone, anyone, for help. My Regional Manager accompanied me and we were pleased to meet with Sergeant Mooney. Sergeant Mooney informed us of the absolutely refusal on the part of my predecessor to participate in the Crime Free program as well as some great changes that were taking place in the program itself. It became obvious to my supervisor and myself, at that moment, that we needed the help of the POP team and we needed it fast!

I am pleased to report that there has been a drastic improvement made at our community. Deputy Engels has maintained constant contact with this community and helped us to clear out so many problems. There have been various operations that the POP team has executed at this community. They range from sheer police presents through patrol to undercover operations. These actions have made visible and welcome improvements. In addition to services that have been provided, they have brought a great deal of relief to the residents that live here. We often hear stories from our residents about how much better that they feel about our community and difference that they see everyday. Even the team that works at this community is feeling less stressed and more comfortable in their surroundings.

For those who have not previously been a part of this program, it is important to note a few crucial points that it offers. The first being the training that the management team will receive through the certification program. This is essential, as it provides you with the education and the knowledge that you will need to maintain a crime-free community. They will teach you what to look for and a new way of thinking about certain situations. They will also show you the appropriate steps to complete when you need to deal with those situations.

The second, very important item is the crime free addendum. This is a way to let your resident know, at the signing of the lease, that you are committed to a crime free community. You will then have the ability to remove any resident who does commit a crime at your community giving you the power to clean up your community without hesitation. Thank you for the opportunity to provide my insight regarding this valuable program.

Sincerely-
Stephanie Shewmaker Cox
Community Manager
Ridgeview Apartment Homes

Manager Testimonials Cont'd.

- I would like to take a moment to thank you for your efforts in keeping the Crime Free Housing Program active. I would also like to thank the Moreno Valley Police Department for their support over the last 2-years. Since I began managing Lasselle Place Apartments two years ago, I have seen significant improvement in the overall crime in our area. I attribute this decrease in crime to our involvement with the Crime Free Housing Program and the assistance of the Moreno Valley Police Department. The monthly meetings have been very informative and have allowed the Property Managers in the area and opportunity to share concerns and offer solutions.

If there is anything we can do to help continue the program, please feel free to contact us. We look forward to the next meeting in February and will commit to helping you get more area managers involved. Please relay our sincerest gratitude to your officers that help make Moreno Valley a desirable place to live.

Sincerely,
Danielle Benton
Property Manager
Lasselle Place Apartment's

Manager Testimonials Cont'd.

- I believe the crime free program works because it addresses the needs of the police department and the needs of property management all in one program. It helps a property manager immensely to have the resources this program provides, from the managers and maintenance personal that has only a few units, to the bigger complexes this program is a must! Another benefit is the ability to talk to other managers in the community to help solve real problems, with the help of law enforcement. Using the Crime Free Lease Addendum with your rental agreement lets any resident coming in know that you mean business and you will not tolerant crime, and if the addendum is broken you have the means to evict.

Sincerely,
Paul Potter
Sunridge Apartments

Conclusion

- Significant changes in calls for service.
- Decrease in Law Enforcement services.
- Increased open communication with managers, owners and Law Enforcement.
- Joint effort to keep complexes crime free.
- Significant changes in criminal activity.

