

**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 AND**  
**BOARD OF LIBRARY TRUSTEES**

**May 8, 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 951.413.3027 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**  
**May 8, 2012**

**CALL TO ORDER**

**SPECIAL PRESENTATIONS**

1. Proclamation Recognizing May 2012 as Mental Health Month
2. Proclamation Recognizing National Public Works Week
3. Officer of the Quarter - Officer Victor Magana
4. Officer of the Year Investigator Duke Viveros
5. "Spotlight on Moreno Valley Business"
  - a) Harkins Theatre - Moreno Valley 16
  - b) Aerotek

**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 BOARD OF LIBRARY TRUSTEES**

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

**REGULAR MEETING - 6:30 PM  
MAY 8, 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 Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Gwen Cotton - Spiritual Assembly of the Bahá'is of Moreno Valley

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

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## **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 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 APRIL 24, 2012 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

#### **A.3 AUTHORIZE A PURCHASE ORDER TO G/M BUSINESS INTERIORS, INC. FOR THE MORENO VALLEY POLICE DEPARTMENT TRAFFIC DIVISION OFFICE RENOVATION - PROJECT NO. 11-50182328 (Report of: Public Works Department/CPD)**

**Recommendation:**

1. Authorize the issuance of a Purchase Order for the amount of \$148,522.65 (\$141,450.14 base estimate plus 5% contingency), to G/M Business Interiors, Inc., 1099 West La Cadena Drive, Riverside, CA 92501, for furniture, partitions, and installation for the Moreno Valley Police Department Traffic Division Office Renovation; and
2. Authorize the Public Works Director/City Engineer to execute any subsequent change orders up to, but not exceeding, the Purchase Order contingency of \$7,072.51.

#### **A.4 APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES WITH C.H.J. INCORPORATED AND APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH HUNSAKER & ASSOCIATES FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE - PROJECT NO. 11-41570125 (Report of: Public Works**

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Department/CPD)

**Recommendation:**

1. Approve the Agreement for Professional Consultant Construction Geotechnical Services with C.H.J. Incorporated (C.H.J.), 1355 E. Cooley Drive, Colton, CA 92324, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project;
2. Authorize the City Manager to execute the Agreement for Professional Consultant Construction Geotechnical Services with C.H.J.;
3. Authorize the issuance of a Purchase Order to C.H.J. in the amount of \$108,716 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 C.H.J., within the Purchase Order amount, subject to the approval of the City Attorney;
5. Approve the Agreement for Professional Consultant Construction Survey Services with Hunsaker & Associates (H&A), 2900 Adams Street, Suite A-15, Riverside, CA 92504 for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project;
6. Authorize the City Manager to execute the Agreement for Professional Consultant Construction Survey Services with H&A;
7. Authorize the issuance of a Purchase Order to H&A in the amount of \$128,741 when the Agreement has been signed by all parties; and
8. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with H&A, within the Purchase Order amount, subject to the approval of the City Attorney.

**A.5 AUTHORIZE AWARD OF CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE DRACAEA AVENUE IMPROVEMENTS FROM PERRIS BOULEVARD TO PATRICIA STREET – PROJECT NO. 12-28574152 (Report of: Public Works Department/CPD)**

**Recommendation:**

1. Waive any and all minor irregularities and award the construction contract for the Dracaea Avenue Improvements (from Perris Boulevard to Patricia Street) to All American Asphalt, 400 E. 6th Street, Corona, CA 92878, the lowest responsible bidder;

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2. Authorize the City Manager to execute a contract with All American Asphalt;
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$549,298.75 (\$439,439.00 base bid amount plus 25% contingency) 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 All American Asphalt, up to but not to exceed the Purchase Order's total contingency amount of \$109,859.75, 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 the work is complete, accept the improvements into the City's maintained roadway system, and release the retention to All American Asphalt, if no claims are filed against the project.

A.6 PA08-0072 – APPROVAL OF PROPOSED RESOLUTION FOR A SUMMARY VACATION OF PORTIONS OF CORPORATE STREET, FREDERICK STREET AND RESOURCE WAY LOCATED AT THE NORTHWEST CORNER OF CACTUS AVENUE AND FREDERICK STREET. DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP, SAN ANTONIO, TX 78230. (Report of: Community & Economic Development)

**Recommendation:**

1. Adopt the Resolution No. 2012-27, summarily vacating portions of Corporate Street, Frederick Street and Resource Way; and

Resolution No. 2012-27

A Resolution of the City Council of the City of Moreno Valley, California Ordering the Summary Vacation of Portions of Corporate Street, Frederick Street and Resource Way

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.7 TRANSPORTATION MANAGEMENT CENTER: APPROPRIATION OF ADDITIONAL FUNDS TO COMPLETE PROJECT (Report of: Public Works/TED)

**Recommendation:**

1. Authorize the transfer of \$121,000 from the Traffic Signals

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Development Impact Fees (DIF) Fund (Fund 202) to the DIF Traffic Signal Capital Project Fund (Fund 417); and

2.

Authorize the appropriation of \$121,000 from DIF Traffic Signal Capital Project Fund balance to Account 417.79528 (Transportation Management Center) upon approval of transfer above.

A.8 RESOLUTION TO RATIFY THE APPLICATION FOR THE 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE \$69,724.00 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

**Recommendation:**

1. Approve Resolution No. 2012-28 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the \$69,724 allocated to the City; and

Resolution No. 2012-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the \$69,724 Allocation

2. Authorize revenue and expenditure budget appropriation of \$69,724 to account new.new.various (2012-DJ-BX-XXXX JAG GRANT FUND).

A.9 APPROVE THE FOURTH AMENDMENT TO AGREEMENT WITH PROACTIVE ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL DESIGN SUPPORT SERVICES FOR STAGE I CACTUS AVENUE WIDENING FROM INTERSTATE 215 EASTBOUND OFF-RAMP TO VETERANS WAY AND STAGE II CACTUS AVENUE WIDENING FROM VETERANS WAY TO HEACOCK STREET PROJECT NOS. 07-41678527 AND 07-41683328 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the Fourth Amendment to Agreement for Professional Consultant Services for additional design support services in the amount of \$60,000 with ProActive Engineering Consultants, Inc. (ProActive), 1875 California Avenue, Corona, CA 92881 for Stage I Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way and Stage II Cactus Avenue Widening from Veterans Way to Heacock Street;

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2. Authorize the City Manager to execute said Fourth Amendment to Agreement for Professional Consultant Services with ProActive;
3. Authorize the issuance of Purchase Orders with ProActive in the amount of \$35,000 each (\$30,000 plus \$5,000 contingency) once the Fourth Amendment has been signed by all parties. (Account Nos. 416.78527.7200 and 416.83328.7200); and
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the contract with ProActive within the authorized purchase order amounts subject to the approval of the City Attorney.

A.10 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of April 18 – May 1, 2012

A.11 APPROVE AMENDMENT TO RESOLUTION 2012-18, GENERAL PLAN AND SPECIFIC PLAN 208 AMENDMENT, TO INCLUDE REFERENCE MAPS (Report of: Public Works Department/TED)

**Recommendation:**

That the City Council amend City Resolution No. 2012-18 to include exhibits depicting the modified Circulation Plan of the General Plan and modified Circulation Exhibit of Specific Plan 208.

Resolution No. 2012-18

A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment and Specific Plan 208 Amendment (PA12-0001) to Modify the City Circulation Plan and Circulation Exhibit, Respectively

**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 APRIL 24, 2012 (Report of: City Clerk Department)



**Recommendation:**  
Approve as submitted.

### **C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

C.2 MINUTES - REGULAR MEETING OF APRIL 24, 2012 (Report of: City Clerk Department)

**Recommendation:**  
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 APRIL 24, 2012 (Report of: City Clerk Department)

**Recommendation:**  
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 PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2012/13 (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to allow the public an opportunity to comment on the proposed 2012/13 Annual Action Plan;
2. Approve the Annual Action Plan (2012/13) as an application to the US Department of Housing and Urban Development for funding under the

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federal CDBG and HOME programs;

3. Approve the revenue and expense budget appropriations for CDBG Entitlement funds in the amount of \$2,372,387 respectively for the 2012/13 CDBG program activities;
4. Approve the revenue and expense budget appropriations for HOME Entitlement funds respectively in the amount of \$1,520,203 for the 2012/13 HOME program activities;
5. Approve the budget reappropriation of \$1,000,000 for Hemlock Family Apartment (176.76129.7200) budgeted in 2011/12 but was not spent; and
6. Authorize the City Manager to execute the 2012/13 grant agreements, sub-recipient agreements, and any and all documents necessary to obtain the allocation of the federal entitlement funds.

E.2 A PUBLIC HEARING REGARDING THE EXPANSION OF THE GENERAL PLAN AMENDMENT (PA12-0010), CHANGE OF ZONE (PA12-0012) AND SPECIFIC PLAN (PA12-0013) APPLICATIONS FOR THE WORLD LOGISTICS CENTER PROJECT TO INCLUDE PROPERTIES NOT OWNED BY OR PARTICIPATING WITH THE PROJECT APPLICANT, HIGHLAND FAIRVIEW PROPERTIES. (REPORT OF: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT) **(THIS ITEM IS OFF CALENDAR AND WILL BE RE-NOTICED FOR A PUBLIC HEARING AT A LATER DATE)**

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

#### **G. REPORTS**

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
  - a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)
  - b) Report by Council Member Jesse L. Molina on Riverside Transit Agency (RTA)
- G.2 JULY 4TH UPDATE (ORAL PRESENTATION) (Report of: Parks and Community Services Department)
- G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for

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Council action)

## **H. LEGISLATIVE ACTIONS**

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

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 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 of the City of Moreno Valley or 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(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

- a) Case: *Application Of Southern California Edison Company To Establish Marginal Costs, Allocate Revenues, Design Rates, and Implement Additional Dynamic Pricing Rates*

Case No: Application (A.) 11-06-007

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

Number of Cases: 5

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

Number of Cases: 5

4 SECTION 54957.6 - LABOR NEGOTIATIONS

- a) Agency Representative: Henry T. Garcia

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Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia  
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia  
Employee Organization: Moreno Valley Confidential  
Management Employees

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

**ADJOURNMENT**

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**MINUTES**  
**CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY**  
**April 24, 2012**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. Recognition of the 2012 Mayor Pro Tem William H. Batey II Annual Reading Contest Winners
2. Proclamation Recognizing DMV/Donate Life California Month - April 2012
3. Proclamation Recognizing April is National Fair Housing Month
4. Employee of the Quarter Recognition - First Quarter 2012, Dorathy Haun, Lead Animal Care Technician, Finance & Administrative Services Department

**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  
AND BOARD OF LIBRARY TRUSTEES**

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

**REGULAR MEETING – 6:30 PM  
April 24, 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 Board of Library Trustees was called to order at 6:49 p.m. by Mayor Pro Tem William H. Batey II in the Council Chamber located at 14177 Frederick Street.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Jesse Molina

**INVOCATION - Pastor O. J. Philpot - Christ Community Church**

**ROLL CALL**

Council:

William H. Batey II	Mayor Pro Tem
Marcelo Co	Council Member
Robin N. Hastings	Council Member
Jesse L. Molina	Council Member

Absent:

Richard A. Stewart	Mayor
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Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director

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Robert Hansen  
Michelle Dawson  
John Anderson  
Abdul Ahmad  
Ahmad Ansari  
Barry Foster  
Tom DeSantis  
Mike McCarty

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

**JOINT CONSENT CALENDARS (SECTIONS A-D) 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 BOARD OF LIBRARY TRUSTEES**

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY

**Recommendation:** Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 10, 2012 (Report of: City Clerk Department)

**Recommendation:**  
Approve as submitted.

A.3 APPROVAL OF CHECK REGISTER FOR FEBRUARY, 2012 (Report of: Financial & Administrative Services Department)

**Recommendation:**  
Adopt Resolution No. 2012-23, approving the Check Register for the month of February, 2012 in the amount of \$10,299,738.78.

Resolution No. 2012-23

A Resolution of the City Council of the City of Moreno Valley, California  
Approving the Check Register for the Month of February, 2012

A.4 ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Administrative Services Department)

**Recommendation:**

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The Finance Sub-committee of the City Council recommends that the City Council adopt the Annual Statement of Investment Policy.

A.5 2011 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

**Recommendation:**

1. RECEIVE AND FILE the 2011 Annual Report of the Planning Commission; and
2. AUTHORIZE transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.6 ALCOHOL BEVERAGE CONTROL (ABC) GRANT "GRANT ASSISTANCE PROGRAM" (Report of: Police Department)

**Recommendation:**

1. Approve the grant application and authorize acceptance (if awarded) from the California's Department of Alcohol Beverage Control (ABC) in the amount of \$73,355.00 for the ABC Grant Assistance Program; and
2. Authorize the revenue and expense budgets in the ABC – Police Grant Fund (Fund 128) for the ABC Grant Assistance Program in the amount not to exceed \$73,355.00, respectively, upon approval and acceptance of the grant from the Department of Alcohol Beverage Control.

A.7 RATIFY THE AGREEMENT FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRICAL FACILITIES WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT - PROJECT NO. 12-12599520 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Ratify the Agreement for Replacement of Overhead with Underground Electrical Facilities with Southern California Edison (SCE) for the Cactus Avenue/Nason Street Improvement Project;
2. Authorize the City Manager to execute the future Joint Use Agreement with SCE, and any other Agreements with SCE not currently identified, subject to the approval of the City Attorney; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with SCE

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up to, but not exceeding, the existing purchase order contingency, subject to the approval of the City Attorney.

A.8 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Fire Department)

**Recommendation:**

Adopt Resolution No. 2012-24 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in the staff report for the abatement of nuisances.

Resolution No. 2012-24

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that said Statements of Costs Constitute a Lien Upon Said Properties

A.9 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2013-2017 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2013-2017;
2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2013-2017; and
3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2012-2013 budget approval process.

A.10 APPROVE THE APPROPRIATION OF \$96,000 FOR GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR THE SUNNYMEAD BOULEVARD PROJECT FROM FREDERICK STREET TO PERRIS BOULEVARD - PROJECT NO. 04-89280221 (Report of: Public Works/CPD)

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**Recommendation:**

1. Serving as the Successor Agency for the Redevelopment Agency of the City of Moreno Valley:

Authorize an appropriation of \$96,000 from Fund 792 fund balance (Successor Agency Capital Projects) to 792.79221.7200 Job Contractual for the Sunnymead Boulevard project from Frederick Street to Perris Boulevard;

2. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval;
3. Authorize the City Manager to sign a Purchase Order for Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$96,000 for legal services, subject to City Council approval of the appropriation; and
4. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$96,000 on this Purchase Order for legal services for the Sunnymead Boulevard project.

A.11 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of April 4-17, 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 APRIL 10, 2012 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

C.1 ORDINANCES - READING BY TITLE ONLY

**Recommendation:** Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 10, 2012 (Report of: City Clerk Department)

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**Recommendation:**  
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 APRIL 10, 2012 (Report of: City Clerk Department)

**Recommendation:**  
Approve as submitted.

Mayor Pro Tem William H. Batey II opened the agenda items for the Consent Calendar for public comments, which were received from Pete Bleckert (A.3).

**Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

#### **E. PUBLIC HEARINGS**

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2012-13 (Report of: Financial & Administrative Services Department)

**Recommendation: That the City Council:**

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2012-13; and
2. Adopt Resolution No. 2012-25, approving the Fee Schedule for FY 2012-13.

Resolution No. 2012-25

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2012-13 and Repealing Prior Resolutions that may be in Conflict

Mayor Pro Tem William H. Batey II opened the public testimony portion of the public hearing; there being none, public testimony was closed.

MINUTES  
April 24, 2012

**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 Richard A. Stewart absent.**

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

None

**G. REPORTS**

- G.1 MID-YEAR BUDGET REVIEW AND APPROVAL OF THE AMENDMENTS TO THE OPERATING BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Report of: Financial & Administrative Services Department)

**Recommendation: That the City Council:**

Adopt Resolution No. 2012-26, approving the Amendments to the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in Exhibits A-E to the Resolution, which includes the Position Control Roster; and

Resolution No. 2012-26

A Resolution of the City Council of the City of Moreno Valley, California Adopting the Amendments to the Operating Budget for Fiscal Years 2011/12-2012/13

Mayor Pro Tem William H. Batey II opened the agenda item for public comments; there being none, public comments were closed.

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

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

**Recommendation: That the CSD:**

Adopt Resolution No. CSD 2012-01, approving the Amendments to the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in Exhibits A-E to the Resolution, which includes the Position Control Roster.

Resolution CSD No. 2012-01

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A Resolution of the Moreno Valley Community Services District, Adopting the Amendments to the Operating Budget for Fiscal Years 2011/12 – 2012/13

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

**Approved by a vote of 4-0-1, President Richard A. Stewart absent.**

G.2 DEVELOPMENT PARTNERS SELECTION FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

1. Approve amended NSP Single-Family Residential Acquisition, Rehabilitation and Resale (SFR-ARR) Program Guidelines and Procedures Manual;
2. Approve amended NSP Multi-Family Residential Acquisition, Rehabilitation and Rental (MFR-ARR) Program Guidelines and Procedures Manual;
3. Authorize the City Manager to approve non-substantive changes to the NSP Program Guidelines;
4. Authorize the City Manager to execute Participation Agreements with recommended Development Partners; and
5. Authorize the City Manager to execute purchase agreements and Affordable Housing Agreements for the acquisition of foreclosed properties per the provisions of the Neighborhood Stabilization Program and Moreno Valley ARR Program Guidelines.

Mayor Pro Tem William H. Batey II opened the agenda item for public comments; there being none, public comments were closed.

**Motion to Approve Staff's Recommendations 1-5 by m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

G.3 APPOINTMENTS TO THE RECREATIONAL TRAILS BOARD AND THE TRAFFIC SAFETY COMMISSION (Report of: City Clerk Department)

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**Recommendation: That the City Council:**

1. After reviewing the ballot provided by the City Clerk:  
  
Appoint one member to the Recreational Trails Board with a term expiring June 30, 2013; and
2. Appoint one member to the Traffic Safety Commission with a term expiring June 30, 2014; or
3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Pro Tem William H. Batey II opened the agenda item for public comments, which were received from Tom Jerele, Sr. (Support).

**Motion to Appoint Manzell Baskerville to the Recreational Trails Board and Edward C. 'Pete' Rodine to the Traffic Safety Commission by m/Council Member Jesse L. Molina, s/Council Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

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

none

**H. LEGISLATIVE ACTIONS**

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ORDINANCE NO. 844 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 3 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 3.12 - PURCHASING (RECEIVED FIRST READING AND INTRODUCTION ON APRIL 10, 2012 ON A 4-0-1 VOTE, MOLINA ABSENT) (Report of: Financial & Administrative Services)

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**Recommendation: That the City Council:**

Adopt Ordinance No. 844, amending Title 3 of the City of Moreno Valley Municipal Code by repealing and reenacting Chapter 3.12, updating purchasing regulations.

Ordinance No. 844

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 3 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 3.12, Purchasing.

Mayor Pro Tem William H. Batey II opened the agenda item for public comments; there being none, public comments were closed.

**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 Richard A. Stewart 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

Robert Bugarin

1. Valley Skate Park Renovation

Daryl Terrell

1. Small Business

Jose Chavez

1. Last Meeting

2. County Taxes (Property Values)

Tom Jerele, Sr.

1. Importance of Building Codes

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

MINUTES  
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Council Member Marcelo Co

1. Why is it that we are changing from Hockey to Soccer? Parks & Community Services Director, Parks & Community Services Director Mike McCarty, responded - No Participation and not enough interest to support a league. The artificial turf recently approved, the land is City owned, not Perris or Riverside.

2. Thanked Daryl Terrell for comments in supporting small businesses. The City welcomes small businesses to come. It's hard to get start up costs, but keep trying different banks because each bank has their own criteria for approving a loan. If one bank denies the loan, it may be an acceptance in another bank.

Council Member Robin N. Hastings

1. Response to Mr. Chavez: Property Tax concerns can be directed to Larry Ward, County Assessor, and can be reached at 951.746.1544 or 951.955.6200, not County Supervisor Ashley.

2. Attended Comfort Care Dentistry Grand Opening & Ribbon Cutting on April 18th followed by Mock Interviews at Canyon Springs High School for their Sophomores. A lot of people showed up to interview the kids, evaluate them and help fill out applications.

3. Law Enforcement Appreciation Dinner was held on the 19th at Riverside Convention Center where some of our own were recognized, like Deputy Chief Anderson, who was promoted the day before. Special thank you to Deputy Chief Anderson for his hard work and dedication to the City and its Citizens and businesses.

4. Moss Bros. test drive event on the 21st - Moss Bros. donated \$20 dollars to Val Verde High School girls softball team for every test drive performed and continued the event again this past weekend.

5. Attended the Relay for Life event, also held on the 21st at Val Verde High School; walked a few laps with Henry Garcia, City Manager, and Deputy Chief Anderson.

6. Attended three Ground Breaking Ceremonies (Moss Bros., Heacock Bridge/Iris Avenue, and Nason Street/Cactus Avenue) all viable projects.

7. WRCOG received an award last week from the Urban League Institute for Outstanding Government Programs regarding Energy Efficiency.

MINUTES  
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8. Will be providing the "Update" at Wake-Up Moreno Valley tomorrow morning.

9. Also attending Earth Day at Sunnymeadows Elementary School tomorrow.

10. 13th Annual Public Health & Safety Fair will be held this Saturday from 9:00 a.m. - 3:00 p.m. on Motor Way and Moreno Valley Auto Mall - Sponsored by Moss Bros. and Riverside County Regional Medical Center. Encouraged everyone to attend.

11. Announcement went out today that the WRCOG General Assembly will be held on June 21st, and General Colin Powell will be the keynote speaker.

#### Council Member Jesse L. Molina

1. Will be attending the Victims Candelight Vigil on April 26th - National Crime Victims Week, invites everyone to attend.

2. Attended RTA – Similar to the Ramona Pageant, is there anything we can compete with? Moreno Valley needs an identity, similar to the Temecula's Balloon Festival. This is something they plan to work on in the future.

3. Attended the Sheriff's Honor Awards and was honored to learn he was sitting with the Martinez Family of a Fallen Officer from Cathedral City.

4. Learned that City of Temecula's Original Council Member, Karel Lindemans passed away.

5. Small Business incentive program - Can the City Council approve a Small Business Incentive Program? City Attorney response - Yes they can, but first they would have to direct staff on how to function; criteria for enrollment or loan; and identify the funding source.

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

1. Thank you to Chief Anderson for his service and congratulations on promotion to Deputy Chief. Very proud of our City; all our Chiefs have been promoted within the Sheriff's Department. Shows great leadership.

2. Congratulations to the Reading Contest winners

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## **CLOSED SESSION**

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley and Moreno Valley 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**

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

- 3 SECTION 54957.6 - LABOR NEGOTIATIONS

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

The CSD Board voted 4-0-1, President Stewart absent, to declare Pacifica College in breach of the concession agreement with the CSD and authorize the City Attorney to pursue all available legal remedies.

### **ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 8:36 p.m. by unanimous informal consent.

MINUTES  
April 24, 2012

Submitted by:

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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, Housing Authority  
Secretary, Board of Library Trustees

Approved by:

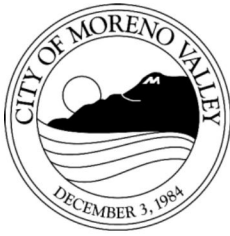
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Mayor Richard A. Stewart  
President, Moreno Valley Community Services District  
Chairperson, City as Successor Agency for the Community Redevelopment Agency  
of the City of Moreno Valley  
Chairperson, Housing Authority  
Chairperson, Board of Library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

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MINUTES  
April 24, 2012

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** May 8, 2012

**TITLE:** AUTHORIZE A PURCHASE ORDER TO G/M BUSINESS INTERIORS, INC. FOR THE MORENO VALLEY POLICE DEPARTMENT TRAFFIC DIVISION OFFICE RENOVATION PROJECT NO. 11-50182328

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the issuance of a Purchase Order for the amount of \$148,522.65 (\$141,450.14 base estimate plus 5% contingency), to G/M Business Interiors, Inc., 1099 West La Cadena Drive, Riverside, CA 92501, for furniture, partitions, and installation for the Moreno Valley Police Department Traffic Division Office Renovation.
2. Authorize the Public Works Director/City Engineer to execute any subsequent change orders up to, but not exceeding, the Purchase Order contingency of \$7,072.51.

### **BACKGROUND**

In November 2010, the City completed the construction of a new Emergency Operations Center (EOC) building adjacent to the Public Safety Building (PSB). The previous EOC space in the PSB was left vacant. The Moreno Valley Police Department Traffic Division needed more space and therefore it was decided that the area left vacant by the EOC would be renovated to accommodate the Traffic Division's needs.

The project includes the demolition of the existing interior walls, purchase, and installation of new partitions, removal, and relocation of existing base and wall cabinetry, removal of kitchen cabinets and fabrication and installation of new cabinets.

The renovated space will be re-carpeted and re-painted as well. New chairs, desks, and other furniture will be purchased and installed after construction is complete. City Council awarded the construction of the project to Rasmussen Brother's Construction, Inc. at its meeting on April 10, 2012.

## **DISCUSSION**

TR Design Group Architecture (TRD), the architectural consultant for the project, was selected through a formal Request for Proposal process. RFP and Scope and Fee letters were sent to five (5) on-call Architectural Consultants and twenty-three (23) architectural consultants not on the City's On-Call list. Seven (7) proposals were received. Based on the firm's general experience, skills of project personnel, and project approach and understanding, the City selected TRD. As a provision of the RFP, TRD was required to develop interior design layouts including fixed and non-fixed (furniture) items, provide fixtures, furniture and equipment (FFE) specifications and cost estimate, as well as monitor, coordinate and support all activities associated with selection, procurement, and installation. TRD proposed G/M Business Interiors, Inc. (G/M) as their subconsultant for the FFE portion of the work.

The County of Riverside has Professional Agreement for Systems/Conventional Furniture Including Design and Installation Service (Contract ID #RIVCO-9314-006-12/10) with G/M that allows other local agencies to purchase office furniture and partitions as well as installation of said components at the most competitive price. Per the City's procurement policy (Policy #3.18, XII – Cooperative or "Piggybacking" Agreements), staff will be utilizing the County of Riverside's agreement to "piggyback" off of and contract directly with G/M.

## **ALTERNATIVES**

1. Authorize the issuance of a Purchase Order for the amount of \$148,522.65 (\$141,450.14 base estimate plus 5% contingency), to G/M Business Interiors, Inc., 1099 West La Cadena Drive, Riverside, CA 92501, for furniture, partitions, and installation for the Moreno Valley Police Department Traffic Division Office Renovation, and authorize the Public Works Director/City Engineer to execute any subsequent change orders up to, but not exceeding, the Purchase Order contingency of \$7,072.51. *This alternative will allow for much needed improvements.*
2. Do not authorize the issuance of a Purchase Order for the amount of \$148,522.65 (\$141,450.14 base estimate plus 5% contingency), to G/M Business Interiors, Inc., 1099 West La Cadena Drive, Riverside, CA 92501, for furniture, partitions, and installation for the Moreno Valley Police Department Traffic Division Office Renovation *This alternative will delay the completion of much needed improvements.*



**FISCAL IMPACT**

The design and construction of the Moreno Valley Police Department Traffic Division Office Renovation project is included in the adopted Fiscal Year 2011 / 2012 Capital Improvement Project as part of the Public Safety Building Phase II. The project is funded by Fund 501 (2005 Lease Revenue Bonds). These funds have been allocated for the Moreno Valley Police Department Traffic Division Office Renovation project and cannot be utilized for operational activities. There is no impact on the General Fund.

**BUDGETED PROJECT FUNDS:**

**Public Safety Building Conversion**

**FY 2011/2012 Budget (Account No. 501.82328) ..... \$600,000**

**ESTIMATED PROJECT RELATED COSTS:**

Architectural Design & Construction Support Services.....	\$60,000
Construction Costs*.....	\$167,000
Partitions and Furniture.....	\$149,000
Riverside County IT Installation.....	\$40,000
Construction Management & Inspection.....	\$80,000
Moving and Logistics Cost .....	\$20,000
Project Administration**.....	<u>\$20,000</u>
<b>Total Estimated Project Related Costs.....</b>	<b>\$536,000</b>

\* Includes 20% contingency

\*\* Includes project management, advertising, printing, and other miscellaneous costs.

**ANTICIPATED PROJECT SCHEDULE:**

Notice of Award.....	April 2012
Start Construction.....	May 2012
Furniture and Partition Installation.....	June 2012
Complete Construction.....	July 2012

**CITY COUNCIL GOALS**

**POSITIVE ENVIRONMENT:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**SUMMARY**

This project will renovate the existing unused space in the Public Safety Building to allow for better functionality of the City’s Police Department Traffic Division. Staff recommends authorizing the issuance of a purchase order for furniture and partitions in the amount of \$148,522.65 for the base estimate plus 5% contingency.

**ATTACHMENTS**

Attachment “A” – G/M Business Interiors, Inc. Quotation #71991

Prepared By:  
Henry Ngo  
Senior Engineer, P.E.

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

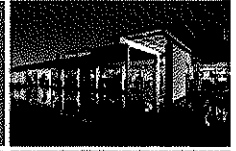
Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director / City Engineer

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



# Business Interiors

*"Elevate your Workplace"*



<b>Project ID / Who &amp; Where</b>	<b>Date:</b>	<b>Quotation</b>
TRAFFIC DIVISION-OFFICE RENOVATION	2012-01-18	<b>71991</b>

<b>BILL TO:</b>	P10638	<b>SHIP TO:</b>
CITY OF MORENO VALLEY 14177 FREDERICK STREET		CITY OF MORENO VALLEY 22850 CALLE SAN JUAN DE LOS LAGOS
MORENO VALLEY CA 92552		MORENO VALLEY CA 92552
HENRY NGO Phone: (951)413-3106 Fax:		HENRY NGO Phone: (951)413-3106 Fax:

I acknowledge that I have inspected color samples, fabrics and finishes specified for the products included in this order. I am satisfied that the products as specified are suitable for my intended purpose. I am aware that this is a custom order and is non-returnable.  
 \* Quotation is valid for 60 days \*

Approved by: \_\_\_\_\_ Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

<b>Product Counts:</b>	Systems	24	Desk Units	3	Tables	0	Files	0	Chairs	31	Storage	0	Ancillary	0
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### Product Summary / Scope of Work

**PROJECT #**  
 ORDER FOR MORENO VALLEY POLICE-TRAFFIC DIVISION

**PRODUCT TYPE:** HERMAN MILLER FURNITURE

- ( 24 ) EA QTY SYSTEMS FURNITURE WORKSTATIONS
- ( 3 ) EA DESK UNITS
- (27) EA TASK CHAIRS
- (4) EA GUEST CHAIRS

**FOR:** TRAFFIC DIVISION RENOVATION

\*\*\*\*\*INSTALLATION START DATE : TBD  
 \*\*\*\*\*CUSTOMER MOVE-IN DATE : TBD

**\*\*\*SCOPE OF WORK:**

- 1) DESIGN SYSTEMS FURNITURE WHICH INCLUDES FIELD RESEARCH, PROGRAMMING WORKSTATIONS, MAKING COLOR SELECTIONS, PRODUCING ALL DRAWINGS, PRODUCT SPECIFICATIONS FOR REVIEW AND APPROVAL
- 2) COORDINATE AND PROJECT MANAGE DELIVERY OF SYSTEMS FURNITURE AND SUPPLY ELECTRICAL AND DATA INFORMATION WHERE APPLICABLE

Account Executive: Meagan Boen ( <a href="mailto:mboen@gmbi.net">mboen@gmbi.net</a> )	Project PAS: Eric Olivares
AMA: Wendy Guerrero ( <a href="mailto:wguerrero@gmbi.net">wguerrero@gmbi.net</a> )	

800-686-6583 800-686-6583 Fax: 951-684-0837  
 G/M Business Interiors, Inc.  
 1099 W. La Cadena Drive, Riverside CA, 92501

- 3) RECEIVE ALL FURNITURE AND INSPECT, LOAD, TRANSPORT AND DELIVER
- 4) COORDINATE ALL DELIVERIES WITH : HENRY NGO
- 5) INSTALL ALL FURNITURE PER ATTACHED PLANS

\*\*\*PROJECT CHECKLIST SCHEDULE:

- 1) YOUR G/M ACCOUNT MANAGER WILL PRESENT THIS FINAL FORMAL QUOTE ALONG WITH A G/M APPROVAL PACKAGE. THIS PACKAGE CONSISTS OF YOUR APPROVAL OF:
  - A) THE DRAWINGS & EXHIBITS.
  - B) THE FABRICS, FINISHES, PAINTS, EDGE DETAILS, PULL STYLES.
  - C) THE AGREED UPON INSTALLATION START DATE RANGE AND THE ANTICIPATED OR EXPECTED MOVE-IN DATE OR DATE RANGE.
  - D) DISCUSSION REGARDING JOBSITE READINESS FOR FURNITURE INSTALLATION.
  - E) CONDITIONS THAT COULD REQUIRE ADDITIONAL FURNITURE HANDLING OR STORAGE FEES.

**G/M** Quotation # 71991

BOM A	Who/What/Where	List	List Ext	Sell	Sell Ext
LOT 1	SEATING	31,976.00	31,976.00	14,358.74	14,358.74
Description:		Non-Tax Install	Taxable Install	Freight	Design Fee
(27) EA HERMAN MILLER MIRRA CHAIRS (04) EA HERMAN MILLER CAPER CHAIRS		.00	.00	.00	.00
BOM: See Attached Bill of Materials Piece Count: 31					

BOM B	Who/What/Where	List	List Ext	Sell	Sell Ext
LOT 1	MONITOR ARMS	11,367.00	11,367.00	4,887.81	4,887.81
Description:		Non-Tax Install	Taxable Install	Freight	Design Fee
(27) EA HMI FLO SINGLE SCREEN MONITOR ARMS		.00	.00	.00	.00
BOM: See Attached Bill of Materials Piece Count: 54					

Account Executive: Meagan Boen ( <a href="mailto:mboen@gmbi.net">mboen@gmbi.net</a> )	Project PAS: Eric Olivares
AMA: Wendy Guerrero ( <a href="mailto:wguerrero@gmbi.net">wguerrero@gmbi.net</a> )	

800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors, Inc.  
1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>

BOM C		Who/What/Where	List	List Ext	Sell	Sell Ext
LOT	1	PRIVATE OFFICES	33,741.00	33,741.00	13,009.52	13,009.52
Description			Non-Tax Install	Taxable Install	Freight	Design Fee
(03) HERMAN MILLER MERIDIAN 5000 SERIES PRIVATE OFFICES W/ CANVAS SERIES OVERHEADS			.00	.00	.00	.00
(01) HERMAN MILLER CANVAS SERIES PRIVATE OFFICE						
BOM: See Attached Bill of Materials						
Piece Count: 203						

BOM D		Who/What/Where	List	List Ext	Sell	Sell Ext
LOT	1	WORKSTATIONS	260,041.00	260,041.00	83,045.88	83,045.88
Description			Non-Tax Install	Taxable Install	Freight	Design Fee
(23) EA HERMAN MILLER ETHOSPACE SERIES WORKSTATIONS			.00	.00	.00	.00
BOM: See Attached Bill of Materials						
Piece Count: 1472						

BOM E		Who/What/Where	List	List Ext	Sell	Sell Ext
LOT	1	WIRE/TECHNOLOGY MANAGEMENT	.00	.00	2,403.00	2,403.00
Description			Non-Tax Install	Taxable Install	Freight	Design Fee
GM COMPLETE CABLE MANAGEMENT PACKAGE-INCOCUES (2) SURGE PROTECTORS PER STATION, (4) G1331 CORD CLEATS PER STATION & LABOR FOR CABLE MANAGEMENT			.00	.00	.00	.00
BOM: See Attached Bill of Materials						
Piece Count: 27						

BOM F		Who/What/Where	List	List Ext	Sell	Sell Ext
LOT	1	CONTINGENCY	.00	.00	5,000.00	5,000.00
Description			Non-Tax Install	Taxable Install	Freight	Design Fee
GM CONTINGENCY LINE THIS LINE IS FOR VARIABLES THAT ARE UNKNOWN AND MAY DEVELOP PRIOR TO FURNITURE ORDER. IF FURNITURE ORDER REMAINS UNCHANGED, THIS LINE WILL BE ELIMINATED.			.00	.00	.00	.00
BOM: See Attached Bill of Materials						
Piece Count:						

Account Executive: Meagan Boen ([mboen@gmbi.net](mailto:mboen@gmbi.net))

Project PAS: Eric Olivares

AMA: Wendy Guerrero ([wguerrero@gmbi.net](mailto:wguerrero@gmbi.net))

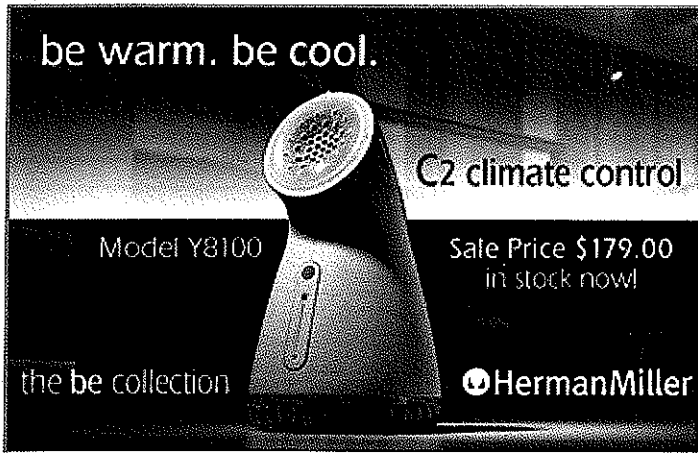
800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors, Inc.

1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>

BOM	Who/What/Where	List	List Ext	Sell	Sell Ext
G					
LOT	0 Z G/M Services	.00	.00	.00	.00
Description:		Non-Tax Install	Taxable Install	Freight	Design Fee
<p>G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstation and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.</p> <p>G/M Project Management services include drawing checks, order scheduling &amp; routing, electrical consulting with contractors, field checks, construction progress monitoring and installation coordination.</p> <p>G/M Installation Services include receiving and inspecting of each product, damage adjudication with vendors, transporting product if applicable, staging of products, delivery, installation of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the installation.</p> <p>G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and installation to finalize the punchlist and project.</p> <p>G/M Warranty Services Department is provided to offer our clients no charge warranty service work for all furniture under valid warranty. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our warranty department may be contacted at <a href="mailto:warranty@gmbi.net">warranty@gmbi.net</a></p>		5,556.75	3,773.83	.00	.00
BOM: See Attached Bill of Materials					
Piece Count:					



Product Subtotal:	\$122,704.95
Systems Installation (Taxable)	\$3,773.83
Freight (Taxable)	\$0.00
Delivery and Install (Non-Taxable)	\$5,556.75
G/M Design Services (Non-Taxable)	\$0.00
Taxable Subtotal:	\$126,478.78
Non-Taxable Subtotal:	\$5,556.75
Sales Tax (7.750%)	\$9,414.61
<b>Total:</b>	<b>\$141,450.14</b>

Terms:		
Deposit at Order Sign	50%	\$70,725.07
at Completion COD	40%	\$56,580.05

Account Executive: Meagan Boen ([mboen@gmbi.net](mailto:mboen@gmbi.net)) Project PAS: Eric Olivares  
 AMA: Wendy Guerrero ([wguerrero@gmbi.net](mailto:wguerrero@gmbi.net))

800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors, Inc.  
 1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>

at Punchlist Completion 10% \$14,145.01

Account Executive: Meagan Boen ([mboen@gmbi.net](mailto:mboen@gmbi.net))

Project PAS: Eric Olivares

AMA: Wendy Guerrero ([wguerrero@gmbi.net](mailto:wguerrero@gmbi.net))

800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors, Inc.

1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>



April 11, 2012.

City of Moreno Valley Public Works  
14177 Frederick Street  
Moreno Valley, CA 92552

Attn: Kim Jester

Re: Quote 71991 Moreno Valley Traffic Division Office Renovation Furniture/Partition Wall Project

G/M Business Interiors will extend County of Riverside Contract Pricing to the City of Moreno Valley for their Moreno Valley Traffic Division Office Renovation Furniture and Partition Wall Project.

Thank you for favoring G/M with your order,

William F. Easley

Executive Vice President/CFO

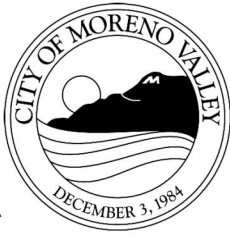


REDLANDS

RIVERSIDE

SAN DIEGO





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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** May 08, 2012

**TITLE:** APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES WITH C.H.J. INCORPORATED AND APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH HUNSAKER & ASSOCIATES FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE  
PROJECT NUMBER: 11-41570125

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the Agreement for Professional Consultant Construction Geotechnical Services with C.H.J. Incorporated (C.H.J.), 1355 E. Cooley Drive, Colton, CA 92324, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Construction Geotechnical Services with C.H.J. in the form attached hereto.
3. Authorize the issuance of a Purchase Order to C.H.J. in the amount of \$108,716 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 C.H.J., within the Purchase Order amount, subject to the approval of the City Attorney.

5. Approve the Agreement for Professional Consultant Construction Survey Services with Hunsaker & Associates (H&A), 2900 Adams Street, Suite A-15, Riverside, CA 92504 for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project.
6. Authorize the City Manager to execute the Agreement for Professional Consultant Construction Survey Services with H&A in the form attached hereto.
7. Authorize the issuance of a Purchase Order to H&A in the amount of \$128,741 when the Agreement has been signed by all parties.
8. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with H&A, within the Purchase Order amount, subject to the approval of the City Attorney.

### **BACKGROUND**

The Environmental, Design, and Right of Way phases for this project have all been successfully completed. On March 14, 2012, the Riverside County Transportation Commission (RCTC) Board of Commissioners voted to carry over approximately \$1.25 million in savings from the Design and Right of Way phases of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project, plus \$415,000 in savings from the Design and Right of Way phases of the Perris Boulevard from Ironwood Avenue to Manzanita Avenue project, plus \$4 million in new obligations. RCTC prepared a new Agreement for the construction phase (Agreement No. 12-72-059-00) and designated a maximum amount of \$5,665,000 of TUMF funds for this phase.

On April 10, 2012, the City Council accepted and approved the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between RCTC and the City of Moreno Valley for the construction phase of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project.

The project was advertised for construction bids on April 11, 2012. Bids are scheduled to be opened on May 16, 2012. The award of the construction contract and Agreement for Professional Consultant Design Support Services during construction is scheduled for City Council consideration on May 22, 2012.

### **DISCUSSION**

Perris Boulevard is an existing partially improved north/south arterial street between the limits of Perris Valley Storm Drain Lateral "B" (Southerly City Limits) and Cactus Avenue in the City of Moreno Valley. The existing improvements, which vary in width, consist of a two-lane road with shoulders in some areas to other areas that are fully built out. This project is to widen and improve Perris Boulevard within the project limits to an arterial street standard with a curb-to-curb width of 86 feet (86') within a 110 feet (110') right of

way. The proposed improvements will include curb, gutter, sidewalk, pavement, traffic signal modifications, streetlight relocations, utility relocations, signing and striping, and related road improvements. Additionally, right of way acquisition was acquired in areas where the ultimate street right of way had not been previously obtained. This project is eligible for and receives Transportation Uniform Mitigation Fee (TUMF) funding. Expenses are fully reimbursable by RCTC; however, existing Development Impact Fees (DIF) funds in the project budget may be used to cover minor administrative and ancillary expenses that may not be eligible for reimbursement by TUMF funds.

On March 22, 2012, staff solicited proposals from professional geotechnical consultants and from professional survey consultants. The City advertised, published, and distributed the Request for Proposal. On April 19, 2012, the City received ten (10) proposals from qualified geotechnical consultants and eight (8) proposals from qualified construction survey consultants. A selection team of staff reviewed the proposals and ranked them in order, based on the firms' experience and qualifications, experience of key personnel on projects, and project approach/understanding. C.H.J. was selected as the most qualified professional geotechnical firm and H&A was selected as the most qualified professional survey firm.

Staff has completed negotiations with the top-ranked firm in each discipline and recommends awarding a professional consultant services agreement for construction geotechnical services to C.H.J. in the amount of \$108,716. Staff also recommends awarding a professional consultant services agreement for construction survey services to H&A in the amount of \$128,741. If approved by City Council, separate Purchase Orders for each Agreement will be issued for the amounts stated.

## **ALTERNATIVES**

1. Approve the Agreement for Professional Consultant Construction Geotechnical Services with C.H.J. Incorporated (C.H.J.), 1355 E. Cooley Drive, Colton, CA 92324, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project, authorize the City Manager to execute the Agreement for Professional Consultant Construction Geotechnical Services with C.H.J. in the form attached hereto, authorize the issuance of a Purchase Order to C.H.J. in the amount of \$108,716 when the Agreement has been signed by all parties, authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with C.H.J., within the Purchase Order amount, subject to the approval of the City Attorney, approve the Agreement for Professional Consultant Construction Survey Services with Hunsaker & Associates (H&A), 2900 Adams Street, Suite A-15, Riverside, CA 92504, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project, authorize the City Manager to execute the Agreement for Professional Consultant Construction Survey Services with H&A in the form attached hereto, authorize the issuance of a Purchase Order to H&A in the amount of \$128,741 when the Agreement has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any

subsequent amendments to the Agreement with H&A, within the Purchase Order amount, subject to the approval of the City Attorney. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve the Agreement for Professional Consultant Construction Geotechnical Services with C.H.J. Incorporated (C.H.J.) and do not approve the Agreement for Professional Consultant Construction Survey Services with Hunsaker & Associates (H&A) for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project. *This alternative will delay the project.*

**FISCAL IMPACT**

On April 10, 2012, staff requested and the City Council granted a new appropriation of \$5,110,000 in TUMF funds to Account No. 415.70125 and a reappropriation of \$262,000 from the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue project (Account No. 415.70225) to the Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project (Account No. 415.70125). Altogether, total TUMF funding for this project is \$5,665,000. TUMF funding will pay for the construction phase of this project, although there are some minor administrative and ancillary expenses that may be paid by DIF funds. There is no impact on the City’s General Fund.

**AVAILABLE EXPENDITURE FUNDS:**

Available Budgeted TUMF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral “B” to Cactus Avenue (Acct. No. 415.70125) .....	\$5,665,000
Available Budgeted DIF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral “B” to Cactus Avenue (Acct. No. 416.78526) .....	<u>\$80,000</u>
<b>Available and Proposed Expenditure Funds .....</b>	<b>\$5,745,000</b>

**ESTIMATED CONSTRUCTION RELATED COSTS:**

Design Support Services during Construction .....	\$161,000
Contractor Construction Costs (includes 20% contingency) .....	\$5,026,000
Construction Geotechnical Services .....	\$109,000
Construction Survey Services .....	\$129,000
Project Management and City Inspection .....	\$220,000
Administrative and Miscellaneous .....	<u>\$100,000</u>
<b>Total Estimated Construction Related Costs .....</b>	<b>\$5,745,000</b>

**ANTICIPATED SCHEDULE:**

Advertise / Bid / Award .....	April 2012 to June 2012
Construction .....	July 2012 to April 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 project will improve Perris Boulevard from Perris Valley Storm Drain Lateral “B” to Cactus Avenue, enhancing traffic circulation and increasing mobility. This project is primarily TUMF funded. Staff is requesting that City Council approve the Agreement with C.H.J. Incorporated for Professional Consultant Construction Geotechnical Services and approve the Agreement with Hunsaker & Associates for Professional Consultant Construction Survey Services so that these improvements can be constructed in a timely manner.

**ATTACHMENTS**

- Attachment "A" – Location Map
- Attachment "B" – Agreement for Professional Consultant Construction Geotechnical Services with C.H.J. Incorporated
- Attachment “C” – Agreement for Professional Consultant Construction Survey Services with Hunsaker & Associates

Prepared By:  
 Larry Gonzales  
 Senior Engineer, P.E.

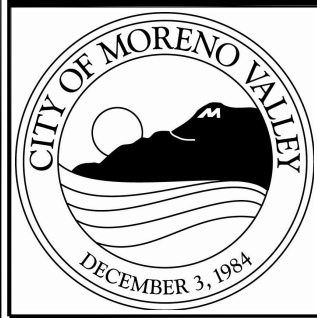
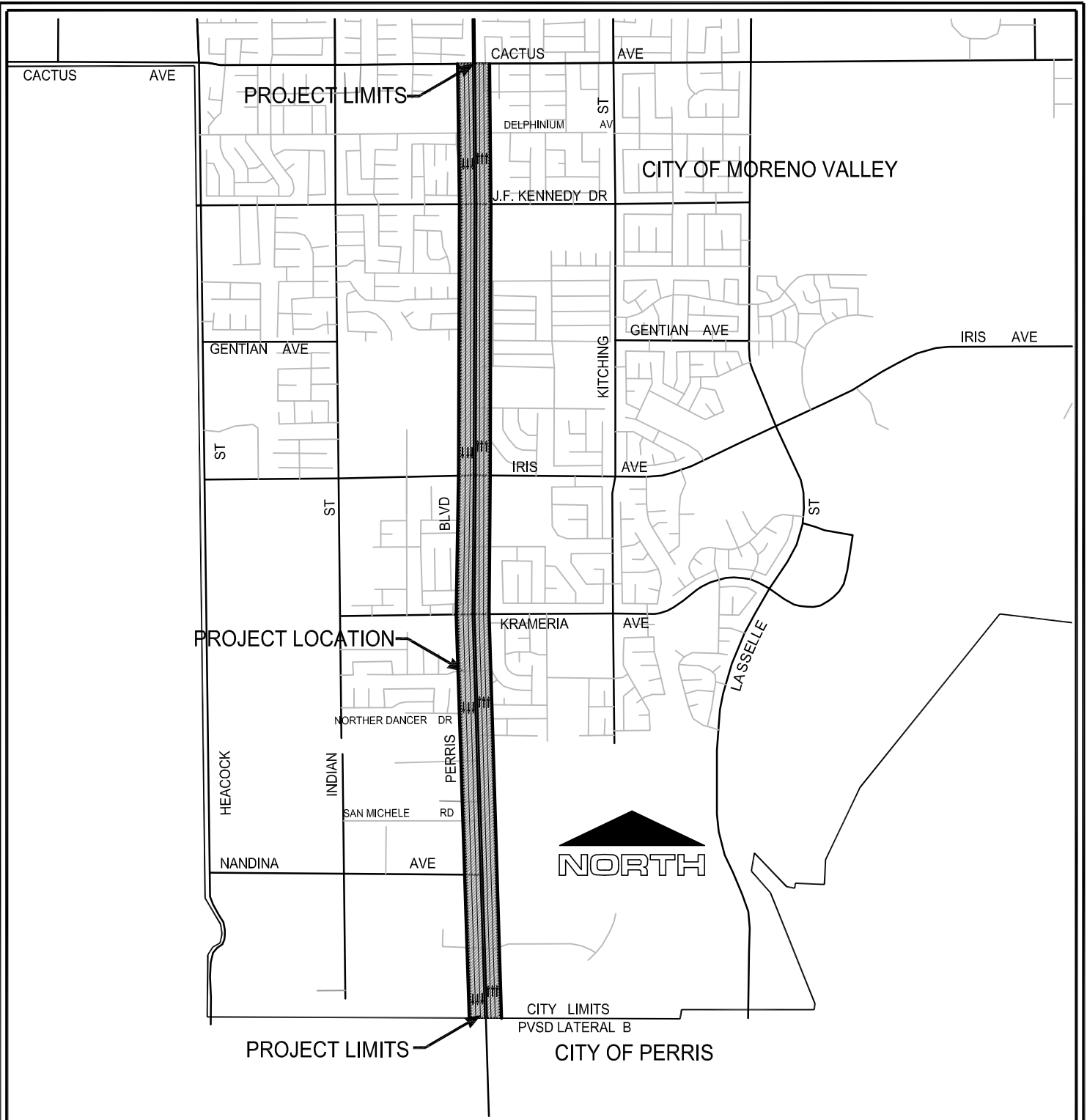
Department Head Approval:  
 Ahmad R. Ansari, P.E.  
 Public Works Director/City Engineer

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:

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Date: 26 Oct 09 - 10:22 am  
 File: W:\CapProj\CapProj\PROJECTS\Larry - 11-41570125 Perris Blvd. from PVSD Lateral B to Cactus Ave\Design Phase\Auto CAD\Perris Widening from Cactus to PVSD Lat B Location Map for RCTC.dwg  
 User: deepaks



<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	<h2>PERRIS BOULEVARD WIDENING FROM PVSD LATERAL "B" TO CACTUS AVE.</h2>
Scale: Not to scale	
ATTACHMENT "A"	

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**AGREEMENT FOR PROFESSIONAL  
CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES  
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - REGIONAL  
PROJECT NO. 11-41570125**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **C.H.J. Incorporated**, 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:

**ATTACHMENT "B"**

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

**DESCRIPTION OF PROJECT**

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

**Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue**

**Project No. 11-41507125**

**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 **\$108,716** 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, 2014** 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. 11-41570125**

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respects 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 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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

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 Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), and the Riverside County Transportation Commission (RCTC), 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 any person, including injury to the City's, CSD's, MVHA's, and RCTC'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, CSD, MVHA, and RCTC, their

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

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.

(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.

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

(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, CSD, MVHA, and RCTC 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 Community Services District, their officers, the Moreno Valley Housing Authority, and Riverside County Transportation Commission, their

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

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 Community Services District, the Moreno Valley Housing Authority, and Riverside County Transportation Commission, 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.

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

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 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



**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

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.

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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

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.

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.

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

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. 11-41570125**

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

City of Moreno Valley

**C.H.J. Incorporated**

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

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.

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$108,716.
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](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](mailto: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](mailto: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

### Exhibit "D"

incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](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.

**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)  
PROJECT NUMBER: 11-41570125  
FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

**I. INVITATION**

You are hereby invited to submit a Proposal for construction material testing and geotechnical services associated with the above referenced project.

Five (5) copies (one of the copies shall 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 [CD]) of your Proposal shall be submitted before **5:30 p.m., April 19, 2012** addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Larry Gonzales, Senior Engineer, P.E.

**II. GENERAL PROJECT DESCRIPTION**

Perris Boulevard is an existing partially improved north/south arterial street between the limits of Perris Valley Storm Drain Lateral "B" (Southerly City Limits) and Cactus Avenue in the City of Moreno Valley. The existing improvements, which vary in width, consist of a two-lane road with shoulders in some areas to other areas that are fully built out. This project is to widen and improve Perris Boulevard within the project limits to an arterial street standard with a curb-to-curb width of 86 feet (86') within a 110 feet (110') right of way. The proposed improvements will include curb, gutter, sidewalk, pavement, slurry seal, traffic signal modifications, minor storm drain and related facilities, streetlight relocations, utility relocations, signing and striping, and related road improvements. It is anticipated that Plans, Specifications, and technical reports will be ready for review the week of April 2, 2012. Plans, Specifications, and technical reports on CD may be obtained after that date in person, at City Hall, or by providing a Fed Ex account number to Liliana Alvarado or Barbara Hamilton by calling 951.413.3130. If it is determined that consultant interviews are necessary, the consultants will be notified by April 26, 2012 for an interview during the week of April 30, 2012.

**III. PROJECT BUDGET AND SCHEDULE**

This project is a Transportation Uniform Mitigation Fee (TUMF) Regional Arterial project and funding is budgeted at \$5.665 million. The project is anticipated to be advertised on April 11, 2012 and open bids in mid-May 2012. The project allows up to 165 working days, depending on the selection of up to six Alternate bid schedules, to complete the project.

The Tentative Schedule is as follows:

Possible Consultant Interviews: Week of April 30, 2012  
Anticipated Award of this Consultant Contract: May 22, 2012  
Anticipated Start of Construction: June 2012

**EXHIBIT "A"**



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**IV. SCOPE OF SERVICES**

The scope of work for this RFP includes **all reasonable and customary geotechnical observations, material submittal review s/approval, and testing items of work necessary and prudent per the construction scope of work identified in the project plans and specifications.** When the Specifications are available, the construction project Bid Schedule and the Project Specific Scope of Work may be located by referencing the Table of Contents.

Your proposal should include:

- A. Identification of the Project Manager, field technician(s), geologist, and other key personnel. 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.
- B. Identification of minimum number of hours for technician as well as travel time (if applicable). The City's preference is two (2) hours minimum with no travel time. Field hours are subject to verification/acknowledgement on a daily basis by the City's project inspector.
- C. Attendance at weekly project meetings, assuming thirty (30) meetings.
- D. Reasonable allowance for unforeseen work and re-tests.
- E. Identify how your firm would partner with the City to achieve efficiencies in your services for a successful and predictable project execution.
- F. Current Fee / Rate Schedule good through the end of the project. Field Technician's rate should include vehicle and common testing equipment. The rate schedule must list titles, names, roles, and hourly billing rates in rows. All extra work will require prior approval from the City.
- G. Testing and Reports specific to meet requirements of EMWD and RCFC&WCD for their facilities.
- H. **Scope, hours, and types of tests (w ithin the proposal) and fees (under separate cover) identified for each of the two Base Bids and six Alternate Bid Items. Anticipate and include any outside specialty testing.**
- I. 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. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration.
- J. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.**
- K. Elaborate and explain how the Consultant proposes to manage this fast-paced, multiple concurrent construction activities project efficiently with high standards of quality and service.

The City intends to select one firm through this RFP process. The selected Consultant will be required to have personnel available for assignment to this project who have

**REQUEST FOR PROPOSAL FOR  
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successfully provided professional services as it relates to all activities of public works construction. The selected Consultant shall provide material testing and geotechnical services with personnel trained and experienced in geotechnical work for the construction of public works improvements and particularly the types of construction required for this project. The minimum field personnel experience required includes ten (10) years of construction geotechnical work of increasingly complex public works projects. The selected Consultant firm must also have an in-house test lab and provide all equipment and supplies necessary to perform the geotechnical services for the construction of the improvements and support services necessary to complete the scope of work. It is expected that the selected Consultant to fulfill this contract will be able to provide qualified geotechnical personnel on an on-demand basis with 24-hour notice for construction material testing and geotechnical work for the duration of the construction project, and as needed for earthwork quantity determination services, preconstruction activities, and as necessary to close out the project.

In general, the proposed Consultant geotechnical service personnel shall have the necessary training, knowledge, and experience related to the standards of practice for construction work for the specific type of construction to be performed for this project. Additionally, the Consultant geotechnical service personnel must be familiar with the safe practices required when working around all types of construction equipment that will be utilized on this project, including equipment for roadway construction and grading and trench excavation. The Consultant geotechnical technician 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; the Standard Specifications for Public Works Construction (Greenbook); Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant geotechnical technician shall be able to interact professionally with contractors, engineers, inspectors, property owners, business owners, and the public at large; coordinate with other City personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant geotechnical technician and other personnel shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

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

The Consultant shall provide public works construction material testing and geotechnical services for this project to generally include, but not be limited to, the following:

***General and Office Activities:***

1. Review and thoroughly understand all contract documents, including construction drawings and specifications.
2. Participate in pre-construction meetings, field meetings, construction progress meetings, equal opportunity meetings, final walk-through meetings, as-built plan completion meetings, meetings with public utility agencies and other government agency representatives and other administrative meetings as necessary.

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3. Project Manager must communicate/coordinate with City PM/CM/RE on a daily/regular basis and determine the remaining project budget vs. remaining project work on a monthly basis.
4. Team up and assist the project inspector as directed and plan ahead for upcoming field activities.
5. Measure and report on Contractor's quantities of extra work when requested by City.
6. Assist in the negotiation of change orders as requested by City.
7. Provide labor compliance reports and certified payroll of the Consultant's field work.

***Field Activities:***

1. Coordinate with the Contractor, City personnel, various utility company and agency personnel, and other consultants on the job site as needed.
2. Geotechnical technician must team up and assist the project inspector as directed to maintain effective field control over the Contractor's activities and jointly plan ahead for upcoming field activities.
3. Coordinate ongoing construction geotechnical testing and observation as required, including reviewing and monitoring the Contractor's requests for re-testing.
4. Perform sampling and laboratory testing on emulsion aggregate Type II slurry materials in conformance with the specifications. Provide stockpile and material quality control inspection services to include, but are not limited to, emulsion cleanliness testing, residue evaporation testing, moisture and gradation testing, documenting weight of each slurry machine both when arriving and departing the stockpile location, and documenting the net weight aggregates in each slurry machine. Provide continuous monitoring of the Contractor's slurry seal field placement operations for conformity to the specifications, as well as calculating and verifying slurry seal yields for each day.
5. Keep daily field notes and take photographs of the field work. A daily (when on-site) report identifying work done by the geotechnical technician shall be submitted to the Project Inspector by the next business day for review and filing. Prepare and maintain a comprehensive project records file at the project site for project team's ready reference.
6. During the course of field work, if the Consultant geotechnical services personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the Engineer.

**V. CONSULTANT'S PROPOSAL AND COMPENSATION**

The Consultant's Proposal shall be no more than 30 pages for Construction Professional Consultant Material Testing and Geotechnical Services. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. 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 Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

- A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).
- B. **Approach and Management Plan:** This section provides the consultant team's

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proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have a significant role in the delivery of this project.

- C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed project manager's and (dual role) geotechnical technician's qualifications, track record and relevant experience.
- D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.
- F. **Quality Control and Assurance:** Discuss QA/QC proposed for this project.
- G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. 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.
3. 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."
4. 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 Request for Proposal for Professional Consultant Services.
5. A rate schedule *must* be submitted with the Proposal. The rate schedule

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must list titles, names, roles, and hourly billing rates in rows. 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 shall also be included. All extra work will require prior approval from the City. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.**

6. 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.**

7. A statement that all charges for Consultant 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.
8. 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.
9. 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.
10. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. 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.
12. 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.
13. 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.

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14. 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.
15. 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.
16. 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.

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

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procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

17. Complete "Disclosure of Lobbying Activities" (Form LLL – see attached).
18. Complete List of Subconsultants
19. Complete Proposer's List of Subconsultants (DBE and Non-DBE) - Parts I and II (see attached).

**VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES**

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.

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 (attached) with the Proposal.

**VIII. PAYMENT TO CONSULTANT**

- A. This work is to be performed for a "Not-to-Exceed Fee."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed and accepted by the City on a monthly basis.

The City shall make sole and final determination if work is complete and acceptable for payment.

- D. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- E. Reimbursement costs such as mileage, printing, telephone, photographs, postage

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and delivery, are to be included in the “Not-to-Exceed Fee.”

- F. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- G. The City will pay the Consultant for all acceptable services rendered in accordance with the “Agreement for Professional Consultant Services.”
- H. 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.
- I. The Consultant shall receive no compensation for any re-work necessary as a 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:

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.

- 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 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 Community Services District, the Moreno Valley Housing Authority, and the Riverside County Transportation Commission (RCTC), 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 Community Services District, , the Moreno Valley Housing Authority, and the



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Riverside County Transportation Commission (RCTC), 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, and the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), and the Riverside County Transportation Commission (RCTC), 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, and CSD, MVHA, and RCTC, 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, and the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), and the Riverside County Transportation Commission (RCTC), 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

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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, CSD, MVHA, and RCTC, 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, CSD's, MVHA, and RCTC 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, CSD, MVHA, and RCTC, 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 the said 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.

**REQUEST FOR PROPOSAL FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

**XIV. GENERAL CONDITIONS**

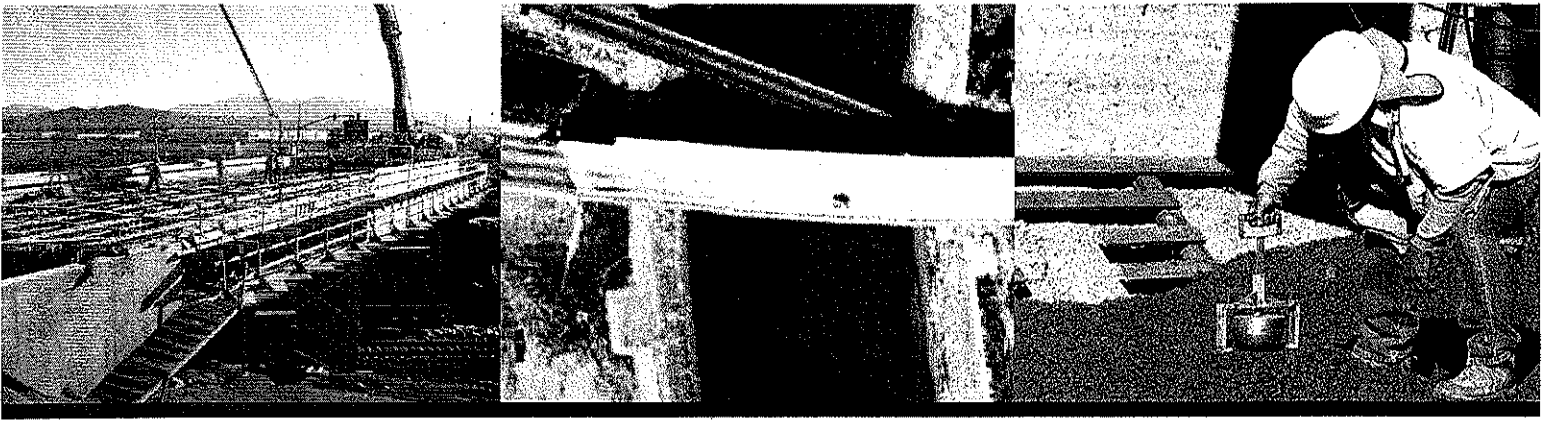
- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by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

- A. The following is the selection criteria for Professional Consultant Material Testing and Geotechnical Services:
1. 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/knowledge; and its ability to provide the required services in an efficient and expeditious manner.
  2. 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/Geotechnical Engineer, Geologist and (dual role) Geotechnical Technician(s).**
  3. 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, within budget that provides a cost efficient, timely and predictable execution of the project construction.



# Proposal

To Provide

**Professional Consultant Geotechnical Services**  
for Perris Boulevard Widening from Perris Valley Storm Drain Lateral  
"B" to Cactus Avenue (TUMF Regional Arterial)

Project No. 11-41570125

April 19, 2012



**Experience and Resources that City of Moreno Valley can Count On**  
C.H.J., Incorporated in association with AP Engineering & Testing, Inc.



**C.H.J.** Incorporated

**Item No. A.4**

EXHIBIT "B"  
-76-

# Proposal

*to provide*

## Professional Consultant Geotechnical Services

*for*

**Perris Blvd Widening from Perris Valley Storm Drain Lateral "B" to Cactus  
Avenue (TUMF Regional Arterial)  
Project No. 11-41570125**

*Provided to:*

**City of Moreno Valley**

Prepared by:



**C.H.J.** Incorporated

In Partnership with



AP Engineering & Testing, Inc.

**1355 E. Cooley Drive  
Colton, CA 92324  
Ph: 909-824-7210  
Fx: 909-824-7209  
www.chjinc.com**

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Appendix A: Required Forms

Appendix B: Resumes and Certifications

Fees – submitted separately

Fee Proposal

Resource Allocation Matrix

Schedule of Fees



# C.H.J. Incorporated

1355 E. Cooley Drive, Colton, CA 92324 ♦ Phone (909) 824-7210 ♦ Fax (909) 824-7209  
15345 Anacapa Road, Suite D, Victorville, CA 92392 ♦ Phone (760) 243-0506 ♦ Fax (760) 243-1225  
77-564A Country Club Drive, Suite 122, Palm Desert, CA 92211 ♦ Phone (760) 772-8234 ♦ Fax (909) 824-7209

April 19, 2012

Attention: Larry Gonzales, PE, Senior Engineer  
City of Moreno Valley  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, CA 92552

**Subject: PROPOSAL TO PROVIDE PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES FOR PERRIS BLVD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL), PROJECT NO. 11-41570125**

Dear Mr. Gonzales:

C.H.J., Incorporated, (CHJ) in partnership for this project with AP Engineering, would like to thank you for the opportunity to present our qualifications to you. We were recently awarded the "On-Call Professional Consultant Services – Materials Testing and Geotechnical" contract that we submitted in November 2011 to the City and look forward to working with the City of Moreno Valley for the subject contract also.

We have extensive experience providing geotechnical services for street widening, street improvements, and storm drain replacement projects and are proficient in Caltrans and Greenbook standards. These services have included, but are not limited to, geotechnical investigations, grading observation and compaction testing, materials testing and inspection, and asphalt concrete evaluation. We also perform Phase I and Phase II environmental services, concrete inspections, concrete cylinder casting and testing, and geotechnical and materials support.

We look forward to working with you and other City staff for this project and future ones. If you have any questions please contact this firm at your earliest convenience. Thank you.

Sincerely,

**C.H.J., Incorporated**



Mike Fossolos

Project Development Manager

## **Section 1: Project Understanding**

As detailed within the Plans and Specifications provided, the Widening of Perris Boulevard will entail new pavement, new storm drains, new catch basins, new sidewalks and drive approaches, as well as other improvements. It has been indicated within the specifications that the duration of the project, including alternates #1 - #6 will consist of 220 working days. As such, our proposal is based on the duration of the project and assumptions based on our experience with similar projects as to the time that will be required for our involvement.

We propose to conduct the geotechnical inspection and testing on a time-and-materials basis. To allow for continuous monitoring of the costs involved, we would request that daily time tickets for our geotechnical field services be signed by your on-site representatives. It is CHJ's typical procedure to provide the client's on-site representative with a copy of the field technician's written daily report at the end of each work day. Documentation of failed and retested areas will be included on each daily report. Specific test results are compiled on a cumulative summary sheet for the duration of the project. Final compaction reports, including summary sheets, plats, and laboratory results of off-site tests are reviewed and signed by a Professional Engineer and are provided at the conclusion of the project.

It is our understanding that our services will be required for compaction testing and grading observation of the earthwork, placement, testing of portland cement concrete (PCC) and asphalt concrete (AC) pavement and testing of aggregate base (AB).

### **Earthwork**

The earthwork portion of the project will consist of grading observation, sampling, compaction testing for site preparation, placement of embankment, structural fill and backfill, as well as moisture testing.

The required laboratory testing will include Modified Proctors (ASTM D 1557), and Sieve Analysis (ASTM D 422). As such, a senior technician/inspector specifically dedicated to the project will be necessary.

### **Portland Cement Concrete and Asphalt Concrete Pavement**

Assumed testing for PCC includes field slump testing, and casting for concrete cylinders and laboratory tests for compression. Testing of the AC may require max density determinations, gradations, and extractions.

### **General**

We propose to assign a senior field technician/inspector to the project for the duration, estimated at 220 working days. It is assumed that there will be times when our technician is not required and that the Technician will generally only be needed for partial days. As such, our proposal is based on the assumption that the technician will be required for 80 percent of the 220 days or 176 days for an average of 4 hours per day. The senior technician/inspector will be qualified to perform the required field testing and sampling for the soils, PCC and AC portions of the project and have all the necessary field testing equipment to perform those tests.



## **Section 2: Approach and Management Plan**

CHJ's overall project approach will be to provide Consultant Geotechnical Services for the duration of the subject project. The purpose of our services is to document that the materials utilized in construction comply with the project plans and specifications. CHJ's role will be as a cohesive extension of City's staff. Our personnel will report to, and work at the direction of, the City's representative.

### **Personnel and Staffing**

Our laboratories are equipped with up-to-date and certified testing equipment. Our technicians are fully certified and trained for every test and procedure needed for the City of Moreno Valley. They are equipped with a vehicle and mobile phone and all the equipment necessary to complete the tests required. All materials and soils testing will be performed at our laboratory located at 1355 East Cooley Drive, Colton, California, by our qualified technicians under the direction of a licensed Geotechnical or Geological engineer.

CHJ's materials testing services will be reviewed by Mr. Allen Evans, G.E. Allen has more than 30 years of experience managing geotechnical engineering and materials testing contracts and is a California licensed Civil and Geotechnical Engineer. We propose his involvement at 15 % availability.

Mr. Mike Foscolos will manage the field materials testing aspects of the project. Mike served in this role during construction of several city and county street improvement projects. As with these projects, Mike will attend and participate in all weekly construction meetings. We have found that this allows our firm to proactively identify and address staffing or technical issues pertaining to our services, in conjunction with the project team, as they arise. Costs for Mike's time are absorbed by our overhead; **the client is not charged for these services.** We propose his involvement for 25% availability.

We anticipate that at least one field technician will be required throughout the duration of project construction. Mr. Fernando Flores will be CHJ's lead technician for the duration of the project and will assist with day-to-day coordination of material testing requirements. Fernando will be assisted by other available certified technicians as required. CHJ has many certified materials testing technicians and can readily provide the personnel resources necessary to support the Perris Boulevard Widening project. We propose technician involvement at 100% availability.

Resumes of Mr. Evans, Mr. Foscolos, and Mr. Flores are included; as are resumes of other CHJ and AP Engineering technicians available to staff this project.

### **Construction Tasks**

**Soil and Aggregate Base Testing** – Field sampling and testing of soil, aggregate base, ballast and subballast materials will be performed during construction. Field tests will include density testing of fill, backfill, subgrade, ballast and subballast using a nuclear density gauge. Laboratory tests will include maximum density, R-value, gradation and sand equivalent. Abrasion and/or durability index tests may also be performed.

**Asphalt Concrete Testing** – Sampling and density testing will be performed during asphalt concrete paving. Batch plant inspection will be provided to evaluate conformance with project specifications. Laboratory testing of aggregate and completed mix samples will include sieve analysis, sand equivalent, asphalt content, and maximum density. Film stripping, CKS, swell, etc., may also be performed at the discretion of the Resident Engineer.

**Portland Cement Concrete Testing** – During concrete placement, concrete will be tested for temperature, penetration, air content, and unit weight. Concrete cylinders will be cast during placement for structures and transported to our laboratory for compressive strength testing. Concrete beams will be cast during concrete paving and transported to our laboratory for flexural strength testing. Concrete batch plant inspection and sampling will also be performed to evaluate the batched mix with project specifications. Laboratory testing of aggregate samples will include sieve analysis, sand equivalent, and cleanness value. Other aggregate quality tests, such as abrasion, durability index, and specific gravity, can also be performed at the discretion of the Resident Engineer and City Inspector.

**Technical Management and Project Coordination** – CHJ field supervisors routinely visit each construction site to verify that our personnel are performing their duties to the project requirements and project expectations, and are working safely. Our project manager will attend each weekly construction meeting, as discussed previously, to proactively identify staffing or technical issues as they arise. Our project manager, and other CHJ engineers and geologists, will be available to evaluate and resolve technical materials issues.

**Test Reporting** – Daily field testing reports will be prepared and delivered to the Resident Engineer, Structures Representative or other designated City representative, as appropriate. Typewritten laboratory test reports will be forward immediately upon completion of testing. Upon completion of the project, a final comprehensive bound test report can be prepared, if desired.

#### **Key Issues**

There are a number of key materials testing issues that are common to nearly every transportation construction project.

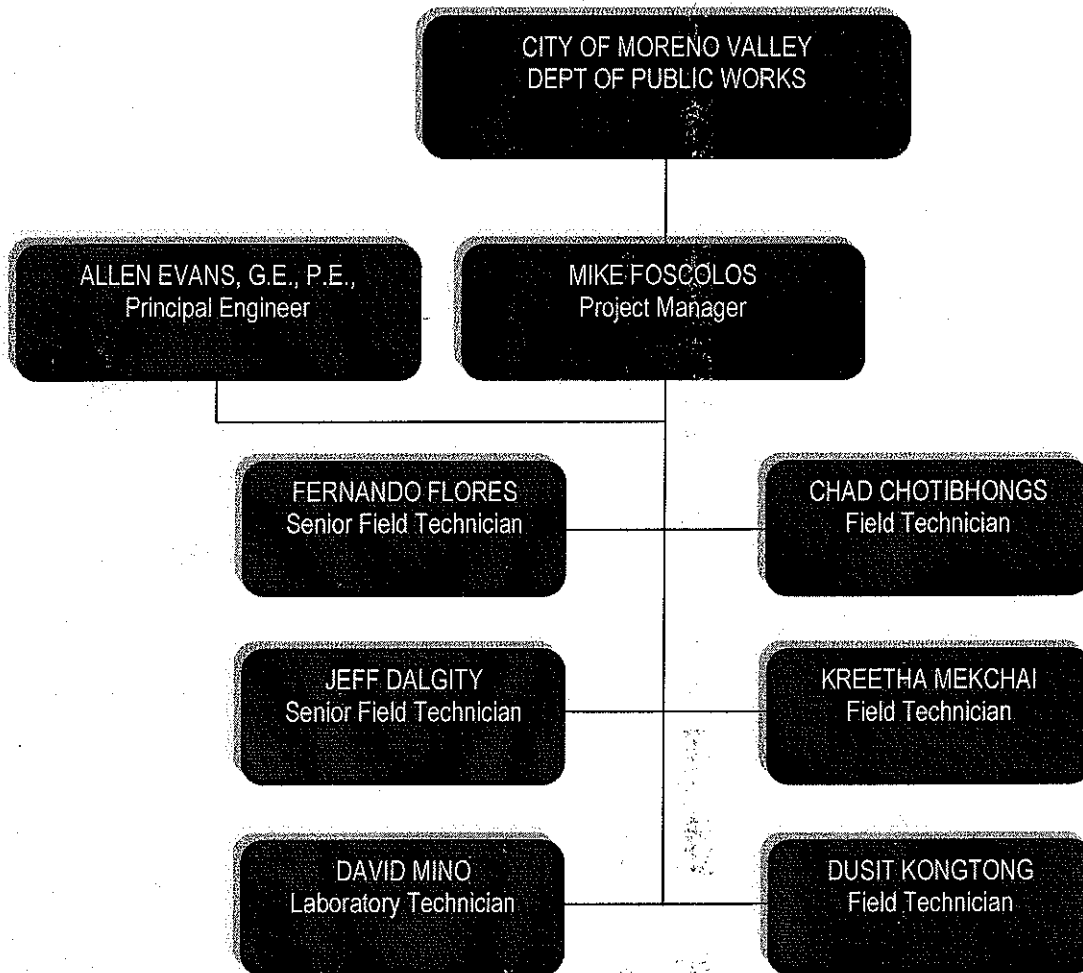
**Responsiveness** – We at CHJ understand the urgent nature of construction projects and the expense of idle construction equipment. The most important aspect of a material testing firm's service, after quality, is rapid response to material testing requests. Construction testing samples are given our highest laboratory priority and results on most types of material tests are available the following day. Additionally, since CHJ maintains one of the largest commercial laboratories in southern California, less than 20 miles from the Perris Boulevard Widening project site, we can easily respond to last-minute testing requests.

**Project Documentation** – We will compile the necessary project documentation, with respect to our materials testing services, to facilitate project closeout. Document control procedures will be implemented at the beginning of the project and will follow through to completion. Records and documentation will be kept as directed by City's project manager.

**Testing Frequencies** –The frequency of tests required in the project specifications to be performed on materials will be incorporated into our testing procedures. CHJ will be intimately familiar with the requirements of the project specifications and will coordinate with the City to ensure that minimum sampling and testing frequencies are adhered to.

**Multiple Technician Requirements During Peak Construction** – We anticipate that there will be periods during construction with accelerated staffing requirements, requiring multiple technicians. Typically multiple technicians are necessary during asphalt concrete and Portland cement concrete paving for field sampling and batch plant inspection. Multiple technicians may also be necessary to cover weekend and night work. With more than six certified technicians, CHJ can easily staff construction periods with multiple technician requirements.

**Organizational Chart**



### Section 3: Qualifications and Experience

**C.H.J., Incorporated** is a California Corporation organized under the laws of the State of California. The authority to operate as a commercial laboratory is derived from the association with a registered civil engineer also licensed under the laws of the State of California. Since 1964, CHJ has been providing geotechnical services to clients in the public and private sectors including:

- Geotechnical Engineering
- Soils and Materials Testing
- Construction Inspection
- Environmental Consulting
- Engineering Geology
- Laboratory Testing Services



#### CHJ Statistics

- Over 40 personnel in 3 offices
- Located in Colton, Victorville and Palm Desert
- AASHTO R18 Accredited by the AASHTO Accreditation Program
- Caltrans Qualified Laboratory
- Inspected by Cement and Concrete Reference Laboratory (CCRL)
- Accepted Laboratory (LEA) program, Department of the State Architect (DSA)
- Approved Testing Agency for the City of Los Angeles
- Office of Statewide Health Planning & Development (OSHPD)
- U.S. Army Corps of Engineers Certified

#### Availability and Response Time

CHJ is able to provide observation, field testing, and laboratory services 24 hours a day, if necessary. However, please note that any testing necessary to be performed after normal business hours would require advance notice to allow our Operations Manager to make the proper arrangements. CHJ is centrally located, and our technicians are able to provide quick response time to any project location.

#### Equipment

CHJ owns and operates a wide variety of field and laboratory-based equipment, enabling us to provide the best service to our clients. In addition, each of our field technicians operates a company vehicle equipped to provide soil/asphalt compaction testing and concrete sampling on a moment's notice.

#### Insurance

CHJ maintains insurance coverage which includes comprehensive general liability, personal injury, property damage insurance, general automobile liability insurance, workers' compensation insurance, as well as professional liability insurance.

## Service You Can Count On

CHJ is incorporated in the State of California and has three office locations. Our corporate office is located in Colton, California with a branch office and full laboratory in Victorville, California and another branch office in Palm Desert, California. CHJ has provided services on some of the largest and most complex projects in the area. We, as a company, understand the challenges that projects have during both the design and construction phases. Our company is committed to providing our valuable experience to your projects. We are an industry leader and maintain that status by emphasizing the quality of our personnel, our equipment, and the type of projects we provide services for. Every project is guaranteed our commitment to quality. Our clients can expect to be provided with the best possible service and the necessary equipment to do the job. Our experience and commitment to quality will be a distinct advantage to you and your projects. Our mission as a company is to provide reliable and accurate services in a timely manner. We are relentless about our core values and strive to exceed the expectations of our clients.

## Geotechnical Engineering

CHJ has performed thousands of geotechnical investigations, ranging from individual residential homes to large commercial developments. Subsurface investigations are performed by Staff Geologists who are supervised by Professional Geotechnical Engineers and Certified Engineering Geologists. Subsurface investigations are performed with the aid of a tractor-mounted backhoe or a truck-mounted drill rig. The soils encountered are classified and logged by a Staff Geologist. Soil samples are collected and returned to our office for laboratory testing and evaluation. This information is then reviewed by a Geotechnical Engineer and/or Engineering Geologist. A complete report which describes the geotechnical investigation in detail, including grading and foundation recommendations based on the subsurface investigation and laboratory testing, is completed by our Project Engineer and Engineering Geologist. CHJ can provide on-site laboratory services to facilitate the progress and accuracy of the geotechnical investigation and reduces the overall cost of the investigation.



Additional geotechnical investigations may be warranted based on the findings of the initial investigation. Further investigations may include slope stability calculations, drainage considerations, excavation potential of dense soils or bedrock, street structural section design recommendations, and percolation investigations. All aspects of geotechnical investigations will be provided in accordance with the current California Building Code.

## Soil Testing

During construction, CHJ performs construction observation and compaction testing for earthwork and construction projects. Our experienced technicians are directed by our Geotechnical Engineers and Engineering Geologists.



Our construction project experience includes deep foundation systems and large retaining walls, as well as earthwork projects involving mass grading, and deep fills. We have also performed special evaluations concerning landslide and structural distress issues.

CHJ currently has 25 field and lab technicians who are trained and experienced in all levels of soil testing, asphalt concrete testing, laboratory testing and grading observation. In addition, the field technicians are equipped with the proper equipment to accurately expedite the project. This equipment includes nuclear gauges for quick and accurate compaction test results of soils and asphalt concrete, moisture determination speedy tester, and a variety of equipment necessary to perform the test required for a specific project.

### Laboratory Testing Services

CHJ's testing laboratories enjoy the reputation of being one of the leading materials and soils laboratories in Southern California. The laboratory's 46 year track record of "Service to our Clients" and technical excellence makes it the testing laboratory of choice for many contractors, material producers, and project owners throughout Southern California. Our laboratory can perform testing of the full range of construction materials and soils. These capabilities include rock products such as aggregates and base materials, concrete, masonry materials and reinforcing steel.



Our 400,000-pound capacity Baldwin testing machine is one of the largest in the area and is capable of testing large reinforcing bars and masonry prisms. The soil mechanics laboratory can perform numerous testing services including, but not limited to, sieve analysis, optimum moisture – maximum density, consolidations, direct shear, and R-value tests. Asphalt concrete can be tested for asphalt content, aggregate gradation, and stability, as well as other qualities. We also test built-up roofing, spray-applied fireproofing, welds, bolts, and other construction related materials.



All tests are performed by qualified and experienced technicians. The Laboratory Supervisor and several of our technicians have been with CHJ for over 20 years. All testing is overseen and reviewed by Professional Engineers.

Our laboratories meet the requirements of ASTM E 329 "Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction" and is regularly examined by the Cement and Concrete Reference Laboratory of the National Institute for Standards and Testing. Our laboratory is also approved by the State of California, Caltrans, LEA No. 62, and the City of Los Angeles.

#### Certified Full Service Laboratory

- Aggregates and Base Material
- Masonry Materials
- Sieve Analyses
- Consolidation
- R-Value Tests
- Welds, Bolts, and Other Construction Related Materials
- Built-up Roofing
- Concrete
- Reinforcing Steel
- Optimum Moisture – Maximum Density
- Direct Shear
- Spray-Applied Fireproofing
- Asphalt Content, Aggregate Gradation, and Stability
- Expansion Testing



American Concrete Institute®



**CCRL**  
Cement and Concrete  
Reference Laboratory

CCRL Calibration Standards



**C.H.J.** Incorporated

### **AP Engineering & Testing, Inc. – 15 Years of Service**

AP Engineering and Testing, Inc. will provide field testing and laboratory services on an as needed basis to augment our field and lab staff so we can provide faster response times for the project and the City of Moreno Valley.

AP Engineering and Testing, Inc. is a geotechnical engineering and testing firm. Their office is located at 2607 Pomona Boulevard, in the city of Pomona, Los Angeles County, California. They provide a full range of geotechnical testing services to our commercial, residential and governmental clients. The company started its operation in 1996. Since then they have completed testing programs for a number of major projects in commercial buildings, transportation corridors, street widening and rehabilitation, recreational lake, and landfills. They are certified by Caltrans and the City of Los Angeles as their approved laboratory agency, and are certified as a Disadvantage/Minority Business Enterprise (DBE/MBE) under the CUCP.

Their geotechnical laboratory is equipped with a full range of testing equipment ranging from basic classification test apparatus to sophisticated equipment such as triaxial test apparatus. All of our equipment conform to ASTM standards and are calibrated regularly for accuracy and conformance. The following tests are performed on a regular basis.

- All index property tests including bulk density, moisture content, grain size analyses (sieve and hydrometer), Atterberg Limits, specific gravity, intrinsic porosity, expansion index, soil classification, sand equivalent, and others.
- Compaction tests (ASTM D 1557 or D 698), R-value and Caltrans 216 compaction.
- Consolidation test (ASTM D 2435).
- Strength testing including direct shear (ASTM D 3080), unconfined compression (ASTM D 2938), and triaxial compression tests; UU (ASTM D 2850), CU with pore pressure measurement (ASTM D 4767).
- Flexible wall permeability test (ASTM D 5084) and constant head permeability test (ASTM D 2434) tests.
- Soil Corrosivity including pH, resistivity, sulfate and chloride using Caltrans methods.

All tests are performed in accordance with conventional, industry-standard test procedures and practices, such as ASTM, Caltrans Test Method, and Corps of Engineers.

For many years, they have provided laboratory testing services for a number of Caltrans projects. Currently, they have a contract to provide a laboratory testing service for I-405 Sepulveda Pass HOV Lane, Foothill Corridor South, Eastern Transportation Corridor, I-405/SR-55 Interchange, SR-22 HOV Design Build. Other recent Caltrans related projects include laboratory testing for I-5/I-805 drilling, Gerald Desmond Bridge, La Loma Road Bridge, Caltrans TMC Design, SR 71/Mission, and many more.



## Projects

### Potrero Boulevard Interchange, Beaumont, California

CHJ prepared the Geotechnical Design Report (GDR), the Materials Report, and Bridge Foundation reports for this project. The City of Beaumont planned to construct a new interchange on State Route 60 (SR 60) at Potrero Boulevard. The limits of the project extend from the Jackrabbit Trail to the Interstate 10 / SR 60 freeway-to-freeway interchange, a distance of approximately 2.5 miles. The first phase of the project will involve construction a two-lane bridge overcrossing and improving Potrero Boulevard from approximately 1,350 feet north of SR 60 to approximately 1,225 feet south of SR 60. Phase 2 will include widening the bridge overcrossing, constructing eastbound and westbound on and off ramps, and realigning the Western Knolls Avenue frontage road.



The project will also necessitate widening the existing San Timoteo Creek Bridge. We also completed a Fault Hazard Investigation for the project. Three faults associated with the Beaumont Plain fault zone were mapped crossing the eastern portion the project alignment. Earthquake fault trenching was performed to evaluate the presence of the fault and age of activity. Our Fault Hazard Investigation report was reviewed and approved by Caltrans.

Urban Logic Consultants  
Mr. Kishen Prathivadi  
43517 Ridge Park Drive, Suite 200  
Temecula, CA 92590  
951-676-1944

### On-call Services for the City of Rialto, Rialto, California

CHJ recently had a contract with the City of Rialto for On-call Services. This contract was for 2008 through 2011 and encompasses all public works projects and city improvement projects. These projects have consisted of parking lots, building remodels, debris containment facilities, pavement projects, street widening projects, and waterline replacements to date.

### Street Resurfacing Project, Rialto, California

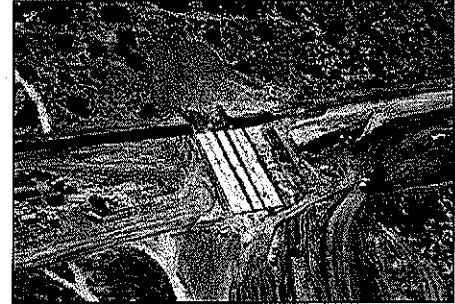
CHJ conducted observation and testing of the placement of approximately 27,200 lineal feet of emulsion slurry. Our technician recorded the amount of materials utilized, areas slurred, and application rate with general observation of the equipment and application of the slurry performed throughout the day. The laboratory testing included asphalt content, sieve analysis, and sand equivalent testing.

City of Rialto  
Mr. Jaime Cruz  
150 S. Palm Avenue  
Rialto, CA 92376  
909-820-2530



**Ranchero Road Grade Separation, Hesperia, California**

CHJ performed grading observation, compaction testing and materials testing services for this long awaited City of Hesperia project. The project consisted of a new railway bridge and roadway undercrossing to improve traffic flow, emergency response time, and to relieve congestion on Main Street. The project also included 7,490 feet of Ranchero Road realignment and improvements for the new 4-lane roadway. The improvements included utility relocations, pavement removal, roadway reconstruction, storm drain placement, and other various improvements.



**City-Wide Street Improvements, Hesperia, California**

CHJ provided grading observation, compaction testing, materials testing and inspection services for this city-wide street improvements project for fiscal year 2011/2012. The project consisted of 112,000 lineal feet (lf) of roadway requiring asphalt grinding, recompaction, removal, and asphalt concrete (AC) paving.

City of Hesperia  
9700 7<sup>th</sup> Street  
Hesperia, CA 92808  
Mr. David Burkett  
760.947.1202

**Corwin Road improvements, Apple Valley, California**

CHJ performed compaction and materials testing for the Corwin Road Improvements for the Town of Apple Valley. The project consisted of a pavement investigation which included the following: Cutting of nine 8-inch diameter cores within Corwin Road at selected locations, Measuring the thickness of the AC at each core location, Sampling of the subgrade soils for laboratory evaluation, Laboratory testing, including sieve analysis and sand equivalent tests on each soil sample, R-value testing of two representative samples, and an Evaluation of the laboratory data to develop site-specific recommendations for AC pavement structural section designs.

**Various Road Improvements, Apple Valley, California**

CHJ conducted compaction testing, laboratory testing, and batch plant inspection associated with the subgrade, finish grade, asphalt concrete placement, and investigations for street improvements throughout the Town of Apple Valley. The projects included Navajo Road Improvements Project, Town-wide Overlay Project on Various Streets, Symeron Road improvements, and Hwy 18 Apple Valley Road Improvements.

Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA 92307  
Mr. Brett Morgan  
760-240-7000

## **AP Engineering's Projects**

### **I-405 Sepulveda Pass HOV Lane 2009-Present**

Provided laboratory testing services for the design-build of I-405 Sepulveda Pass HOV Lane in Los Angeles, California. The test program included moisture density, %passing No. 200 sieve, sieve and hydrometer analyses, Atterberg Limits, direct shear, consolidation, compaction, expansion index, triaxial tests and corrosion suites. Test procedures used were ASTM and Caltrans Test Methods.

MTA

Sub to Kleinfelder Attn. Larry Perko  
949-727-4466

### **Foothill Transportation Corridor South 2007-Present**

Provided laboratory testing services for the design-build of the Foothill Transportation Corridor South in south Orange County California. The test program included moisture density, %passing No. 200 sieve, sieve and hydrometer analyses, Atterberg Limits, direct shear, consolidation, compaction, expansion index, and corrosion suites. Test procedures used were ASTM and Caltrans Test Methods.

FTC

Sub to Kleinfelder Attn. Eric Pond  
949-727-4466

### **Schuyler Heim Bridge Replacement 2010-Present**

Provided laboratory testing services for the design of bridge replacement across a channel in the Port of Long Beach. Numerous laboratory tests were performed including moisture density, %passing No. 200 sieve, sieve and hydrometer analyses, Atterberg Limits, direct shear, consolidation, compaction, expansion index, triaxial tests and corrosion suites. Test procedures used were ASTM and Caltrans Test Methods. Due to fill placement, deep soil mixing technique with cement was proposed. A number of soil-cement testing was conducted for design of this ground improvement to reduce the amount of settlement.

Caltrans/POLB

Sub to EMI, Attn. Arul  
714-751-3826

## **Section 4: Staffing Plan**

By maintaining a full professional staff, we are able to provide our clients with depth and additional support when required so that the need for our services at a specific time is satisfied and the flow and momentum on a construction project is not interrupted.

### **Mr. Mike Foscolos**

Mr. Foscolos is the Project Development Manager and will serve as **Project Manager** for this contract. He has 24 years of professional experience with CHJ. He is responsible for project management, project coordination, project development and procurement, cost estimating, and client relations. In addition, he manages project budgets, attends pre-bid and pre-construction meetings and attends ongoing construction meetings.

### **Mr. Allen D. Evans, P.E.**

Mr. Evans is Vice President and will be serving as **Project Engineer** for this project. He is a State of California Registered Civil Engineer, as well as a Registered Geotechnical Engineer. Mr. Evans has 30 years of experience and has managed geotechnical engineering, environmental assessment and materials testing and inspections contracts for municipalities and other government agencies.

### **Mr. Fernando Flores**

Mr. Flores is a **Senior Field Technician** and has more than 19 years of experience. He is responsible for performing field compaction testing, concrete tests and various soils tests. Perform laboratory soils and materials testing.

### **Mr. Jeff Dalgity**

Mr. Dalgity is a **Field Technician** and has 8 years of experience performing field compaction testing, concrete tests and various soils tests. He also performs laboratory soils and materials testing. Mr. Dalgity holds certifications for: Caltrans; Concrete Testing Methods 125, and 231.

### **Mr. David Mino**

Mr. Mino is a **Senior Laboratory Technician** and has more than 30 years of professional experience. He is a senior field geologist in charge of conducting field observations and testing such as grading observation and compaction testing, hillside keying and benching, concrete and asphalt coring, concrete and asphalt inspection, casting cylinders and beams, slump tests, air entrainment tests, unit weight, and environmental sampling.

### **Chad Chotibhongs**

Mr. Chotibhongs is a **Field Technician/Plant Inspector** and has more than 12 years of experience. He is responsible for performing field compaction testing, concrete tests and various soils tests. Perform laboratory soils and materials testing.

### **Kreetha Mekchai**

Mr. Mekchai is a **Field Technician** and has 11 years of experience. He is responsible for performing field compaction testing, concrete tests and various soils tests. Perform laboratory soils and materials testing.

### **Dusit Kongtong**

Mr. Kongtong is a **Field Technician/Plant Inspector** and 10 years of experience. He is responsible for performing field compaction testing, concrete tests and various soils tests. Perform laboratory soils and materials testing.

## **Section 5: Work Plan and Schedule**

### **Work Plan**

#### *Budget/ Cost Control*

CHJ aggressively monitors our project costs and tracks those costs against authorized project budgets as requested in the RFP. Prior to commencement of our services, a task specific cost proposal has been prepared. We are careful to avoid performing out-of-scope services on any project without the client's knowledge and without prior authorization.

For this project our construction related services are nearly always performed on a time and materials basis. During project construction, our costs will be tracked against the authorized budget. Cost summaries and statement-of-work summaries can be included with each monthly invoice. City of Moreno Valley will be notified immediately if (1) we are requested to provide any out-of-scope service that may impact our budget and (2) when our total fee reaches 75 percent of the project budget. We have found that attendance at weekly construction meetings by our assistant project manager, **at no cost to our client**, significantly improves project communication and allows us to identify issues early that may affect our budget, resulting in significantly fewer change orders.

#### *Safety*

CHJ has an established, effective Health and Safety Plan. Safety is an important part of CHJ's culture. Our technicians, inspectors and other field personnel attend monthly in-house safety meetings. They also participate in the contractor's weekly tailgate site safety meetings. Our field supervisors also review safety with our personnel during their periodic site visits. Any issues of concern are immediately addressed and lessons learned are discussed and reviewed in our monthly meetings.

#### **Schedule**

CHJ's project schedule is the City of Moreno Valley's project schedule. CHJ does not control the project schedule. However, we assure the City that our technicians, inspectors, and deliverables will be on-time and never delay the project schedule.

## **Section 6: Quality Control and Assurance**

Intertwined with our overall project approach, CHJ maintains an effective, comprehensive quality control (QC) system to help ensure that our testing is performed in accordance with accepted standards and that our testing personnel have the necessary training and experience to carry out their assigned duties. The CHJ QC system is comprised of the following:

### *Laboratory accreditation*

CHJ is accredited by a number of independent programs and agencies. The most rigorous accreditation programs are those administered by the Cement and Concrete Reference Laboratory (CCRL), the AASHTO Materials Reference Laboratory (ARML) and Caltrans. The CCRL and ARML programs are both administered under the auspices of the National Institute of Science and Technology. All three accreditation programs include on-site laboratory inspection and participation in laboratory sample reference programs.

### *Training*

CHJ employees are actively encouraged to attain continued education and training in their specific areas of expertise. This training consists of informal on-the-job training as well as participation in formal training and continuing education programs. Prior to project assignment, personnel qualifications are reviewed to ensure that the assigned personnel have the appropriate training and experience for the specific project requirements. For CHJ laboratory and field technicians, the most comprehensive training and certification programs that we participate in are administered by Caltrans and the American Concrete Institute (ACI). Nearly all of our laboratory and field technicians maintain current Caltrans and ACI certification.

### *Engineering Review*

The results of all laboratory and field tests performed are reviewed by registered engineers for accuracy. In addition, CHJ engineers routinely review specific project testing requirements with our laboratory and field personnel, as well as our clients, to ensure that the testing performed is consistent with project requirements.

## Section 7: Additional Relevant Information

### Boilerplate Statements

CHJ Proposes to use AP Engineering (DBE/UDBE) for 7 percent of the services involved with the subject project.

1. The complete RFP from the City of Moreno Valley for the subject contract will be incorporated as part of CHJ's proposal.
2. The subject RFP and CHJ's proposal will together become part of the Agreement for Professional Consultant Services for this contract when the agreement is fully executed by CHJ and the Mayor or City Manager of Moreno Valley.
3. CHJ's services and fees will be performed and charged in accordance with the City's RFP except otherwise specified in our proposal in *Section 8: Additions or Exceptions to the City's Request for Proposal.*
4. CHJ's hourly rate schedule or "Schedule of Fees" is part of this proposal and will be used in invoicing for progress payments and for extra work incurred that is not part of this RFP.
5. CHJ acknowledges and understands that we will not be allowed to change the subconsultant without written permission from the City.
6. All charges for CHJ's services for this contract will be a "Not-to-Exceed Fee."
7. CHJ will document and provide the results of the work to the City's satisfaction.
8. CHJ will immediately document and notify the City of Moreno Valley of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
9. CHJ will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
10. All federal laws and regulation shall be adhered to notwithstanding any state or local laws and regulations.
11. CHJ 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 records shall be retained for at least three years.
12. CHJ shall comply with the Davis-Bacon Fair Labor Standards Act and the implementation regulations issued pursuant thereto, 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.
13. CHJ shall comply with the Copeland Anti-Kickback Act and the implementation regulation issued pursuant thereto, and any amendments thereof.
14. CHJ 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 or the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to the public works or the subcontract.

**Section 8: Additions or Exceptions to the City's Request for Proposal**

CHJ has no Additions or Exceptions to the City's Request for Proposal.



## **Appendix A: Required Forms**





## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract <input checked="" 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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input checked="" type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee C.H.J., Incorporated      Tier _____ if known 1355 E. Cooley Drive Colton, CA 92324 Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</b>  <p style="text-align: center;">N/A</p> Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>  <p style="text-align: center;">N/A</p>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  <p style="text-align: center;">N/A</p>	<b>9. Award Amount, if known:</b>  <p style="text-align: center;">\$                      N/A</p>	
<b>10. Name and Address of Lobbying Entity</b> <i>(If individual, last name, first name, MI):</i>  <p style="text-align: center;">N/A</p>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i>  <p style="text-align: center;">N/A</p>	
<b>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.</b>		
<b>Federal Use Only:</b>		Signature: <u>Allen D. Evans</u> Print Name: Allen D. Evans Title: Vice President Telephone No.: 909.824.7210      Date: April 19, 2012
Standard Form LLL Rev. 06-04-90 W:\CapProj\CapProj\BOILER\Consultant\RFP-Letter-Attachment\Boiler RFP_DBE\RFP Attachment-Form LLL-DBE.doc		Authorized for Local Reproduction: Standard Form - LLL (Rev. 7-97)

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(Federal Fiscal Year \_\_\_\_\_ to \_\_\_\_\_)

I, hereby certify on behalf  
(Name and title of Grantee official)

of The City of Moreno Valley, that  
(Name of Grantee)

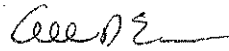
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 17TH of APRIL, 2012.



By:

(Signature of authorized official)

VICE PRESIDENT

(Title of authorized official)

**ACKNOWLEDGMENT**

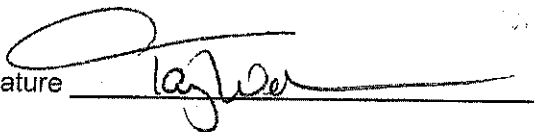
State of California  
County of San Bernardino

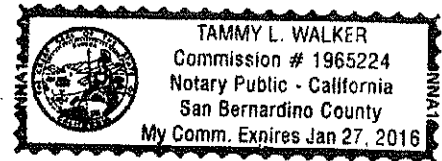
On April 19, 2012 before me, Tammy L. Walker, Notary Public,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



## LIST OF SUBCONSULTANTS

PROJECT NAME: Professional Consultant Geotechnical Services for Perris Blvd Widening

PROJECT NO: 11-41570125

CONSULTANT NAME: C.H.J., Incorporated

NAME AP Engineering and Testing	DESCRIPTION OF SUBCONSULTANT'S WORK:  Materials Testing
TELEPHONE 909.869.6316	
ADDRESS 2607 Pomona Boulevard	
CITY, STATE ZIP Pomona, CA 91768-3269	

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.

**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 AP Engineering & Testing	Phone 909.869-6316	<input checked="" type="checkbox"/> < \$1 million	Materials Testing	<input checked="" type="checkbox"/> YES
Address 2607 Pomona Blvd	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Pomona, CA 91768-3269		<input type="checkbox"/> < \$10 million		If YES list DBE #: 33877
Name	Phone	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
Address	Fax	<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES
City State ZIP		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> NO
Name	Phone	<input type="checkbox"/> < \$5 million		If YES list DBE #:
Address	Fax	<input type="checkbox"/> < \$10 million		Age of Firm (Yrs.)
City State ZIP		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES
Name	Phone	<input type="checkbox"/> > \$15 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$1 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$5 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> > \$15 million		If YES list DBE #:
Name	Phone	<input type="checkbox"/> < \$1 million		Age of Firm (Yrs.)
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES
City State ZIP		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> NO
Name	Phone	<input type="checkbox"/> < \$15 million		If YES list DBE #:
Address	Fax	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
City State ZIP				

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 N/A		Phone N/A	<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

**Appendix B: Resumes and Certifications**



## MIKE FOSCOLOS

Project Manager

Mr. Foscolos is the Project Development and Marketing Manager and has 24 years of professional experience with CHJ. He is responsible for project management, project coordination, project development and procurement, cost estimating, and client relations. In addition, he manages project budgets, attends pre-bid and pre-construction meetings and attends ongoing construction meetings.

### Experience:

#### ***Columbia Avenue Overpass at BNSF Railroad, Riverside, California***

Mr. Foscolos served as Project Manager for this Overpass for which CHJ conducted compaction testing, soil sampling, and materials testing associated with the subgrade, finish grade, asphalt concrete placement, concrete, and aggregate base for Southstar Engineering on the Columbia Avenue Overpass at BNSF Railroad. Mike attended all the meetings, expedited requests for additional testing and inspection services, and managed the budget for this project.

#### ***Magnolia Avenue Grade Separation, Riverside, California***

Mr. Foscolos provided Project Management services for this project including attendance at all ongoing project and pre-construction meetings. CHJ worked in cooperation with Southstar Engineering & Consulting on the Magnolia Avenue Grade Separation. The project consists of an underpass to bypass the Union Pacific Rail Road in order to reduce traffic congestion. CHJ's services included compaction testing, soil sampling, and materials testing associated with the subgrade, finish grade, asphalt concrete placement, and concrete for the City of Riverside.

#### ***Passions Blvd Undercrossing, Pico Rivera, California***

Project Manager for this project for which CHJ is providing field materials sampling and testing, laboratory materials testing, batch plant inspection, compaction testing, and grading observation for SANBAG. CHJ also provided the Environmental Site Assessment. Other aspects of the project include LA County sewer line realignment. The project consisted of construction of a bridge over the BNSF railroad that crosses Passons Boulevard to reduce traffic congestion due to trains that block the street at the rail crossing. The new bridge, also referred to as an undercrossing, provided two travel lanes, a bicycle lane and a sidewalk in each direction, plus a center turn lane.

#### ***Mojave Corporate Yard, Hesperia, California***

Mr. Foscolos served as project manager for this project. This project included grading observation and compaction testing for the office building, warehouse addition, garage, and an area of buried trash encountered northeast of the garage in the City of Hesperia.

#### **Registration:**

Caltrans Certified  
ACI  
Nuclear Density Gauge  
Certified 40 Hours of OSHA  
Hazardous Waste  
Operations and Emergency  
Response

#### **Education:**

Daytona Beach College,  
Daytona Beach, FL  
AS, Business - 1982

#### **Professional Affiliations**

Member - American Public  
Works Association (APWA)

Member - Women's  
Transportation Seminar

Member - Business  
Development Association  
of the Inland Empire  
(BDAIE)

#### **Years with CHJ**

24



**CHJ** Incorporated



***Various Projects throughout Victorville, City of Victorville, California***

As project manager, Mr. Foscolos has established an ongoing contract with the City of Victorville to provide such services as geotechnical investigations, construction materials special inspection, observation and compaction testing services on numerous projects throughout the high desert. Projects have included, a compaction report on the curb and gutter and driveway finish grade tests on Topaz Road, Sycamore Street and Bear Valley Road Improvements; compaction testing and sampling on the Highway 395 Waterline Project; compaction testing and sampling on the AFG Glass Plant Street Improvements, laboratory testing on Adelanto Road and Colusa Road which included sieve analyses, sand equivalent and R-value testing; and compaction testing of the water line trench subgrade, back fill and finish grade tests on Mariposa Road between Ottawa Street and Talpa Street, to name a few.

***State Street/University Parkway Grade Separation, San Bernardino, California***

Mr. Foscolos served as project manager for the construction support services for the State Street/University Parkway grade separation in the city of San Bernardino. The project consisted of the widening of State Street and the construction of a new bridge that will allow traffic to pass over the pre-existing railroad tracks. The bridge will replace the current road and will help free up current gridlock. CHJ performed compaction testing of soils field materials sampling and testing, laboratory materials testing, and batch plant inspection.

***Interstate 215 From Mill Street to the 210 Freeway, San Bernardino, California***

Mr. Foscolos served as Project Manager for this project. CHJ, as part of the SANBAG construction support team, is currently performing sampling and testing for the construction materials for the widening of the I-215 from Mill Street to the 210 freeway. This testing includes concrete and steel compression strength testing, coring, and flexural strength testing of sawed PCC pavement beams. Our services are still in progress at this time.

***Interstate 215 / 5th Street Bridge and Segments 1 and 2, San Bernardino, California***

Mr. Foscolos served as Project Manager for this project. CHJ sampled and tested the construction materials including the bridge abutment and bent foundations, retaining walls, sound walls, drainage structures, embankments, and roadway materials. Services for these projects include field sampling and testing, batch plant inspection and sampling, and laboratory testing of construction materials, including subgrade soils, structure and embankment fill, aggregates, base materials, Portland cement concrete, and asphalt concrete materials.



**ALLEN EVANS, G.E., P.E.**

Principal Engineer

Mr. Evans has 30 years of experience with geotechnical engineering and construction management projects. His experience includes a wide variety of public and private facility projects: commercial/industrial developments; residential developments; water supply and treatment facilities; landfills; airports and roadways. Responsibilities vary from scoping, performing field and laboratory investigations, to engineering analysis and report preparation. He oversees laboratory materials testing of soils, concrete and asphalt, and field activities including materials sampling, foundation investigations, testing, and inspection. He is experienced with the design of pavements, sampling, and field testing with Caltrans specifications. He is also familiar with construction practices for large-scale grading and infrastructure design and improvement projects.

**Experience:**

***Potrero Boulevard Interchange, Beaumont, CA (2011)***

Mr. Evans served as Project Manager and Geotechnical Engineer of Record for the Geotechnical Design Report (GDR), the Materials Report, and Bridge Foundation reports for this project. The City of Beaumont is constructing a new interchange on State Route 60 (SR 60) at Potrero Boulevard. The limits of the project extend from the Jackrabbit Trail to the Interstate 10 / SR 60 freeway-to-freeway interchange, a distance of approximately 2.5 miles. The first phase of the project will involve construction of a two-lane bridge overcrossing and improving Potrero Boulevard from approximately 1,350 feet north of SR 60 to approximately 1,225 feet south of SR 60. Phase 2 will include widening the bridge overcrossing, constructing eastbound and westbound on and off ramps, and realigning the Western Knolls Avenue frontage road. The project will necessitate widening the existing San Timoteo Creek Bridge. A Fault Hazard Investigation was also completed by this firm.

***Interstate 215, Segment 1, San Bernardino, CA (2005)***

Mr. Evans served as Geotechnical Engineer with responsible charge of Geotechnical Design Report for Interstate 215, Segment 1 in San Bernardino. The project included widening and realignment of 1 mile of existing freeway to accommodate the addition of HOV and mixed-flow lanes with an ultimate 10-lane configuration.

***BNSF Third Main Line, San Gabriel River Crossing, Santa Fe Springs, CA (2011)***

Mr. Evans is the Geotechnical Engineer and Project Manager for BNSF Third Main Line San Gabriel River Crossing. To accommodate the additional line, the existing bridge over the San Gabriel River required widening. Modification of Bents 6 and 7 of the Slauson Avenue Overcrossing was also necessary. The project is currently under construction and Mr. Evans is providing periodic consultation during foundation construction.

**Registration:**

Registered Civil Engineer:  
RCE 38104 - California  
Registered Geotechnical  
Engineer: GE 2060 -  
California

**Education:**

University of Idaho, Moscow,  
Idaho  
Bachelor of Science,  
Agricultural Engineering -  
1980  
University of Southern  
California, Los Angeles,  
California  
Master of Science, Civil  
Engineering - 1985

**Professional Affiliations:**

Member - American Society  
of Civil Engineers  
Consulting Engineers and  
Land Surveyors of California

**Years with CHJ, Inc.**

6

**Years in the Industry**

30



## FERNANDO FLORES

Senior Field Technician

Mr. Flores has more than 19 years of experience. He is responsible for performing field compaction testing, concrete tests and various soils tests. Perform laboratory soils and materials testing.

### Experience:

#### **State Street / University Parkway Grade Separation, San Bernardino, California**

As Materials Testing Technician, Mr. Flores has provided construction support services for the State Street / University Parkway grade separation in the City of San Bernardino. The project consisted of the widening of State Street and the construction of a new bridge that allows traffic to pass over the pre-existing railroad tracks. The bridge replaced the old road and significantly relieved gridlock. CHJ is performed construction inspection, field materials sampling and testing, laboratory materials testing, and batch plant inspection.

#### **Interstate 15/Interstate 215, Devore 2, Riverside County, California**

Mr. Flores provided batch plant inspection for mainline paving and approach slabs. Testing for more than 8,000 cubic meters of pavement replacement included PCC, Penetration, Plastic Unit Weight, Yield, Air Content, and Concrete Flexural Strength. Aggregates for PCC included Gradation and Cleanliness Values. Approach Slabs included Compressive Strength Cylinders, night work, 9 bridges, 80 panels, and 40 pours.

#### **Ramon Road / I-10 Interchange Improvements, Riverside County, California**

Materials Testing Technician for the material and laboratory testing for this \$53 million freeway interchange improvement project. Because the I-10 Corridor is classified as a "High Emphasis" route, the project was completed over a 2-week period, during which C.H.J. provided field sampling and testing which included both day and night work. Night work involved demolition-related soil compaction testing – preparing the grade for placement of concrete. Day work included PCC high early strength concrete sampling and testing.

#### **State Route 91 HOV Widening, Orange, California**

Field Material Testing Technician for the placement of AC and asphalt treated permeable base. This project was also performed utilizing Caltrans test methods and in conjunction and coordination with Caltrans and independent Quality Assurance personnel.

#### **State Route 91/State Route 57 Interchange, Orange County, California**

Field Material Testing Technician providing Quality Control during placement of AC pavement material. This project involved utilizing Caltrans test methods and interacting with Caltrans, Caltrans laboratory, and Independent Assurance Testers.

### Registration:

ACI Field Technician  
Level I  
ACI Finishing  
Technician  
ACI Laboratory  
Technician Level I  
Caltrans Certified -  
Concrete Sampling,  
Testing and Asphalt  
Public Works Certified  
Nuclear Gauge  
Certified

### Education:

High School Diploma

### Years with CHJ, Inc.

19



**JEFF DALGITY**  
Senior Field Technician

Mr. Dalgity has 18 years of experience. He is responsible for performing field compaction testing, concrete tests and various soils tests. He also performs laboratory soils and materials testing. Mr. Dalgity holds certifications for: Caltrans; Concrete Testing Methods 125, and 231.

**Experience:**

***Interstate 15/Interstate 215, Devore 2, Riverside County, California***

Mr. Dalgity served as Field Material Testing Technician for sampling and testing for the mainline paving and approach slabs. He also performed testing for more than 8,000 cubic meters of pavement replacement included PCC, Penetration, Plastic Unit Weight, Yield, Air Content, and Concrete Flexural Strength. Aggregates for PCC included Gradation and Cleanness Values. Approach Slabs included Compressive Strength Cylinders, night work, 9 bridges, 80 panels, and 40 pours.

***210 Freeway, Segments 9-11, San Bernardino County, California***

Mr. Dalgity provided sampling and compression testing of structural concrete, performed trial batches which included the casting and testing of concrete beams for flexural strength. CHJ also performed quality control testing on soil and aggregates which included lean concrete base testing, sieve analyses, sand equivalent, R-values, specific gravity, absorption, corrosion resistance, soluble sulfates, L.A. abrasion, durability, cleanness values, permeability tests, and plasticity index tests. Tensile strength testing was also performed on reinforcing steel and mechanical couplers for this project. This project was performed in accordance with Caltrans specifications and regulations.

***Yucaipa Boulevard Street Improvements, Yucaipa, California***

As Materials Testing Technician, Mr. Dalgity conducted compaction testing associated with the subgrade, finish grade, and asphalt concrete placement of approximately 3,900 lineal feet of street improvements along Yucaipa Boulevard between 7<sup>th</sup> and 10<sup>th</sup> Streets. CHJ also conducted the associated laboratory testing services for this project.

***Interstate 215 / 5th Street Bridge and Segments 1 and 2, San Bernardino, California***

Mr. Dalgity provided sampling and testing of the construction materials for this phase of the 215 widening project. As a part of the SANBAG construction support team, CHJ sampled and tested the construction materials for the 5<sup>th</sup> Street Overcrossing, including the bridge abutment and bent foundations, (which consist of both driven piles and cast-in-drilled-hole (CIDH) piles), retaining walls, sound walls, drainage structures, embankments, and roadway materials. Other services included batch plant inspection and sampling, laboratory testing of construction materials, including subgrade soils, structure and embankment fill, aggregates, base materials, Portland cement concrete, and asphalt concrete materials. Our services also included conformance with Caltrans regulations and procedures, including the Caltrans Construction Manual, Bridge Construction Records and Procedure Manual, Manual of Tests, Independent Assurance Program Manual, Standard Specifications, Standard Plans, and the project Special Provisions.

**Certifications:**  
ACI, Caltrans;  
Concrete Testing  
Methods 125, 231, and  
375

**Education:**  
High School Diploma

**Years with CHJ, Inc.**  
16



## DAVID MINO

Laboratory Technician

Mr. Mino has more than 30 years of professional experience. He is a senior field geologist in charge of conducting field observations and testing pertinent to geotechnical investigations, percolation investigations, subsurface explorations, and foundation investigations. He is responsible for assimilating and monitoring field conditions, testing, and laboratory paperwork. In addition, performs duties such as grading observation and compaction testing, hillside keying and benching, concrete and asphalt coring, concrete and asphalt inspection, casting cylinders and beams, slump tests, air entrainment tests, unit weight, and environmental sampling.

### Experience:

#### ***State Street / University Parkway Grade Separation, San Bernardino, California***

As Material Testing Technician, Mr. Mino is currently providing construction support services for the State Street / University Parkway grade separation in the City of San Bernardino. The project consists of the widening of State Street and the construction of a new bridge that will allow traffic to pass over the pre-existing railroad tracks. The bridge will replace the existing road and will help to relieve gridlock. CHJ is performing construction inspection, field materials sampling and testing, laboratory materials testing, and batch plant inspection.

#### ***Ramon Road / I-10 Interchange Improvements, Riverside County, California***

Material Testing Technician for the material and laboratory testing for this \$53 million freeway interchange improvement project. Because the I-10 Corridor is classified as a "High Emphasis" route, the project was completed over a 2-week period, during which C.H.J. provided field sampling and testing which included both day and night work. Night work involved demolition-related soil compaction testing – preparing the grade for placement of concrete. Day work included PCC high early strength concrete sampling and testing.

#### ***State Route 55 Widening, Anaheim, California***

Material Testing Technician for testing and sampling services for AC pavement placement. David was the senior technician responsible for performing sampling and compaction and materials testing of the AC material utilized in accordance with Caltrans specifications.

#### ***State Route 91 HOV Widening, Orange, California***

Material Testing Technician for the placement of AC and asphalt treated permeable base. This project was also performed utilizing Caltrans test methods and in conjunction and coordination with Caltrans and independent Quality Assurance personnel.

#### ***Highway 395 Improvements, Cartago, California***

Material Testing Technician for the mix design, coordinating approval through Caltrans District 9. During construction, C.H.J. performed on-site testing and inspection at the batch plant and on the grade. David was responsible for on-going compaction testing and sampling of the AC material.

### **Certifications:**

Nuclear Density Gauge  
Certified; Caltrans  
Certifications: Test  
Method 125 and has  
been certified for 201,  
202, 216, and 217

### **Education:**

San Jose State  
University, San Jose,  
California  
Bachelor of Science,  
Geology – 1980

### **Years with CHJ, Inc.**

25





**CHAD CHOTIBHONGS**

Field Technician

**Experience:**

**City of Irvine Street Improvement**

Inspecting and testing of AC pavement construction in field and in laboratory.  
Tests were performed per Caltrans Test Methods

**SR 22 Design Build Project in Garden Grove**

Performed laboratory and field testing of soils and aggregates per Caltrans Test Methods.

**City of Monrovia Street Improvement Project**

Inspected and performed field and laboratory testing of soils, aggregate and asphalts.

**Cal Poly Dormitory and Housing Project**

Performed quality control testing of soils and aggregates and AC pavement.

**Certifications:**

CT Test Methods 105,  
106, 125, 201, 216, 226,  
231, 504 533, 539, 540,  
557

**Education:**

California State  
Polytechnic University  
(Degree on hold)

**Years with AP Eng.**

2

**Years in the Industry**

12





**KREETHA MEKCHAI**

Field Technician

**Experience:**

**I-405 Sepulveda Pass HOV, Los Angeles, CA.**

Field sampling of soils and aggregates and conducted laboratory tests on collected samples.

**Foothill Transportation Corridor South, South Orange County, CA.**

Conducted numerous laboratory tests for the design build of Foothill Transportation Corridor in South Orange County. Tests included all basic index properties, triaxial UU, consolidation and direct shear tests.

**I-15 Baseline Road Interchange, Rancho Cucamonga, CA**

Performed numerous R-values and other classification tests for the design of the proposed interchange at Baseline Road on I-15

**I-10 Tippecanoe Avenue Interchange, San Bernardino, CA**

Performed numerous R-values and other classification tests for the design of the proposed interchange at Tippecanoe Avenue on I-10

**Mid City Exposition LRT, City of Los Angeles, CA**

Performed numerous laboratory geotechnical tests for use in design of the proposed LRT in City of Los Angeles.

**Certifications:**

CT Test Methods 201,  
216, 226, 202, 217, 301

**Education:**

B.S. Degree, California  
Polytechnic University

**Years with AP Eng.**

5

**Years in the Industry**

11





**DUSIT KONGTONG**

Field Technician

**Experience:**

**I-405 Sepulveda Pass HOV, Los Angeles, CA.**

Field sampling of soils and aggregates and conducted laboratory tests on collected samples.

**Metro Soundwalls Package 11**

Performed numerous tests utilizing Caltrans Test Methods to obtain soil properties for design of the proposed soundwalls along SR-91.

**Foothill Transportation Corridor South, South Orange County, CA.**

Performed numerous laboratory geotechnical tests for use in design of the bridge.

**Schuyler Heim Bridge Replacement Project, POLB**

Performed numerous laboratory geotechnical tests for use in design of the bridge.

**Pier G Berth 232 Wharf and Backland, POLB.**

Performed compaction tests during fill/backfill placement at Pier G Berth 232 Wharf and Backland Area.

**Certifications:**  
CT Test Methods 105,  
201, 204, 226, 231

**Education:**  
Duarte High School  
PCC Community College

**Years with AP Eng.**  
5

**Years in the Industry**  
10





# CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

## A P ENGINEERING AND TESTING, INC

2607 POMONA BOULEVARD  
POMONA, CA 91768

Owner: APRICHART PHUKUNHAPHAN  
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) \* Indicates primary NAICS code

\* 541330 Engineering Services

541380 Testing Laboratories

### Work Category Code(s)

C8720 CIVIL ENGINEERING

18734

LABORATORY TESTING AND ANALYSIS

### Licenses

EC Civil Engineer

EGT Geotechnical Engineer

### CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)  
ONE GATEWAY PLAZA  
LOS ANGELES, CA 90012 0900  
(213) 922-2600

UCP Firm Number: 33877

March 24, 2009

CUCP OFFICER



**Metro**

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM**



March 23, 2009

**CUCP #33877**  
**Metro File # 4190**

Aprichart Phukunhaphan  
**AP Engineering & Testing, inc.**  
2607 Pomona Blvd.  
Pomona, CA 91768

**RE: Disadvantaged Business Enterprise Certification**

Dear Mr. Phukunhaphan:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. Your DBE certification status will be honored by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541330	Engineering Services	\$4.5 million
541380	Testing Laboratories	\$12.0 million

Your DBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. Prior to your firm's DBE certification expiration date, Metro will send a letter to you requesting information necessary to complete this review.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format that will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the five-year certification has expired.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Your DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under §26.109 of the Regulations.

Congratulations, and thank you for your interest in the CUCP.

Sincerely,

  
Shirley Wong  
Certification Representative

## REVISED FEE PROPOSAL

City of Moreno Valley  
Perris Boulevard Widening  
Project No. 11-41570125

ESTIMATED AMOUNT	DESCRIPTION	UNIT RATE	COST
<b>Field Services – Soils, Asphalt, and Slurry Seal</b>			
704 hours	Field Tech – Compaction & Construction Materials Testing Based on an assumed average of 4 hours per day	\$90.00	\$63,360.00
704 hours	Field Testing Equipment and Vehicle	\$12.00	\$8,448.00
<b>Laboratory Testing – Earthwork</b>			
6 Each	Maximum Density – Optimum Moisture Determination (small mold) – ASTM D 1557	\$175.00	\$1,050.00
6 Each	Gradation – ASTM D 422	\$250.00	\$1,500.00
<b>Laboratory Testing – Asphalt Concrete and Slurry Seal</b>			
20 Each	Asphalt Content and Gradation for Verification	\$330.00	\$6,600.00
20 Each	Hveem Stability and Maximum Density for Verification	\$260.00	\$5,200.00
10 Each	Gradation ASTM D422 without Hydrometer	\$145.00	\$1,450.00
<b>Laboratory Testing – Portland Cement Concrete</b>			
24 Each	Compressive Strength Test on Concrete Cylinders	\$24.00	\$576.00
12 Hours	Concrete and Other Sample Pick-Up, if needed	\$61.00	\$732.00
<b>Laboratory Testing – Aggregate Base Materials</b>			
2 Each	Maximum Density – Optimum Moisture Determination (large mold) – ASTM D 1557	\$190.00	\$380.00
2 Each	Gradation – ASTM D 422	\$250.00	\$500.00
<b>General</b>			
4 Hours	Principal Engineer	\$225.00	\$900.00
58 Hours	Staff Engineer and Project Coordination	\$110.00	\$6,380.00
As needed	Project Manager	\$180.00	No Cost
16 Hours	Drafting/AutoCAD Operator	\$90.00	\$1,440.00
16 Hours	Word Processing/Clerical	\$75.00	\$1,200.00
8 Each	Compaction Reports	\$300.00	No Cost
As needed	Additional as needed services per Schedule of Fees	N/A	\$9,000.00
<b>Total Cost Estimate</b>			<b>\$108,716.00</b>

Revised 04/26/12

It has been assumed that the Technician will most likely be working on the base bid portion of the project and any of the alternates on the same day. As such, a number of general assumptions were necessary for the proposal.

<u>BID ALTERNATE NUMBER</u>	<u>COST</u>
Base Bid	73,206.00
Bid Alternate #1	4,440.00
Bid Alternate #2	3,550.00
Bid Alternate #3	16,345.00
Bid Alternate #4	5,150.00
Bid Alternate #5	1,050.00
Bid Alternate #6	4,975.00
Bid Alternate Total	35,510.00
<b>Grand Total (Base Bid + Bid Alternates)</b>	<b>108,716.00</b>

## RESOURCE ALLOCATION MATRIX

City of Moreno Valley  
Perris Boulevard Widening  
Project No. 11-41570125

<u>TASK</u>	<u>PERSONNEL ASSIGNED</u>	<u>HOURS</u>
<b>Field Services</b>		
Field Tech – Compaction & Construction Materials Testing Based on an assumed average of 4 hours per day	Field Technician	704
Field Testing Equipment and Vehicle	Field Technician	704
<b>Laboratory Testing – Earthwork</b>		
Maximum Density – Optimum Moisture Determination (small mold) – ASTM D 1557	Lab Technician	2 each
Gradation – ASTM D 422	Lab Technician	1 each
<b>Laboratory Testing – Asphalt Concrete</b>		
Asphalt Content and Gradation for Verification	Lab Technician	1.5 each
Hveem Stability and Maximum Density for Verification	Lab Technician	3 each
Gradation – ASTM D422 without Hydrometer	Lab Technician	1 each
<b>Laboratory Testing – Portland Cement Concrete</b>		
Compressive Strength Test on Concrete Cylinders	Lab Technician	.5 each
Concrete and Other Sample Pick-Up, if needed	Lab Technician	12
<b>Laboratory Testing – Aggregate Base Materials</b>		
Maximum Density – Optimum Moisture Determination (large mold) – ASTM D 698	Lab Technician	2 each
Gradation – ASTM D 422	Lab Technician	1 each
<b>General</b>		
Principal Engineer	Principal Engineer	4
Staff Engineer and Project Coordination	Staff Engineer	58
Project Management	Project Manager	As needed
Drafting/AutoCAD Operator	Drafting Personnel	16
Word Processing/Clerical	Administrative Personnel	16
Compaction Reports	Administrative Personnel	8
	<b>Total Hours Proposed</b>	<b>1534</b>

Revised 04/26/12



# C.H.J. Incorporated

1355 E. Cooley Drive, Colton, CA 92324 ♦ Phone (909) 824-7210 ♦ Fax (909) 824-7209  
15345 Anacapa Road, Suite D, Victorville, CA 92392 ♦ Phone (760) 243-0506 ♦ Fax (760) 243-1225  
77-564A Country Club Drive, Suite 122, Palm Desert, CA 92211 ♦ Phone (760) 772-8234 ♦ Fax (909) 824-7209

## C. H. J., INCORPORATED

### SCHEDULE OF FEES

(EFFECTIVE OCTOBER 1, 2011)

#### Main Office and Laboratory

1355 East Cooley Drive  
Colton, California 92324  
Telephone: (909) 824-7210  
Fax: (909) 824-7209

#### Victorville Office and Laboratory

15345 Anacapa Road, Suite D  
Victorville, California 92392  
Telephone: (760) 243-0506  
Fax: (760) 243-1225

#### Palm Desert Office

77-564A Country Club Drive, Suite 122  
Palm Desert, California 92211  
Telephone: (760) 772-8234  
Fax: (909) 824-7209

[www.chjinc.com](http://www.chjinc.com)

INCLUDED IN THIS SCHEDULE OF FEES ARE COSTS FOR SERVICES  
AND TESTS COMMONLY PERFORMED BY THIS FIRM. OTHER  
SERVICES OR TESTS, AS WELL AS COSTS FOR THESE  
SERVICES OR TESTS, CAN BE SUPPLIED UPON REQUEST.

GEOTECHNICAL ENGINEERING ♦ MATERIALS TESTING ♦ CONSTRUCTION INSPECTION ♦ ENVIRONMENTAL CONSULTING

[www.chjinc.com](http://www.chjinc.com)



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**TERMS OF PAYMENT:**

Net - Invoices are for professional services and are due upon presentation

OCTOBER 1, 2011



**PROFESSIONAL SERVICES AND SUPPORT**

Soil Engineering/Materials Engineering/Geology/Environmental

**ENGINEERING SERVICES**

**RATE PER HOUR**

Principal Engineer	225.00
Project Engineer/Geologist/Scientist (Registered/Review)	180.00
Senior Staff Engineer/Geologist/Scientist (Calculations/Data)	125.00
Staff Engineer/Geologist/Scientist (Field Management Project Coordination)	110.00
Project Management	180.00*
Exploration Geologist (Exploratory Drilling/Logging)	95.00
Concrete Technologist	120.00
Drafting/CAD Operator	90.00
Word Processing/Clerical	75.00
Subsistence and Lodging - Per Day (Subject to Review for Specific Projects)	120.00

**ENVIRONMENTAL SERVICES**

Registered Environmental Assessor	180.00
Phase I Environmental Site Assessment	By Quotation
Phase II Environmental Site Assessment	By Quotation
Phase III Remediation Oversight	By Quotation
Laboratory Analysis of Soil/Groundwater	By Quotation

**EXPERT WITNESS SERVICES**

Preparation and Consultation by Professional	230.00
Deposition/Court Testimony by Professional (Plus Travel and Expenses)	325.00

\*The client is not charged for this service; it is absorbed by our overhead.

OCTOBER 1, 2011

Revised 04/26/12





**PROFESSIONAL SERVICES AND SUPPORT (continued)**  
 Soil Engineering/Materials Engineering/Geology/Environmental

**FIELD EQUIPMENT**

Testing Equipment and Vehicle	12.00/Hour*
Nuclear Gauge	7.00/Hour
Skidmore	45.00/Day
Pull Test Equipment	60.00/Day

\* Subject to Adjustment Based on Fuel Prices

**EXPLORATORY EQUIPMENT**

Exploratory Equipment	Cost + 20%
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**REPORTS - COMPUTER**

Grading Compaction Report - Comprehensive	650.00 Each
Grading Compaction Report - Major	By Quotation
Compaction Test Report (i.e., sewer, water, street, gas, electrical, curb and gutter, sidewalk, etc.)	350.00 Each

**REPORTS - EXTRA COPIES**

Current Files (Not Over One Year Old)	
Minimum Service Charge, Per Report	25.00
Copies, Per Sheet	0.20
Inactive Files (One Year or Older)	
Minimum Service Charge, Per Report	75.00
Copies, Per Sheet	0.20

**SERVICES - OTHER**

Printing and Photographic Work	Cost + 20%
Subcontract Services	Cost + 20%



**SOIL ENGINEERING/FIELD OBSERVATION SERVICES**

<u>GEOTECHNICAL SERVICES*</u>	<u>REGULAR WAGE RATE PER HOUR</u>	<u>PREVAILING WAGE RATE PER HOUR</u>
Field Supervisor	92.00	94.00
Senior Field Technician	90.00	92.00
Field Technician	74.00	90.00
Subsistence and Lodging - Per Day (Subject to Review for Specific Projects)	125.00	125.00

**OVERTIME RATES\***

Field Technician (After 8 Hours Worked Monday Through Friday During Normal Working Hours and the First 12 Hours on Saturday)	111.00	135.00
Field Technician (After 12 Hours Worked Monday Through Saturday, All Day Sunday and Holidays)	148.00	180.00

**PUBLIC WORKS INSPECTION\***

Public Works Construction Inspector	95.00	95.00
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**MINIMUM CHARGES**

All Field Services are Charged on a Portal-to-Portal Basis. For Projects Subject to Prevailing Wage Rates, Prevailing Wage Rates will be Charged for Time on the Job Site Only, and Regular Wage Rates will be Charged for Travel Time and all Other Non-Prevailing Wage Time

Show-up Time, No Observation or Compaction Testing Performed - 2 Hours Minimum

No Show-Up Time Charged if Cancellation is Made by 4:00 pm of the Preceding Day

**PREVAILING WAGE**

Our Schedule of Fees is valid through September 30, 2012. Projects that involve public money come under the purview of Senate Bill SB 1999, which requires the payment of Prevailing Wages. Accordingly, SB 1999 is governed by the California Department of Industrial Relations. Therefore, the current Prevailing Wage rates remain valid until September 2012 and as rates are revised by the California Department of Industrial Relations.

**\*NORMAL WORKING HOURS**

~~Normal Working Hours are considered to be Monday through Friday from 7:00 am to 3:30 pm. Work performed before or after the defined Normal Working Hours will be charged at the overtime rate, unless prior special arrangements have been made.~~



**MATERIALS LABORATORY AND TESTING SERVICES**

<u>SERVICES*</u>	<u>REGULAR WAGE RATE PER HOUR</u>	<u>PREVAILING WAGE RATE PER HOUR</u>
Laboratory Supervisor	94.00	94.00
Laboratory/Field Technician	74.00	90.00
Concrete Batch Plant Inspection	92.00	92.00
Pachometer/Schmidt Hammer Testing	98.00	98.00
Sample Pick Up	61.00	61.00
Services Performed By Others	Cost + 20%	Cost + 20%
Field Testing Equipment	By Quotation	By Quotation
Vehicle	12.00**	12.00**

\*\* Subject to Adjustment Based on Fuel Prices

**OVERTIME RATES\***

Laboratory/Field Technician (After 8 Hours Worked Monday Through Friday During Normal Working Hours and the First 12 Hours on Saturday)	111.00	135.00
Laboratory/Field Technician (After 12 Hours Worked Monday Through Saturday, All Day Sunday and Holidays)	148.00	180.00

**MINIMUM CHARGES**

All Field Services are Charged on a Portal-to-Portal Basis. For Projects Subject to Prevailing Wage Rates, Prevailing Wage Rates will be Charged for Time on the Job Site Only, and Regular Wage Rates will be Charged for Travel Time and all Other Non-Prevailing Wage Time

Show-up Time, No Observation or Compaction Testing Performed - 2 Hours Minimum

No Show-Up Time Charged if Cancellation is Made by 4:00 pm of the Preceding Day

**PREVAILING WAGE**

Our Schedule of Fees is valid through September 30, 2012. Projects that involve public money come under the purview of Senate Bill SB 1999, which requires the payment of Prevailing Wages. Accordingly, SB 1999 is governed by the California Department of Industrial Relations. Therefore, the current Prevailing Wage rates remain valid until September 2012 and as rates are revised by the California Department of Industrial Relations.

**\*NORMAL WORKING HOURS**

Normal Working Hours are considered to be Monday through Friday from 7:00 am to 3:30 pm. Work performed before or after the defined Normal Working Hours will be charged at the overtime rate, unless prior special arrangements have been made. A surcharge may be added for laboratory testing performed on a rush basis or performed on overtime.



SOIL TESTING SERVICES

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
	Chemical Analysis	Each	By Quotation
D 2435	Consolidation Test - Undisturbed	Each	260.00
	- Remolded	Each	385.00
	- With Time Rates	Each	By Quotation
D 3080	Direct Shear Test - Undisturbed	Each	310.00
	- Remolded	Each	340.00
D 4829	Expansion Tests, UBC Method	Each	175.00
<u>Maximum Density - Optimum Moisture Determination</u>			
D 1557/ D.698	ASTM Method - Small Mold	Each	175.00
	- Large Mold	Each	190.00
	Cal Impact Method (CAL 216)	Each	175.00
D 422	Sieve Analysis with Hydrometer	Each	250.00
D 422	Sieve Analysis without Hydrometer	Each	145.00
D 2216	Moisture Content	Each	35.00
D 2434	Permeability Test (Constant Head)	Each	By Quotation
D 4318	Plasticity Index (Plastic and Liquid Limit)	Each	205.00
D 2844	<u>R-Value Determination (Cal 301)</u>		
	Natural Soil	Each	270.00
	Aggregate Base	Each	360.00
	Lime or Cement Treated Soil		By Quotation
D 2419	Sand Equivalent (CAL 217)	Each	85.00
D 1633	Soil Cement Molding & Compressive Strength Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 560	Soil Cement Molding and Freeze - Thaw Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 559	Soil Cement Molding and Wet - Dry Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 854	Specific Gravity (Soil)	Each	95.00
D 2488	Visual Classification	Each	50.00

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**AGGREGATE TESTING SERVICES**

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
C 131, C 535	Abrasion Resistance (L.A. Rattler)(CAL 211)	Each	210.00
C 142	Clay Lumps and Friable Particles (CRD 142)	Each	155.00
	Cleanness Value (CAL 227)	Each	130.00
D 3744	Durability Index, Coarse (CAL 229)	Each	250.00
	Durability Index, Fine (CAL 229)	Each	190.00
C 123	Lightweight Particles	Each	190.00
D 4791	Percent of Flat/Elongated Pieces (CRD 119)	Each	155.00
	Percent of Flat/Elongated Pieces (CRD 120)	Each	215.00
D 693	Percent of Crushed Particles (CAL 205)	Each	135.00
C 566	Moisture Content by Drying (CAL 226)	Each	65.00
C 87	Mortar Making Properties of Fine Aggregate	Each	435.00
C 40	Organic Impurities (CAL 213)	Each	75.00
	Relative Mortar Strength to Ottawa Sand (CAL 515)	Each	435.00
D 2419	Sand Equivalent (CAL 217)	Each	85.00
C 136	Sieve Analysis (Coarse to Fine)	Each	145.00
C 136	Sieve Analysis (Processed Coarse)	Each	80.00
C 136	Sieve Analysis (Fine)	Each	80.00
C 117/136	Sieve Analysis (Fine With No. 200 Wash)	Each	100.00
C 117	Materials Finer Than No. 200 Sieve by Washing	Each	50.00
C 235	Soft Particles (Scratch Hardness)	Each	95.00
C 88	Soundness Test, Sodium Sulfate (CAL 214)	Each	390.00
C 127	Specific Gravity and Absorption, Coarse (CAL 206)	Each	100.00
C 128	Specific Gravity and Absorption, Fine (CAL 207)	Each	125.00
C 29	Unit Weight and Percent Voids (CAL 212)	Each	85.00
C 289	Potential Alkali Reactivity, Chemical Method	Each	By Quotation
C 295	Potential Alkali Reactivity, Petrographic Method	Each	By Quotation
C 1260	Potential Alkali Reactivity, Rapid Mortar Bar Method - FA	Each	1,010.00
C 1260, C 1567	Potential Alkali Reactivity, Rapid Mortar Bar Method	Each	1,320.00

OCTOBER 1, 2011

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**CONCRETE TESTING SERVICES**

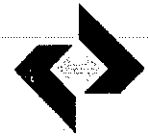
<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
	Concrete Mix Design (Excluding Aggregate Test)	Each	150.00
	Review of Concrete Mix Design	Each	150.00
C 192	<u>Concrete Trial Mix (Each Mix)</u> Equipment and Labor	Each	465.00
C 39	Compressive Strength, Concrete Cylinder (CAL 521)	Each	24.00
C 39	Concrete Cylinders - Not Tested	Each	16.00
C 42	Compressive Strength, Concrete/Gunite Core	Each	50.00
	Compressive Strength, Gunite Cylinder	Each	60.00
	Gunite/Shotcrete Panel (3 cores per panel & test)	Panel	270.00
	Compressive Strength, Insulating Concrete	Each	45.00
C 1084	Cement Content (Chemical Method)	Each	By Quotation
C 567	Dry Unit Weight, Lightweight Concrete	Each	55.00
	Dry Unit Weight of Insulating Concrete	Each	55.00
C 78	Flexural Strength, 6" x 6" Beam	Each	70.00
C 174	Length Measuring of Drilled Core	Each	55.00
C 469	Static Modulus of Elasticity	Each	175.00
C 157, C 341	Drying Shrinkage (Set of 3, Up to 28 Days)	Set	375.00
C 496	Splitting Tensile Test	Each	60.00
C 642	Specific Gravity, Absorption, Voids in Hardened Concrete	Each	95.00
C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar Bar Method)	Each	By Quotation
C 856	Petrographic Examination of Hardened Concrete	Each	By Quotation
3039	FRP Tensile Test (per panel)	Each	By Quotation
	Cutting and Machining		Cost+20%
	<u>Special Curing Process</u>		
C 684	Hot Water Curing (Per Specimen)	Each	75.00
	Rapid Curing, Boiling Water (Per Specimen)	Each	120.00

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MASONRY TESTING SERVICES

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
C 67	<u>Brick Test (Set of 5 Specimens Required)</u>		
	24-Hour Absorption, Cold Water	Each	40.00
	5-Hour Absorption, Boiling Water	Each	40.00
	Compression Test	Each	40.00
	Modulus of Rupture	Each	40.00
C 140	<u>Concrete Block Test (Set of 3 Specimens Required)</u>		
	Moisture Content and Absorption	Each	55.00
	Compression Test	Each	65.00
	Unit Weight (Including Dimension Measurement)	Each	45.00
C 426	Linear Drying Shrinkage (Set of 3 Specimens Required)	Each	90.00
C 270	Mortar Mix Design (Excluding Aggregate Test)	Each	120.00
C 476	Grout Mix Design (Excluding Aggregate Test)	Each	120.00
UBC 21-16	Mortar Strength (Cylinder)	Each	22.00
C 109	Mortar Strength (2" Cube)	Each	35.00
C 942	Grout Prism Test (3" x 3" x 6") Trimming Included	Each	35.00
C 42	Masonry Core, Compression Test	Each	48.00
	Masonry Core, Shear Test	Each	60.00
CBC 1405	Veneer Shear Test	Each	120.00
E 447	<u>Masonry Prism (Assemblage)</u>		
	8" x 8" x 16" (Per Specimen)	Each	165.00
	8" x 16" x 16" (Per Specimen)	Each	180.00
	12" x 16" x 16" (Per Specimen)	Each	235.00
	Larger than 12" x 16" x 16"		By Quotation



ASPHALT TESTING SERVICES

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
	Asphalt Pavement Mix Design (Hveem Method)	Each	By Quotation
	Asphalt Pavement Mix Design (Marshall Method)	Each	By Quotation
	Asphalt Content by Ignition Oven (CAL 382)	Each	185.00
	Asphalt Content and Gradation by Ignition Oven	Each	330.00
D 1188, D 2726	Specific Gravity of Compacted Specimen (CAL 308)	Each	85.00
D 5148	Centrifuge Kerosene Equivalent (CAL 303)	Each	215.00
D 1074	Compressive Strength of Bituminous Mixture	Each	80.00
D 1664	Film Stripping Test (CAL 302)	Each	95.00
	Moisture Vapor Susceptibility (CAL 307)	Each	185.00
D 1559	Marshall Stability and Flow Test	Each	195.00
D 1560	Hveem Stability Value by Stabilometer (CAL 366)	Each	230.00
D 1560, D 1188 D 2726	Hveem Stability Value and Maximum Density	Each	260.00
D 1561	Kneading Compacted Maximum Density (CAL 304)	Each	170.00
	Marshall Maximum Density	Each	170.00
C 128	Specific Gravity of Recovered Aggregates	Each	110.00
	Swell Test (CAL 305)	Each	170.00
D 2041	Theoretical Maximum Density of Asphalt Mixture (Rice's Method)	Each	180.00
D 36	Softening Point of Bituminous Materials	Each	By Quotation
D 1075	Index of Retained Strength (Set of 6)	Set	By Quotation
D 4867, T 283	Tensile Strength Ratio (TSR Test) (Set of 6)	Set	By Quotation
D 1559	Retained Stability Test (Set of 6)	Set	By Quotation

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**STEEL TESTING SERVICES**

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
	<u>Reinforcing Steel Test:</u>		
	Tensile Strength and Elongation		
	#11 Bar and Smaller	Each	55.00
	#14 Bar	Each	90.00
	#18 Bar (Proof Test)	Each	110.00
	Bend Test, #11 Bar and Smaller	Each	30.00
	Tensile Test Mechanically-Spliced Bar		
	#11 Bar and Smaller	Each	150.00
	#14 Bar and Larger	Each	195.00
	Tensile Test Electric Resistance Butt Splice (includes straightening of bar)	Each	170.00
	<u>Structural Steel Test:</u>		
	Machining and Preparation of Test Specimen		Cost+20%
	Tensile Strength and Elongation		
	Up to 200,000 Pounds	Each	75.00
	200,000 - 300,000 Pounds	Each	95.00
	300,000 - 400,000 Pounds	Each	115.00
	Bend Test	Each	50.00
	<u>Prestressing Wire and Tendon Test:</u>		
A 421	Tensile Strength, Single Wire	Each	100.00
A 416	Tensile Strength, 7-Wire Strand	Each	160.00
	<u>High-Strength Bolt, Nut and Washer Test:</u>		
	Tension Test on Bolts (Set of 2 Bolts Required)	Each	70.00
	Proof Load Test on Nuts (Set of 2 Nuts Required)	Each	70.00
	Hardness Tests of Bolts and Nuts (Set of 2 Bolts or Nuts Required)	Each	22.00
	Hardness Tests on Washers (Set of 2 Washers Required)	Each	20.00
	<u>Weld Specimen Test:</u>		
	Ultrasonic Examination	Each	100.00
	Machining and Preparation of Test Specimen	Each	Cost+20%
	Macroetch Test (3 Faces)	Each	65.00
	Reduced Section, Tensile Strength (Machining Required)	Each	70.00
	Bend Test	Each	50.00



**MISCELLANEOUS TESTING SERVICES**

<u>TEST</u>	<u>UNIT</u>	<u>RATE</u>
Calibration of Hydraulic Ram		
100 Ton and Under	Each	180.00
101 Ton - 200 Ton	Each	220.00
Laboratory Equipment		
Use of 60,000 Pound Universal (With One Operator)	Hour	180.00
Use of 400,000 Pound Baldwin (With One Operator)	Hour	300.00
Additional Technician (Regular Wage Rate)	Hour	74.00
Roof Materials		
Roof Tile (Breaking Strength - Set of 5)	Each	35.00
Roof Tile (Absorption - Set of 5)	Each	35.00
Spray-Applied Fire Proofing		
In-Place Density (ASTM E 605)	Each	80.00
Coring (Concrete, Masonry, Gunite & AC Pavement)		
Equipment and Labor - Normal On-Ground Coring (Regular Wage Rate)	Hour	150.00
Equipment and Labor - Normal On-Ground Coring (Prevailing Wage Rate)	Hour	155.00
Bit Charge (Per Core)	Each	15.00
Additional Technician (Regular Wage Rate)	Hour	74.00
Additional Technician (Prevailing Wage Rate)	Hour	88.00
By Others		Cost + 20%



**SPECIAL (DEPUTY) INSPECTION SERVICES**

**Wage rates and working conditions are based on our contract with the International Union of Operating Engineers Local 12**

<u>SERVICES</u>	<u>RATE PER HOUR</u>		
Code Designated Special (Deputy) Inspector	94.00		
a. Field Concrete			
b. Structural Masonry			
c. Reinforcing Steel			
d. Prestressed Concrete			
e. Fabrication Shop Welding			
f. Field Welding			
g. Structural Steel and High Strength Bolting			
h. Field Gunite/Shotcrete			
i. Spray-Applied Fireproofing			
Field and Fabrication Shop Non-Destructive Testing	97.50		
a. Ultrasonic			
b. Magnetic Particle			
c. Dye Penetrant			
		<u>CODE DESIGNATED SPECIAL INSPECTOR</u>	<u>FIELD/SHOP NON- DESTRUCTIVE TESTING</u>
<u>OVERTIME RATES</u>			
a. After 8 Hours Worked Monday Through Friday and First 12 Hours on Saturday	132.50		135.50
b. After 12 Hours Worked Monday Through Saturday, All Hours Worked on Sunday, and All Hours Worked on the First Saturday Following First Friday in June and December	173.00		177.00
c. All Hours Worked on Recognized Holidays	252.00		258.00

**CONDITIONS AND WORKING HOURS FOR SPECIAL (DEPUTY) INSPECTORS:**

Advance Notice: Twenty-four (24) hours advance notice is required for scheduling an inspector to report to a designated job site

Minimum Charges: Show-up, no inspection performed - 2 Hours Minimum  
 Up to 4 hours inspection performed - 4 Hours Minimum  
 Over 4 hours - 8 Hours Minimum  
 Inspection which begins before 12:00 noon and ends after 12:00 noon - 8 Hours Minimum



**CONDITIONS AND WORKING HOURS FOR SPECIAL (DEPUTY) INSPECTORS:** Continued

**Cancellation:** No charge, if made before 4:00 pm of the preceding day

**Completion:** Inspector will remain on job until discharged by competent authority

**Travel Time/Mileage/** Depending on the physical distance to the job site from our laboratory, charges will be  
**Subsistence Charges:** applied as follows:

- (1) Within 50 mile radius - No mileage or travel time will be charged
- (2) Over 50 miles but within 100 miles - Mileage will be charged at the rate of \$0.90 per mile
- (3) Over 100 miles - Mileage will be charged at the rate of \$0.90 per mile and travel time will be charged at our regular hourly rate at the beginning and ending of each job duration. If subsistence and lodging are not furnished for inspector, per-diem will be charged at the rate of \$120.00 per day on a 7-day week basis for each job duration (subject to review for specific projects).

**Parking:** When not furnished for the inspector, parking will be charged as paid by the inspector.

**Regular Time:** First 8 hours, Monday through Friday.

- Overtime Rates:**
- (1) Overtime: After 8 hours worked Monday through Friday, first 12 hours on Saturday.
  - (2) Double time: After 12 hours worked Monday through Saturday and all hours worked on Sunday. All hours worked on the first Saturday following the first Friday in June and December.
  - (3) Triple time: All hours worked on recognized holidays.

**Inspector's Fees:** Inspection fees charged by governing agency will be reimbursed by the client.

- Holidays:**
1. New Years Day
  2. Memorial Day
  3. Independence Day
  4. Labor Day
  5. Veterans Day
  6. Thanksgiving Day and the day after Thanksgiving
  7. Christmas Day
  8. First Saturday following the first Friday in June and December

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT CONSTRUCTION SURVEY SERVICES  
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - REGIONAL  
PROJECT NO. 11-41570125**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Hunsaker & Associates, 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:

**ATTACHMENT "C"**

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

**DESCRIPTION OF PROJECT**

1. The project is described as professional consultant Construction Survey services for:  
**Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue**  
**Project No. 11-41507125**

**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 **\$128,741** 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, 2014** 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.

8. The Consultant and the City agree that the schedule in Paragraph 7 above

**AGREEMENT FOR PROFESSIONAL  
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represents their best estimates with respects 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 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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 11-41570125**

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 Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), and the Riverside County Transportation Commission (RCTC), 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 directly 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 any person, including injury to the City's, CSD's, MVHA's, and RCTC's employees and all claims which arise directly 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, CSD, MVHA, and RCTC, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its



**AGREEMENT FOR PROFESSIONAL  
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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.

(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

**AGREEMENT FOR PROFESSIONAL  
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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, CSD, MVHA, and RCTC 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 Community Services District, their officers, the Moreno Valley Housing Authority, and Riverside County Transportation Commission, their employees and agents are included as additional insured under this general

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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 Community Services District, the Moreno Valley Housing Authority, and Riverside County Transportation Commission, 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

**AGREEMENT FOR PROFESSIONAL  
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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 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

**AGREEMENT FOR PROFESSIONAL  
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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.

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

**AGREEMENT FOR PROFESSIONAL  
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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.

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

**AGREEMENT FOR PROFESSIONAL  
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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. 11-41570125**

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

City of Moreno Valley

**Hunsaker & Associates**

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 <i>(if contract exceeds \$15,000)</i>
_____
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



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.

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$128,741.
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](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](mailto: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](mailto: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:

**EXHIBIT "D"**

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[http://www.moval.org/city\\_hall/forms.shtml#bf](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.

**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)  
PROJECT NUMBER: 11-41570125  
FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

**I. INVITATION**

You are hereby invited to submit a Proposal for construction survey services associated with the above referenced project.

Five (5) copies (one of the copies shall 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 [CD]) of your Proposal shall be submitted before **5:30 p.m., April 19, 2012** addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Larry Gonzales, Senior Engineer, P.E.

**II. GENERAL PROJECT DESCRIPTION**

Perris Boulevard is an existing partially improved north/south arterial street between the limits of Perris Valley Storm Drain Lateral "B" (Southerly City Limits) and Cactus Avenue in the City of Moreno Valley. The existing improvements, which vary in width, consist of a two-lane road with shoulders in some areas to other areas that are fully built out. This project is to widen and improve Perris Boulevard within the project limits to an arterial street standard with a curb-to-curb width of 86 feet (86') within a 110 feet (110') right of way. The proposed improvements will include curb, gutter, sidewalk, pavement, slurry seal, traffic signal modifications, minor storm drain and related facilities, streetlight relocations, utility relocations, signing and striping, and related road improvements. It is anticipated that Plans, Specifications, and technical reports will be ready for review the week of April 2, 2012. Plans, Specifications, and technical reports on CD may be obtained after that date in person, at City Hall, or by providing a Fed Ex account number to Liliana Alvarado or Barbara Hamilton by calling 951.413.3130. If it is determined that consultant interviews are necessary, the consultants will be notified by April 26, 2012 for an interview during the week of April 30, 2012.

**III. PROJECT BUDGET AND SCHEDULE**

This project is a Transportation Uniform Mitigation Fee (TUMF) Regional Arterial project and funding is budgeted at \$5.665 million. The project is anticipated to be advertised on April 11, 2012 and open bids in mid-May 2012. The project allows up to 165 working days, depending on the selection of up to six Alternate bid schedules, to complete the project.

The Tentative Schedule is as follows:

Possible Consultant Interviews: Week of April 30, 2012  
Anticipated Award of this Consultant Contract: May 22, 2012  
Anticipated Start of Construction: June 2012

**EXHIBIT "A"**

**REQUEST FOR PROPOSAL FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 11-415702225**

**IV. SCOPE OF SERVICES**

The scope of work for this RFP includes **all reasonable and customary construction surveying/staking items of work, necessary and prudent per the construction scope of work identified in the project plans and specifications.** When the Specifications are available, the construction project Bid Schedule and the Project Specific Scope of Work may be located by referencing the Table of Contents.

Your proposal should include:

- A. Identification of the Project Manager, party chief and other key personnel. 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.
- B. Identification of minimum number of hours for survey crew/day as well as travel time (if applicable). City's preference is two (2) hours minimum with no travel time. Field hours are subject to verification/acknowledgement on a daily basis by the City's project inspector.
- C. Attendance at weekly project meetings assuming thirty (30) meetings.
- D. At the inception, confirm the validity of base design survey and establish horizontal and vertical control, verify critical points with field survey to avoid conflicts during construction, tie out permanent survey monuments and other existing survey features that need to be perpetuated, as-build corner ramps to be removed and replaced and identify street station numbers at 50' interval for ready reference throughout the project. Propose any other pro-active strategies to minimize 'surprises'.
- E. Reasonable allowance for unforeseen work and re-staking.
- F. Identify how your firm would partner with the City to achieve efficiencies in your services for a successful and predictable project execution.
- G. Current Fee / Rate Schedule good through the end of the project. All rates should include the vehicle and all non-specialty survey equipment. The rate schedule must list titles, names, roles, and hourly billing rates in rows. All extra work will require prior approval from the City.
- H. **Scope of work, including field, office, and project management hours type of survey/staking (within the proposal) and fees (under separate cover) identified for each of the two Base Bids and Six Alternate Bid Items.**
- I. 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. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration.
- J. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.**
- K. Elaborate and explain how the Consultant proposes to manage this fast paced, multiple concurrent construction activities project efficiently with high standards of quality and service.

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The City intends to select one firm through this RFP process. 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 and office support. The selected Consultant shall provide surveying services with personnel trained and experienced in survey layout for the construction of public works improvements and particularly the types of construction required for this project, including tying and setting monumentation. The minimum field personnel experience required includes ten (10) years of construction surveying of increasingly complex public works projects. The selected Consultant firm 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 selected Consultant to fulfill this contract will be able to provide qualified survey personnel on an on-demand basis with 24-hour notice for construction surveying for the duration of the construction project, and as needed for earthwork quantity determination services, preconstruction activities, and as necessary to close out the project.

In general, the Consultant surveyors shall have the necessary training, knowledge, and experience related to the standards of practice for laying out construction work for the specific type of construction to be performed for this project. Additionally, the Consultant surveyors must be familiar with the safe practices required when working around all types of construction equipment that will be utilized on this project, including equipment for roadway construction and grading and trench excavation. The Consultant surveyors 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; the Standard Specifications for Public Works Construction (Greenbook); Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) 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 and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant surveyors and support personnel shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

The Consultant surveyors 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 Land Surveyor. (Registration as a Civil Engineer prior to 1982 may be substituted for the registration as a Land Surveyor).

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.
- Mark removals.
- Establish and confirm horizontal and vertical control, as required.

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- Set monument ties – Prior to the beginning of the 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. Tie sheets 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 reset
- Construction staking shall consist of stakes for all relocated utility facilities (e.g., power poles, cabinets, water meters, etc.), including Southern California Edison (SCE), Verizon, Time Warner Cable (TWC), Eastern Municipal Water District (EMWD), Moreno Valley Utility (MVU), proposed storm drain improvements, water, sewer, recycled water improvements, parkway drains, AC pavement limits and grade control, rough and finish grading, roadway pavement, base, subgrade, sidewalk, concrete curb and gutter, driveway and driveway approach, utility adjustments, fence, gate, wall, private property improvements, and related improvements as shown on the plans. Re-staking is to be identified separately on the invoice with a clear notation if it is a contractor or City responsibility. Allow adequate on-site un-foreseen and re-staking time based on your past experience.

***Office Activities:***

1. Review and thoroughly understand all contract documents, including construction drawings and specifications.
2. Participate in pre-construction meetings, field meetings, construction progress meetings, equal opportunity meetings, final walk-through meetings, as-built plan completion meetings, meetings with public utility agencies and other government agency representatives, and other administrative meetings as necessary.
3. Project Manager must communicate/coordinate with City PM/CM/RE on a daily/regular basis and determine the remaining project budget vs. remaining project work on a monthly basis.
4. Research records and provide establishment of high quality survey control.
5. Prepare survey crew(s) for efficient and accurate provision of survey layout of planned work.
6. Measure and report on Contractor's quantities of extra work when requested by City.
7. Assist in the negotiation of change orders as requested by City.
8. Prepare and maintain records of survey work requested and completed, survey related computer files, daily survey work (when on-site), survey field notes, survey grade sheets, and maintain all construction survey related records and files at the project site for project team's ready reference.
9. Provide labor compliance reports and certified payroll of the Consultant's field work.

***Field Activities:***

1. Conduct field construction surveying, including establishment of line, grade, size, elevation, location of improvements in conformance to design plans and specifications, and tying out and re-setting/replacing of monumentation.
2. Coordinate with the Contractor, City personnel, various utility company and agency personnel, and other consultants on the job site as needed.
3. Coordinate ongoing construction surveys and staking, as required, including reviewing and monitoring the Contractor's requests for re-staking.

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4. Keep daily survey field notes and take photographs of the field staking work. A daily (when on-site) report identifying work done by the surveyor shall be submitted to the Project Inspector by the next business day for review, acknowledgement of hours and filing.
5. During the course of field surveying, if the Consultant surveyor's personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the Engineer.

**General:**

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

**V. CONSULTANT'S PROPOSAL AND COMPENSATION**

The Consultant's Proposal shall be no more than 30 pages for Construction Professional Consultant Surveying Services. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. 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 Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

- A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).
- B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have a significant role in the delivery of this project.
- C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed project manager's and party chief's qualifications, track record and relevant experience.
- D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.



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- F. **Quality Control and Assurance:** Discuss QA/QC proposed for this project.
- G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. 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.
3. 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."
4. 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 Request for Proposal for Professional Consultant Services.
5. 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 schedule is 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. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.**
6. 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.**
7. A statement that all charges for Consultant 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.
8. A statement that the Consultant will document and provide the results of the

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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.

9. 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.
10. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

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

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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.

17. Complete “Disclosure of Lobbying Activities” (Form LLL – see attached).
18. Complete List of Subconsultants
19. Complete Proposer's List of Subconsultants (DBE and Non-DBE) - Parts I and II (attached).

**VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES**

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.

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

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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 (attached) with the Proposal.

**VIII. PAYMENT TO CONSULTANT**

- A. This work is to be performed for a "Not-to-Exceed Fee."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed and accepted by the City on a monthly basis.

The City shall make sole and final determination if work is complete and acceptable for payment.

- D. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- E. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- F. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- G. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- H. 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.
- I. The Consultant shall receive no compensation for any re-work necessary as a 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:

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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.

- 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 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 Community Services District, the Moreno Valley Housing Authority, and the Riverside County Transportation Commission (RCTC), 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 Community Services District, , the Moreno Valley Housing Authority, and the Riverside County Transportation Commission (RCTC), 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

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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, and the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), and the Riverside County Transportation Commission (RCTC), 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 directly 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, and CSD, MVHA, and RCTC, 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, and the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), and the Riverside County Transportation Commission (RCTC), 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 directly 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, CSD, MVHA, and RCTC, 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, CSD's, MVHA, and RCTC employees and all claims which arise directly 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, CSD, MVHA, and RCTC, 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

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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 the said 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 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.

REQUEST FOR PROPOSAL FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 11-415702225

XV. SELECTION CRITERIA

- A. The following is the selection criteria for Professional Consultant Material Testing and Geotechnical Services:
1. 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.
  2. 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, Party Chief and other key personnel**
  3. 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, within budget that provides a cost efficient, timely and predictable execution of the project construction.





**FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)**

**Project Number: 11-41570125**

**FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

PREPARED BY:



**HUNSAKER & ASSOCIATES**

2900 Adams Street, Suite A-15  
Riverside, CA 92504

Contact: Paul Huddleston, Jr. PE, PLS, Principal  
951. 509-7031  
Brad Karmann, PLS, Project Manager  
951.509.7030

PREPARED FOR:



**City of Moreno Valley  
Capital Projects Division**

14177 Frederick Street  
Moreno Valley, CA 92552-0805

Attn: Mr. Larry Gonzales, Senior Engineer, PE

**EXHIBIT "B"**



# Hunsaker & Associates I N C.

PLANNING  
ENGINEERING  
SURVEYING  
GOVERNMENT RELATIONS

TRFLOOR  
LOS ANGELES  
PERMANENT  
SAN DIEGO

April 19, 2012

Larry Gonzales, Senior Engineer, P.E.  
CITY OF MORENO VALLEY  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

Subject: **WORK PROPOSAL**  
**Professional Consultant Construction Survey Services for  
Perris Boulevard Widening from Perris Valley Storm Drain  
Lateral "B" to Cactus Avenue (TUMF Regional Arterial)  
Project Number: 11-41570125**



Dear Mr. Gonzales:

Hunsaker & Associates, Inc. (H&A) – Riverside Office - is pleased to submit this work proposal for professional consultant construction survey services for the City of Moreno Valley (COMV) Perris Boulevard Widening Project No. 11-41570125. The proposal, as submitted, is comprehensive and fully responsive to the requirements stated within the RFP/solicitation referenced above. Please note that an itemized cost breakdown for the work is provided under separate cover.

As one of the premier multi-disciplined civil engineering and surveying companies within Southern California, H&A is celebrating over 35 years of providing distinguished professional services to our clients and is distinctly suited to provide construction survey services for the City of Moreno Valley. H&A currently provides similar services to both the County of Riverside and County of San Bernardino.

Our full-service field surveying department has produced countless boundary surveys, monumentation tie-outs/perpetuations, horizontal and vertical control networks, detailed site cultural surveys and roadway cross-sectioning for design survey base mapping, coordinate systems, determination of vertical datums for projects and provided as-built improvements documentation surveys. H&A has provided construction infrastructure/staking for the majority of projects designed by our firm and for numerous contractors' construction project sites. H&A survey projects cover the full spectrum of public works and private projects including street, bridge, sewer, water, storm drain, facilities, flood control channel improvements, dry utilities facilities, and intricate plant and building complexes of all types.

H&A is very familiar with City of Moreno Valley design standards and Caltrans Highway Design Manual. H&A also has thorough knowledge of, and our survey work will comply with the industry standards of practice for the execution of quality public works construction projects; the Standard Specifications for Public works Construction (Greenbook); Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) standards; and all applicable City/County/Caltrans plans, specifications, ordinances, standards, safety guidelines local and State, laws and requirements including Cal/OSHA, Title 8 and Caltrans WATCH manual.

PRINCIPALS:  
TIMOTHY FRANTONE  
FRED GRAYLEE  
BRADLEY HAY  
PAUL PRODUCTION  
KARIM H. KALIM  
DOUGLAS L. STALEY  
GEOFF WESPE  
JOSEPH E. WITTHMAN

FOUNDING PARTNERS:  
RICHARD HUNSAKER  
TOM A. MCCANNON  
JOHN A. H. ALEX  
DOUGLAS G. BRIDGER

2900 Adams Street  
Suite 4-10  
Riverside, California  
92504  
951-520-1700 or  
951-520-1705 fax



Our surveying/mapping staff is keenly aware of the key element surveying plays in successfully completing a construction project. We at H&A understand the importance of teamwork, accuracy and responsiveness to the City's time constraints. **H&A has designated this City of Moreno Valley project as a priority project.** A 48-hour response time will be strictly adhered to for all City survey requests.

H&A operates under a non-discrimination policy with a drug free workplace environment. Our project files and accounting procedures/records are available for ongoing City inspection. Our survey crews operate through International Union of Operating Engineers Local 12 and are compensated accordingly per prevailing wage requirements.

H&A has assembled a highly educated and experienced professional team, including a specialized subconsultant, SPECS Civil, Inc. (UDBE), to assist the City of Moreno Valley with this project.

Our staff is led by Mr. Bradley R. Karmann, PLS, who will be the Project Manager, responsible for all City of Moreno Valley construction surveying tasks, including the day-to-day supervision, coordination of H&A's survey teams, and interface with H&A's sub-consultant specialist. He will be the primary contact for the City of Moreno Valley, sub-consultant and agency staff members, and will steer and delegate project tasks to our competent H&A team members. Mr. Karmann has over 30 years of professional surveying experience covering all facets of complex public works projects.

Mr. Paul R. Huddleston, Jr., PE, PLS, H&A's Principal-in-Charge, will support Mr. Karmann, by providing additional in-house quality assurance. Mr. Huddleston also has over 30 years of professional civil engineering and land surveying experience, including civil design, surveying, grading and infrastructure construction management.

Hunsaker & Associates, Inc. is grateful for the opportunity to submit this professional surveying services proposal. We look forward to the potential of working with the City of Moreno Valley on this challenging project. Should you have any questions, please do not hesitate to contact Brad Karmann directly at (951) 509-7030 or via email at [bkarmann@hunsaker.com](mailto:bkarmann@hunsaker.com).

Sincerely,

HUNSAKER & ASSOCIATES IRVINE, INC.



Paul R. Huddleston, Jr., PE, PLS  
Principal  
(951) 509-7031  
[phuddleston@hunsaker.com](mailto:phuddleston@hunsaker.com)



Bradley R. Karmann, PLS  
Project Manager  
(951) 509-7030  
[bkarmann@hunsaker.com](mailto:bkarmann@hunsaker.com)

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**PROPOSAL**  
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

## PROPOSAL STATEMENTS



April 19, 2012




## Proposal Statements

Hunsaker & Associates (H&A) hereby states:

- The RFP for Professional Surveying Services is incorporated entirely as part of this proposal.
- The RFP and this proposal will jointly become part of "the Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by H&A and the Mayor or City Manager of Moreno Valley.
- H&A's services to be provided, and fees therefore, are in accordance with the City's RFP and agreement except as otherwise specified in this proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- All charges for H&A services will be on an hourly basis with a "Not-to-Exceed Fee" including a conservatively estimated reimbursable expenses budget. H&A hourly fee rates are as submitted with and made a part of this proposal for use in invoicing for progress payments and for extra work incurred that is not part of this proposal.
- H&A 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.
- H&A 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.
- H&A does not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 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, H&A shall adhere to the strictest of the agency regulations.
- H&A will 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 will be retained for at least three (3) years.
- H&A 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.
- H&A 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.
- H&A 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.

Respectfully submitted,

HUNSAKER & ASSOCIATES, INC.

  
\_\_\_\_\_  
Paul R. Huddleston, Jr., PE, PLS, Principal

HUNSAKER & ASSOCIATES



## PROPOSAL

FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

## ADDITIONS OR EXCEPTIONS TO CITY'S REQUEST FOR PROPOSAL



April 19, 2012



## **Additions or Exceptions to the City's Request for Proposal**

Hunsaker & Associates hereby respectfully requests the following minor exceptions to the City of Moreno Valley RFP for Professional Construction Surveying services:

### **REQUEST FOR PROPOSAL**

#### **X. Indemnification**

**Amend paragraphs as follows:**

Insert the word "**directly**" after the words... "and all claims which arise"

### **AGREEMENT**

#### **15. Indemnification**

**Amend paragraphs as follows:**

Insert the word "**directly**" after the words... "and all claims which arise"





## PROPOSAL

FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

## PROJECT UNDERSTANDING



April 19, 2012



## Project Understanding

### Nature of Work

We understand that the purpose of this Request for Proposal is to provide Construction Survey Services for the Perris Boulevard widening from Perris Valley storm drain lateral "B" to Cactus Avenue; specifically, to widen and improve Perris Boulevard within the project limits to an arterial street standard with a curb-to-curb width of 86 feet within a 110 foot right of way. The proposed improvements will include curb, gutter, sidewalk, pavement, slurry seal, traffic signal modifications, minor storm drain and related facilities, streetlight relocations, utility relocations, signing and striping, related road improvements, SCE power pole relocations, and "Additional As-Needed Services".

We understand that the project schedule allows up to 165 working days, depending on the selection of up to six Alternate bid schedules, to complete the project, with the anticipated start of construction in June 2012. We will begin the project by setting up an initial meeting with all of the contractors, any special sub-consultants and the City construction staff to determine a plan of action with clearly defined goals, tasks, and deliverables for completing the surveying for the project.

By keeping the lines of communication open with all team members, H&A will be able to target critical deadlines and make sure they are adhered to.

### Project Issues / Solutions

At the inception, H&A will confirm the validity of the base design survey and establish horizontal and vertical control, verify critical points with a field survey to avoid conflicts during construction, tie out permanent survey monuments and other existing survey features that need to be perpetuated, as-build corner ramps to be removed and replaced and identify street station numbers at 50' intervals for ready reference throughout the project.

The proposed Scope of Work detailed in the Request for Proposal also includes a number of tasks that can be approached in a more efficient manner; thus, saving the City time and money. Those items are detailed below:

1. No sidewalk staking is needed because sidewalks will be controlled by the curb. The Contractor will be able to establish line and grade from the existing new curb.
2. Pavement markings and pain striping is not normally staked. Curb lines will control the paint striping.
3. No conduit staking is needed because the curbs will control the dry utilities. The only staking needed will be the traffic signal interconnect conduit, including hand holes, transformer pads and vaults.



## PROPOSAL

FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

## APPROACH AND MANAGEMENT PLAN



April 19, 2012



## Approach and Management Plan

Hunsaker & Associates has a long history of being innovative in its approach to all aspects of surveying. In this section, we have provided our consultant team's proposed approach and management plan for providing services. We have also included an organizational chart showing the proposed relationships among our consultant team and staff.

### Surveying - General

Hunsaker & Associates has a long history of being innovative in its approach to all aspects of surveying. We have remained at the forefront in the use of technology in order to maximize both the quality and efficiency of our survey operations. The location of all survey stakes set by H&A are automatically recorded in the data collector and downloaded at the conclusion of each day. This current data provides a permanent record of the position of each stake set in the field. Typically, whenever feasible, our office survey team calculates the items to be staked prior to the survey work in the field, and produces point files and/or alignment files for upload to the survey instrument. This provides an opportunity to resolve in advance any questions that may arise regarding the construction plans. In addition, all of our survey crews are equipped with AutoCAD in the field. All H&A crews are proficient at performing any staking calculations as needed. Our survey points and alignments are produced utilizing Land Desktop. We have developed a proprietary cutsheet program in Microsoft Excel which utilizes the input of a vertical alignment, including vertical curves, as the basis for design grades. This cutsheet is then able to fill in the stake elevations by reading them from the downloaded staking data file, or optionally it can be filled in manually as the stakes are set. We are aware of the higher level of elevation precision needed for some of the COMV facilities, and in such cases we would rely on elevations obtained with a digital level rather than a total station. When staking critical items such as structures or buildings, in addition to the standard checking procedures used by the surveyors in the field, we perform an additional verification of these items in the office in AutoCAD utilizing the recorded stake locations along with the engineering plans.

Over the years, Hunsaker & Associates has performed numerous surveys involving the staking and verifying of street improvements and verifying street sub-grade, top of base, and drainage structures. Our surveyors are adept at handling the many unique situations that may arise, including accurately transferring horizontal and vertical control from one end of the project to the other end.

H&A is well acquainted with the procedures involved in perpetuating boundary and centerline monuments, including the preparation and filing of corner records. We have performed topographic surveys of all types, including many that involved street cross sections and as-built surveys of complex structures. Our instruments are set up to collect line work, including lines, arcs and splines. We have the option to utilize either our own comprehensive feature code list or to use one provided by the COMV. In the event that the surveyor needs to enter a structure or manhole in order to obtain the needed data, we are familiar with the appropriate procedures to be followed, including testing the atmosphere, venting the structure, and use of a harness.

Safety is of primary importance to H&A. Our survey department conducts regular monthly safety procedures meetings. We discuss any concerns that the survey crews may have encountered regarding safety, as well as review safety precautions that need to be adhered to on our upcoming jobs including all special safety requirements mandated by our clients. In addition, our survey crews attend daily or weekly tailgate safety meetings on the jobsites as they occur. Our surveyors are aware of and adhere to the procedures outlined in the W.A.T.C.H. manual for survey equipment operations.



### **Project Management**

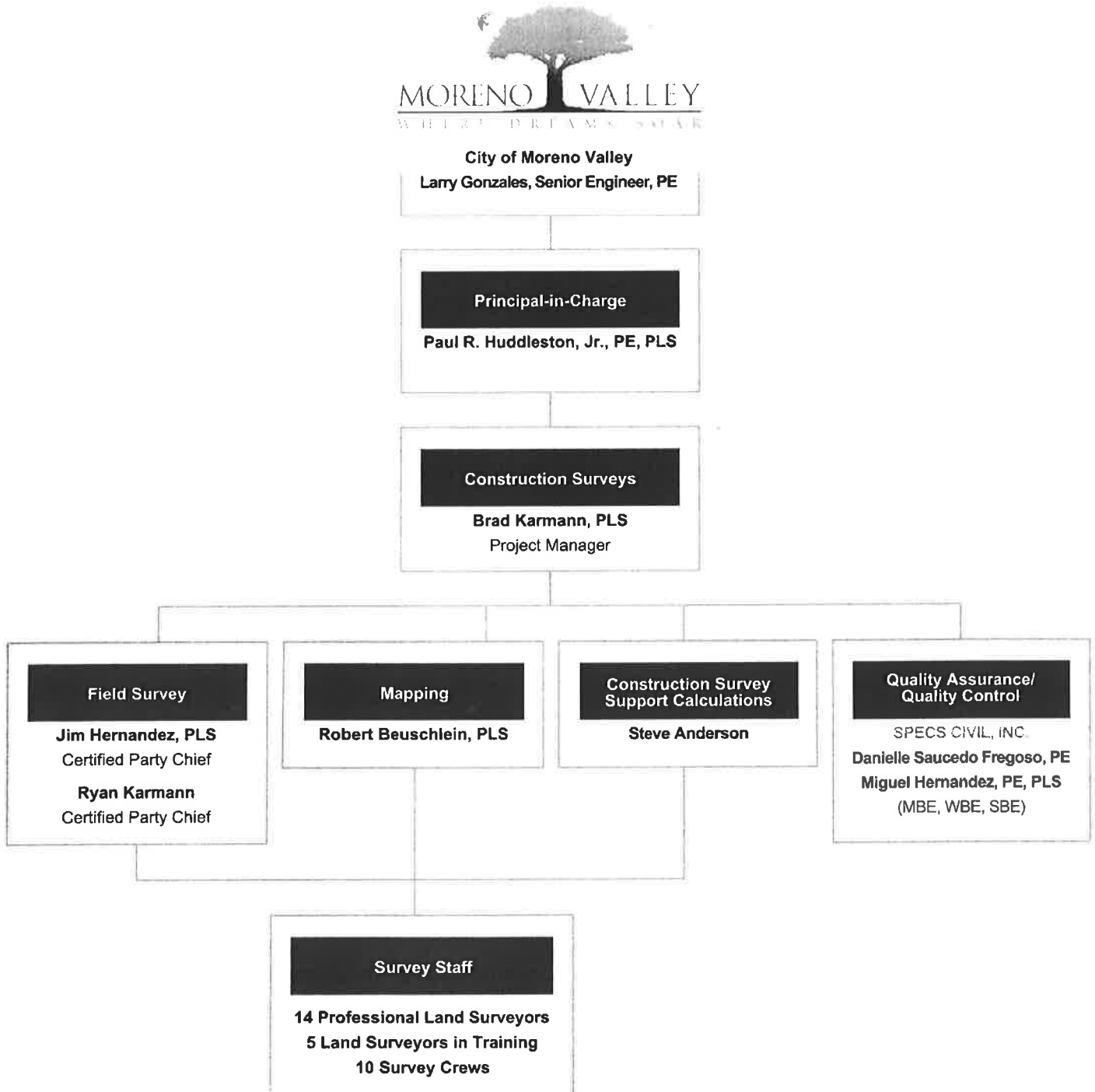
The COMV surveying projects will be continually managed by H&A from a technical and administrative standpoint. Our accounting files will be available for COMV to review monthly. Progress reports will be prepared periodically at COMV directives. All field and meeting notes, suggested COMV and agencies comments neatly and accurately documented and delivered for COMV files. Invoicing and project correspondence will be grammatically correct and thoroughly checked prior to delivery to COMV. H&A, led by Paul R. Huddleston, Jr., PE, PLS, Principal, is very familiar with steering and managing a team of highly qualified professionals. He has appointed Mr. Bradley R. Karmann, PLS, as the Project Manager for this project. Mr. Karmann has over 30 years of land surveying and construction surveying experience and is extremely effective in managing large and small scale projects requiring multi-agency staking requirements, and has the experience to interact professionally with contractors, engineers, inspectors, property owners, and City personnel.

The H&A team for this project will include Mr. Robert Beuschlein, PLS, Mapping Analysis; Mr. Steve Anderson, Construction Survey Support Calculations; Mr. Jim Hernandez, PLS, Certified Party Chief; and Mr. Ryan Karmann, Certified Party Chief. The team will also include Danielle Fregoso, PE, and Mr. Miguel Hernandez, PE, PLS, of SPECS Civil, Inc. (MBE, WBE, SBE), responsible for additional quality control support services. Supported by Mr. Huddleston, PE, PLS, Principal, will ensure that all performed is in accordance with current COMV Guidelines, staking requirements as per the Standard Specifications for Public Works Construction (Green Book); Caltrans standard plans and specifications; City codes, ordinances and standards; EMWD standards; RCFCD standards; and California Occupational Safety and Health Administration (OSHA) construction safety orders.



## Project Team

Below you will find our organization chart showing our team members' names and responsibilities. Our team has extensive experience in surveying projects similar to those required for your improvements. We have included resumes for our key personnel in the Appendix.





## PROPOSAL

FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

## QUALIFICATIONS AND EXPERIENCE



April 19, 2012



## Qualifications and Experience

### Firm Background

Hunsaker & Associates Irvine, Inc. (H&A), established in 1976, is a California Corporation. Our company is a full-service civil engineering firm with headquarters in Irvine and branch offices in Riverside, San Diego, Palm Desert and Los Angeles.

### Staff

H&A has a staff of 125 professional engineers, planners, surveyors, administrative and support personnel including 24 RCE, 7 EIT, 14 PLS, and 5 LSIT. Our strength lies in the company's experience and versatility. Personnel include designers who prepare projects from preliminary concept to construction plans, governmental processors with public sector experience, and project managers skilled in production functions and the art of moving a project through its various stages to completion.

### Professional Services Offered

H&A provides services to both public and private sector clients, including: local, state and federal agencies; residential, industrial & commercial land developers; water districts, municipalities; private land owners; consulting engineering & architectural firms; and contractors. The following describes our major areas of work:

- **Public Works Engineering Services:** Since 1976, H&A has worked with both public and private sector clients to design water and wastewater infrastructure, public roadways, flood control channels and other backbone infrastructure for numerous cities projects throughout Southern California. We provide concise, cost effective, and accurate plans and reviewing of plans for public improvements to local agencies. Our capabilities include transportation infrastructure, water, sewer, and storm drain design; lift station, pump station, and reservoir design; water and sewer master planning; transportation planning and engineering; hydraulic, hydrologic and sedimentation engineering; assessment district engineering; construction engineering management; and re-development agency engineering.
- **Land Surveying and Mapping Services:** Our survey team of licensed land surveyors, field crews, and office support personnel provide a comprehensive range of state-of-the-art surveying for our clients, combining traditional surveying techniques with advanced surveying technology. The mapping department at H&A is staffed with licensed surveyors who have extensive experience with preparation and interpretation of legal descriptions and mapping procedures. Our field crews are staffed with Licensed Surveyors and Certified Party Chiefs with over 12 years experience in construction staking, and are fully equipped with the most sophisticated survey instruments available. Some of our capabilities include boundary & property surveys; bridge, channel, street improvement, and utilities construction staking; A.L.T.A. surveys; topographic and aerial control survey; and GPS surveying.
- **Planning and Environmental Services:** Specific plans; environmental analysis; urban design; master plans; re-use and redevelopment planning; site/land use planning; community planning; general plans; entitlement-to-use processing; regulatory permits; and public information programs.
- **Governmental Relations Services:** H&A's capabilities include entitlement processing; issues management; community outreach programs; public presentations; marketing; project management; development issues and processing project coordination; and negotiations.
- **Related Professional Services:** Computer-aided design and graphics; earthwork quantity cost estimates; cost/quantity estimates; visual analysis and media services; graphic design and illustration; Geographic Information Systems/Land Information Systems; and Automated Mapping/Facilities Management.





## Key Personnel Experience

Key Personnel	Experience
<p><b>Paul R. Huddleston, Jr., PE, PLS</b></p>	<ul style="list-style-type: none"> <li>▪ Over 30 years of experience involved extensively in public works and land development infrastructure civil engineering and surveying</li> <li>▪ Very familiar with development of large Assessment District/CFD projects and significant master planned communities</li> <li>▪ Prominent arterial roadways and highway widenings designed under his management</li> </ul>
<p><b>Brad Karmann, PLS</b></p>	<ul style="list-style-type: none"> <li>▪ Over 35 years of surveying experience on complex projects</li> <li>▪ Has a solid understanding of field construction requirements, which allows for integration of practical construction parameters into the overall project design</li> <li>▪ Experience has included highway projects for Caltrans, roadway improvements for Riverside County, surveys for construction of sewer and water lines for local water agencies and flood control districts, and new and retrofitted solar and energy plants</li> <li>▪ Monumentation, control surveys, topographic surveys, right-of-way surveys, boundary surveys, construction surveys, geodetic surveys, aerial surveys, cadastral surveys, tunnel and mine surveys</li> </ul>
<p><b>Robert Beuschlein, PLS</b></p>	<ul style="list-style-type: none"> <li>▪ Over 20 years of surveying and mapping experience</li> <li>▪ Prepares boundary analysis, Topographic Surveys, Record of Survey maps, Parcel Maps and Tract Maps along with the preparation of legal descriptions and accompanying exhibits</li> <li>▪ Experience in GPS survey methods and data post processing to tie projects into the state plane system</li> </ul>
<p><b>Steve Anderson</b></p>	<ul style="list-style-type: none"> <li>▪ Over 24 years of surveying and mapping experience</li> <li>▪ Survey calculations for multi-facet public agency projects</li> <li>▪ Experience includes residential, commercial, industrial, utility and federal agency projects</li> </ul>
<p><b>Jim Hernandez, PLS</b></p>	<ul style="list-style-type: none"> <li>▪ Over 30 years of surveying experience</li> <li>▪ Experience includes surveys for the construction of energy plants, sewer and water lines for local water agencies and flood control districts, and highway projects for Caltrans</li> <li>▪ Tying/setting monumentation; construction, boundary, topographic surveys; right-of-way surveys; geodetic surveys; and aerial surveys</li> </ul>
<p><b>Ryan Karmann</b></p>	<ul style="list-style-type: none"> <li>▪ Over 14 years of extensive land surveying experience</li> <li>▪ Experience includes surveys for the construction of sewer and water lines for local water agencies &amp; flood control districts, and highway projects for Caltrans</li> <li>▪ Records of survey, topographic surveys, right-of-way surveys, boundary surveys, construction surveys, geodetic surveys, and aerial surveys</li> </ul>
<p><b>Danielle Saucedo Fregoso, PE SPECS Civil, Inc. (UDBE)</b></p>	<ul style="list-style-type: none"> <li>▪ Over 12 years of diversified experience in the land development and public works arenas</li> <li>▪ Successfully manages a number of projects at different phases of development</li> <li>▪ Responsibilities include directing improvement plans, resolving utility conflicts, responding to any issues that may occur in the field, and managing the work of sub-consultants</li> </ul>
<p><b>Miguel Hernandez, PE, PLS SPECS Civil, Inc. (UDBE)</b></p>	<ul style="list-style-type: none"> <li>▪ Over 21 years of experience</li> <li>▪ Over 6 years of his experience being directly applicable to project experiences with CALTRANS</li> <li>▪ Skills performing survey calculations for construction staking of streets, highways, and utilities</li> </ul>



## Relevant Project Experience

We at H&A have an ongoing commitment of providing prompt and accurate surveying and mapping services. Our equipment both for field and office support is continually updated to the highest level of industry technology including the most sophisticated equipment arriving to the engineering market place. This equipment includes, but is not limited to, GPS technology (RTK, CRTN, Static and more) remote total stationing capability and digital level technology. State of the art computer work stations including notebook computers in each survey truck enables our survey crews to send and receive critical field data via wireless modems. This helps in expediting survey data for critical deadlines. Also, each of our survey crews are equipped with radios to maintain continuous contact with the client and home office should a problem arise.

We currently run 3 survey crews from our Riverside office and have available support of 6 crews from our Irvine Headquarters. We also have one of the leading survey mapping departments in the County.

- H&A has been serving the civil engineering and surveying needs of our community for over 35 years.
- H&A currently provides on-call surveying services for the County of Riverside, County of San Bernardino, Orange County Public Works - Flood Control District, City of Irvine, and City of Long Beach.
- H&A possesses a highly educated and dedicated professional civil engineering and land surveying staff with extensive experience to support this project. H&A employees have an average minimum years of service of over 10 years with many employees exceeding 20 years of loyal service; all H&A principals participate in daily personal project management of each project they are responsible for oversight.
- H&A possesses staff member professional groups which specialize in field surveying/construction staking for public works projects, right-of-way analysis, survey mapping, and preparing legal descriptions for design and construction.
- H&A staff possesses solid understanding of construction methods; the Standard Specifications for Public Works Construction (Green Book); Caltrans; City codes, ordinances and standards; EMWD, RCFCD, OSHA agency requirements; and an ongoing commitment to providing accurate and responsive work to provide state of the science surveying services of the highest quality for our clients.

On the following pages are relevant projects and references for your consideration.

## TownGate Crossing, Moreno Valley, CA

250,000 Sq. Ft. Community Retail/Commercial Center



TownGate Crossing, a 250,000 sq. ft. community shopping center, is adjacent to the 1.3 million sq.ft. regional Moreno Valley Mall at TownGate complex which is located near the junction of SR-60 and I-215 in Moreno Valley, California. The center services the communities of East Riverside including Orangecrest, Mission Grove and Canyon Crest as well as the cities of Perris, Hemet, San Jacinto, Redlands, Beaumont and Banning.

The TownGate Crossing center, which is anchored by Lowe's Home Improvement and Circuit City also includes many popular restaurants such as Starbucks, Jamba Juice, Wendy's Qdoba Mexican Grill and Boston's Gourmet Pizza and Sports Bar.

Hunsaker & Associates prepared design concept studies and prepared the preliminary grading design for the project. H&A prepared and processed tentative tract maps and final engineering plans through the City of Moreno Valley and the County of Riverside. Responsibilities included hydrology/drainage analysis, rough grading design, precise grading/parking lot design, backbone street improvements, cost estimating, agency coordination, fire master plans, water quality engineering, SWPPP/WQMP, and **all surveying and construction staking services associated with the development.** The project was also engineered to accommodate a 100-foot wide existing 120-inch California Aqueduct pipeline easement, which splits the site diagonally.

## Stonegate Apartments, Moreno Valley, CA

For Inland Empire Builders between Heritage Way, Memorial Way, Town Circle, and Town Gate Boulevard which is a 33-acre, 552-unit apartment complex. Project scope included preliminary and final engineering and **construction staking** required for the development of the site.



## Moreno Valley Mall @ TownGate, Moreno Valley, CA

*1.3 Million Sq. Ft. Regional Mall*

The Moreno Valley Mall is a shopping mall located on the former site of the Riverside International Raceway. Hunsaker & Associates provided civil engineering and **construction staking** services for this 1,281,000 sq. ft. regional shopping mall developed by Homart Development in the TownGate Development located at the interchange of Route 60 at Day and Frederick Streets. The mall opened in October of 1992 and included 430,000 sq. ft. of gross lease area.



## Moreno Valley Waste Management Facility, Moreno Valley, CA

Preliminary and final civil engineering and land surveying services for a Waste Management Maintenance Facility on the NE Corner of Indian Street & Grove View Road. Prepared and processed three public street dedication documents in Moreno Valley. Street widening necessary due to street improvements related to site improvement for recycling center. Included a 4.3 acre area of construction on the existing Waste Management site and an off-site 5-acre parcel for container and bin storage and vehicle parking. Project included due diligence, site plan, **topographic surveys** required for final design including determination of joint points and invert elevations of sewer and storm drain lines, and **aerial mapping and base maps**, and the preparation and processing of

civil plans with the following City of Moreno Valley Departments: Fire, Building, Public Works, and Eastern Municipal Water District.

**Client:** ET Environmental Corporation, LLC, Buff Winn, PE, (503) 232-9600



**Riverside Pipeline North Distribution System – Inland Feeder Project (SPEC #1349), Highway 60 to Romona Expressway, Moreno Valley, CA**

Hunsaker & Associates was contracted by MWD to provide **surveying** and right of way engineering services for the Northern portion of the Inland Feeder Pipeline Project, a water pipeline that extends through the Redlands area of San Bernardino County in route to the Domenigoni Reservoir in Hemet. Services included survey control; and staking for the construction of ± 45,000 LF of welded steel pipeline, contractors storage and spoil area, access road grading and San Jacinto Creek grading, street improvements (Theodore Street = ± 5,600 LF, Davis Road = ± 31,000 LF, Reservoir

Avenue = ± 800 LF, Orange Street = ± 2,000 LF, and Ramona Expressway = ± 500 LF), storm drain, discharge line, 43 ETS locations, detours, and fencing.

**County of Riverside Transportation Survey Division, Riverside, CA**

Hunsaker & Associates is currently under contract to provide on-call surveying services with the Riverside County. Construction Surveys are performed by licensed professional surveyors or by technicians directly supervised by a licensed surveyor familiar with Subdivision Map Act and agency Ordinances.

**Surveying services** include topographic data collection, monument perpetuation, and construction staking. Project experience includes the Newport Road & Interstate 215 interchange in Murrieta, the Scott Road & Interstate 215 interchange in Menifee, the Limonite Street widening project in Corona Valley, and the Rancho California Road roundabout. Improvement plans are reviewed by office personnel to insure accuracy and help reduce costs.



**Client:** Riverside County, Ed Hunt, (951) 840-8902



**Caltrans 10 Freeway, Pomona, CA**

Hunsaker & Associates has completed the construction staking for providing the surveying services required for Construction with Caltrans, located in the City of Pomona, County of Los Angeles, and State of California.

**Surveying services** include horizontal and vertical control, construction staking for rough grading, utilities relocations, and Topographic surveys for as-built and quantity surveys for the project.

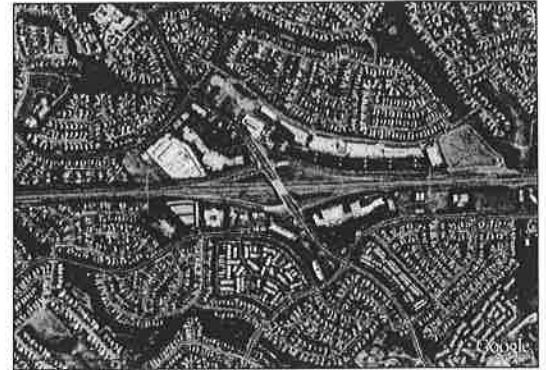
**Client:** Ortiz, Bill Douglas, (949) 232-3286

## **Caltrans I-215 @ Los Alamos Road Interchange, Murrieta, CA**

Hunsaker & Associates provided the surveying services required for the construction of Interstate 215 at Los Alamos Road with Caltrans and the City of Murrieta.

**Surveying services** included control, topographic and staking requirements which included: setting of rough grade stakes for grade control on Los Alamos Road, and Highway I-215, on-ramps and off-ramps, bridge widening which included borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, structures; stakes for the construction of sewer main line structures and service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation and ties; setting of stakes for placement of street light foundation bases; and stakes for utility placement.

**Client:** Skanska, USA, Dwayne Bockman, (951) 684-5360





## I-5 Freeway Interchange Improvements at Jamboree Road – Jamboree Business Centers (Planning Area 10 and Planning Area 10 East)

*Light Industrial Complex (160 Acres)*

H&A provided **construction staking** for the City of Irvine in conjunction with Caltrans freeway bridge and ramp widening at the interchange of Jamboree Road.

H&A also was the Engineer of Record for the Jamboree Business Center and Jamboree Business Center East Light Industrial Master Plan Developments which borders the Jamboree/I-5 Freeway Widening project. H&A provided all **boundary surveys**, final mapping and grading/infrastructure staking for these two significant projects which encompasses over 160 acres of land. Both projects are directly adjacent to the I-5 Freeway. H&A's mapping efforts required overall boundary surveying; Caltrans right-of-way verification, and securing encroachment permits approvals with State of California Caltrans District 12.

**Overall infrastructure surveying** included mass rough grading, Michelle Drive bridge widening, a new Harvard bridge crossing Peters Canyon Wash channel, Myford Road widening including over a mile of interior roadways paving requiring backbone sewer, water and storm drain infrastructure and ultimate El Modena OCPW Flood Control Channel improvements.

**Location**  
Irvine, CA

### Scope of Work I-5 at Jamboree Interchange Widenings - 2011

- Pre- and Post-construction Records of Survey
- Layout/Widening/Sawcut Staking
- Street/Storm Drain/Retaining Wall Staking
- Water/Traffic Equipment Modifications Staking

### Client

City of Irvine  
6427 Oak Canyon  
Irvine, CA 92618  
Ms. Uyenly Bui, Sr. Project Manager  
(949) 724-7559

### Scope of Work PA-10 Projects

- Boundary Survey/Caltrans I-5 R/W Tie-in
- Construction Staking: Mass Grading, Arterial Street Widening/Interior Infrastructure Improvements
- Michelle Drive Bridge Widening/New Harvard Bridge Staking
- El Modena Flood Channel Staking
- Survey Control/Aerial Mapping

### Client

Irvine Company  
c/o Jamie Yoshida, VP Engineering  
(949) 720-2702

### Agencies

City of Irvine  
Mark Carroll, City Engineer  
1 Civic Center Plaza  
Irvine, CA 92623  
(949) 724-6410

County of Orange Flood Control  
Robert Young, PE  
300 North Flower, 7th Floor  
Santa Ana, CA 92703  
(949) 834-5060



### **Caltrans - Winchester Road (SR 79), Temecula, CA**

Hunsaker & Associates completed the **construction staking services** necessary for the completion of Winchester Road, for Community Facilities District 88-4, County of Riverside. Staking requirements included: Setting of rough grade stakes for grade control on Calistoga Drive, Commerce Court, Townview Avenue, and borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, structures and ABM ditches; stakes for the construction of sewer main line structures and service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation and ties; setting of stakes for placement of street light foundation bases; and stakes for utility placement.



**Client:** Riverside County, Brian Hess, Retired

### **Dillon Road Separation, Coachella, CA**

Hunsaker & Associates completed the **surveying services** required for the Dillon Road Grade Separation Project, located in the City of Coachella, State of California.

Staking requirements included: Setting of rough grade stakes for grade control on Dillon Road, and borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, structures; stakes for the construction of sewer main line structures and service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation and ties; setting of stakes for placement of street light foundation bases; and stakes for utility placement.



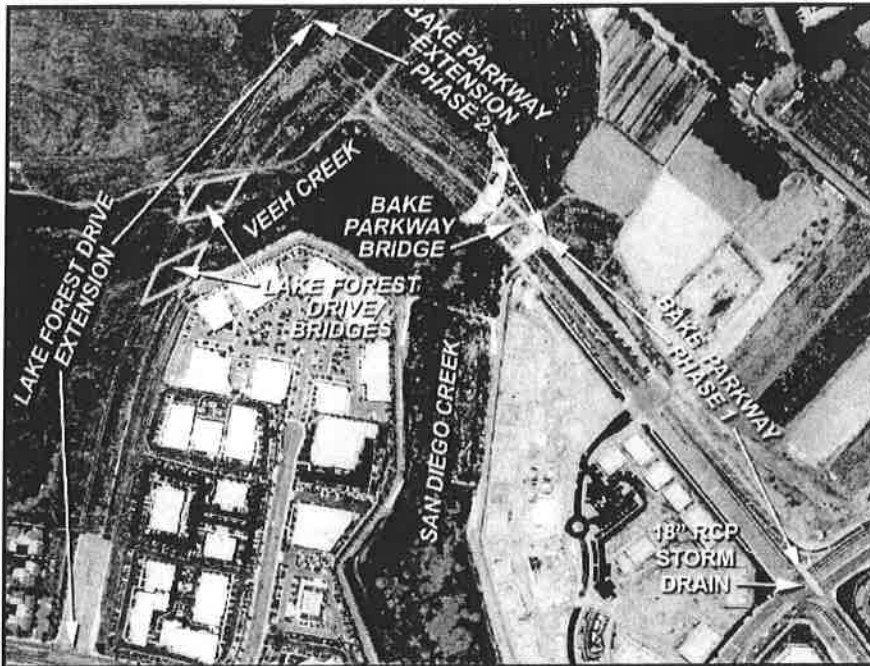
### **Bear Valley Road Enhancement Project, Victorville, CA**

Hunsaker & Associates Irvine, Inc. completed the contract to providing the **surveying services** required for the Bear Valley Road Enhancement Project, located in the City of Victorville, State of California.

Staking requirements included: Setting of rough grade stakes for grade control on Bear Valley Road, rough grade control for drainage areas; storm drain stakes for mains, laterals, structures; stakes for the construction of sewer main line structures and service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications.







**A.D. 87-8 Irvine Spectrum 5  
Bake Parkway/Lake Forest Drive Roadways  
Extension, Irvine, CA**

*Primary Arterial Roadway Extensions, 3 Bridges and Creeks  
Drainage Channel Crossings, 66 KV SCE Lines Relocation*

Hunsaker & Associates is the Assessment District Engineer for the City of Irvine A.D. Roadways Extension project. Phase 1 segment from Irvine Center Drive intersection to San Diego Creek was built in 2007 and Phase 2A grading for 66 KV SCE power lines relocation was completed in 2008. Phase 2 A.D. project improvements will begin construction in summer 2011. H&A provided all project **design surveys and topography locations for the overall project** which consists of 0.8 miles of roadway extensions, 3 new bridges and ultimate flood control channel improvements for Veeh Creeks and San Diego Creeks. H&A furnished potholing locations for over 30 locations of major 24", 42" and 60" water mains traversing the site. H&A also provided **all construction grading and infrastructure staking** for Phase one 0.25 mile Bake Parkway Road Extension.

**Location**  
Irvine, CA

**Scope of Work**

- Title Analysis/Constraints Map
- Pre-construction Record of Survey
- Design Survey/Extensive Infrastructure Potholing
- Survey Control/Topography Mapping
- Construction Staking: Mass Grading, Street Infrastructure, 24" Water Line Relocation
- Sensitive Habitat Locations

**Client**

Irvine Company  
c/o Jamie Yoshida, VP  
Engineering  
(949) 720-2702

**Agencies**

City of Irvine  
Mark Carroll, City Engineer  
1 Civic Center Plaza  
Irvine, CA 92623  
(949) 724-6410

County of Orange Flood Control  
Robert Young, PE  
300 North Flower, 7th Floor  
Santa Ana, CA 92703  
(949) 834-5060

Southern California Edison  
Mike Kietz, Transmissions  
Engineer  
1327 S. Grand Avenue  
Santa Ana, CA 92705  
(714) 973-5414  
Buena Park, CA 90622  
(714) 562-3685  
nhenein@buenapark.com

## **ADDITIONAL RELEVANT PROJECT EXPERIENCE**

Hunsaker & Associates, Inc. has chosen the following project to represent Public Works roadway and infrastructure project experience. Each project demonstrates Hunsaker & Associates' ability to successfully manage and complete multi-faceted projects.

### Highways, Roads and Bridges

**Interstate 10, City of Pomona, CA** – Completed the construction surveying required by CALTRANS for Ortiz Construction, including horizontal and vertical control, construction staking for rough grading, utility relocations, and topographic surveys for as-built and quantity surveys.

**Interstate 215 @ Los Alamos Road Interchange - (0.5 Miles), Murrieta, CA** - Contracted with CALTRANS and Yeager/Skanska to provide surveying services, including control, and topographic and construction surveys for rough grade, storm drain, retaining walls, and bridge widening.

**Interstate 15 @ Malaga and Mission Trail Intersection Widening, Lake Elsinore, CA** – The project consisted of the widening of the Mission Trail intersection and Malaga Road approach to Interstate 15, which was required by CALTRANS and the City of Lake Elsinore for a future HOV lane access. The project included the relocation of utilities, storm drain, and water lines.

**Winchester Road (SR79), Murrieta, CA** – Hunsaker & Associates provided services for Lennar Homes, in conjunction with the City of Murrieta and CALTRANS (State Highway 79), for a Secondary Highway 88' wide, including widening design, dry utility relocation, dry utility undergrounding and environmental assessment work. Also provided the construction staking services necessary for the completion of Winchester Road, for Community Facilities District 88-4, County of Riverside. Staking included: Setting of rough grade stakes for grade control on Calistoga Drive, Commerce Court, Townview Avenue, and borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, structures and ABM ditches; stakes for the construction of sewer main line structures & service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation & ties; setting of stakes for placement of street light foundation bases; & stakes for utility placement.

**Jamboree Road, New Myford, Tustin Ranch Road, Irvine Boulevard, Santiago Canyon Assessment District, Tustin, CA** – Construction staking for 10 miles of arterial highway per CALTRANS design criteria and Cities of Tustin and Orange standards. Grading for these streets entailed 3 million cys. for excavation. H&A staked over 4 miles of RCP storm drain per County of Orange criteria. H&A also coordinated with Municipal Water District of Orange County for the relocation of water facilities along their 84" and 54" waterlines in the area; coordinated with Irvine Ranch Water District and Los Alisos Water District for their 54" waterlines; and the relocation of approximately 2,000 LF of 21" and 24" waterlines for East Orange County Water District.

**Highway 395, Victorville, CA** – Provided surveying services for the development of Tract 17292. Due to the proximity of the project to Highway 395, staff coordinated with CALTRANS to provide cross-sections and off-site street improvements, including street, sewer, water, and storm drain.



**Route 12 – Park Boulevard, Joshua Tree National Park, CA** – For the Federal Highway Administration, in conjunction with the Vance Corporation, provided surveying services, including setting of rough grade stakes for grade control on Keys Road; and borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, and structures; stakes for the construction of curb and gutter improvements; rough grade certifications; as-built improvement topographic surveys; and stakes for retaining walls.

**Alameda Corridor – East Avenue and Reservoir Street Grade Separation, Pomona, CA** – Contracted with Ortiz Construction for the Alameda Corridor-East Construction Authority, to provide construction surveying services, including horizontal and vertical control, construction staking for rough grading, ballasts, rails, utility relocations, and bridges for new railroad improvements and the undercrossing. Also included topographic surveys for as-built and design surveys.

**Dillon Road Separation, Coachella, CA** - Contracted by Skanska USA to provide surveying services including: Setting of rough grade stakes for grade control on Dillon Road, & borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, structures; stakes for the construction of sewer main line structures and service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation and ties; setting of stakes for placement of street light foundation bases; and stakes for utility placement.

**Bear Valley Road Enhancement, Victorville, CA** – Contracted by Skanska USA to provide construction surveying, including setting of rough grade stakes for grade control on Bear Valley Road; rough grade control for drainage areas; storm drain stakes for mains, laterals, and structures; stakes for the construction of main line structures and service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation and ties; setting of stakes for placement of street light foundation bases; and stakes for utility placements.

**State Highway 74 Widening, Lake Elsinore, CA** – Worked with the City of Lake Elsinore and CALTRANS for a Major Highway 132' widening, including widening design, dry utility relocation, dry utility undergrounding and environmental assessment work.

**Archibald Boulevard Widening, Corona Valley, CA** – Worked with the County of Riverside for an Arterial Urban Highway 134' widening, and RBB&D program street, including widening design, dry utility relocation, dry utility undergrounding and environmental assessment work.

**Irvine Center Drive, Irvine, CA** – For the Irvine Company and the City of Irvine, provided services for the extension of Bake Parkway through the intersection with Irvine Center Drive. It required the widening of the southbound approach of Irvine Center Drive to provide a third through lane, a bike lane, and a free right turn lane with a crosswalk island to protect pedestrian movements. H&A performed a half street cross-section survey of Irvine Center Drive, completed an analysis of the street cross-section data and intersection detail, and prepared final improvement plans.

**County of Riverside Transportation – Survey Division, Riverside, CA** – Currently under contract to provide on call surveying services to Riverside County. Survey services include topographic data collection, monument perpetuation, and construction staking.



## Heavy Construction - Pipelines and Channels

**Morongo Basin Pipeline Project, San Bernardino County, CA** - This project was initiated by the Mojave Water Agency in order to bring water from the California aqueduct to the Morongo Basin. The pipeline extends 72 miles through the Mojave Desert, from Hesperia to Twentynine Palms. This project affects two cities, three unincorporated towns, as well as Federal, State County and private lands. The project crosses and/or parallels State Highways 18 and 247 and required the recovery and survey of over 500 cadastral corners. Utilized Global Positioning System (GPS) technology and state-of-the-art conventional equipment to establish horizontal and vertical control along the project alignment for photogrammetric and cadastral purposes. Geological evaluation sites were also controlled throughout the alignment.

**EMWD Whitewood Gravity Sewer Pipeline, Murrieta, CA** – Prepared the initial feasibility study and provided a field survey to develop the entire gravity sewer system design including establishing field control and providing pick up topography field shots of existing culture (including driveways), dry utilities (gas, telephone and electric lines), existing storm drains, water lines and sewer facilities along the proposed alignment to identify any possible conflict.

## **ADDITIONAL REFERENCES**

### ***Caltrans – District 8***

Carlos Camarillo, Chief, Land Surveys; (909) 383-6402  
464 W. Fourth Street, 6<sup>th</sup> Floor, San Bernardino, CA 92401

### ***County of Riverside Transportation/Survey Division***

Ken Teich, County Surveyor; (951) 955-6734  
4080 Lemon Street, 8<sup>th</sup> Floor, Riverside, CA 92501

### ***Eastern Municipal Water District***

Armando Arroyo, PE; (951) 928-3777 ext. 4313  
2270 Trumble Road, Perris, CA 92570

### ***Skanska USA***

Dowayne Bockmann, Ron Leach; (951) 684-5360  
1995 Agua Mansa Road, Riverside, CA 92509

### ***Granite Construction***

Mark Michalak; (760) 578-3152  
2095 Highway 111, El Centro, CA 92243

### ***Ortiz Enterprises***

Mike Bradshaw; (949) 753-1414 ext. 107  
6 Cushing, Suite 200, Irvine, CA 92618



## PROPOSAL

FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

## STAFFING PLAN



April 19, 2012



## Staffing Plan

Our surveying/mapping staff is keenly aware of the key element surveying plays in successfully completing a construction project. We understand the importance of teamwork, accuracy and responsiveness to the City's time constraints. We have evaluated our workload, both current and anticipated, for all of our key members and we can assure the City that we have the capacity to perform the requested services according to the proposed schedule.

**H&A has designated this City of Moreno Valley project as a priority project.** A 48-hour response time will be strictly adhered to for all City survey requests.

H&A has a staff of 125 professional engineers, planners, surveyors, administrative and support personnel, including 24 RCE, 7 EIT, 14 PLS, and 5 LSIT. For each specific project we define team performance not only by meeting guidelines and budgets, but also by anticipating and providing timely and cost effective solutions while never yielding quality.

We currently run 6-9 survey crews from our Riverside and Irvine offices with the equipment and key personnel available to grow up to 12 or more crews without much effort. We also have a calculation department with the ability to dedicate multiple key personnel to this project.

- H&A has been serving the surveying/civil engineering needs of our community for over 35 years.
- H&A possesses a highly educated and dedicated professional land surveying and civil engineering staff with extensive experience to support COMV projects. H&A employees have an average minimum years of service of over 10 years with many employees exceeding 20 to 30 years of loyal service; all H&A principals participate in daily personal project management of each project they are responsible for oversight and steering.
- H&A staff applies years of practical construction surveying experience and proven staking approach with results of construction knowledge and accuracy for each new project to continue our tradition of innovation, efficiency of construction surveying time usage and meeting our clients scheduling goals and objectives.
- H&A possesses staff member professional groups which specialize in field surveying/construction staking, planning/entitlement, survey mapping, and major construction of public works projects.
- H&A staff possesses solid understanding of current local and state agencies requirements and utilization of appropriate standards and specifications for the construction staking of this project.
- The H&A safety program helps our employees to stay safe and aware of their surroundings for preventive injuries.
- H&A will be utilizing SPECS Civil, Inc. – UDBE – for additional quality control associated with the City of Moreno Valley's Perris Boulevard Widening Project. They will be overseen by Paul R. Huddleston, Jr., PE, PLS, Principal of H&A.



**PROPOSAL**  
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

**WORK PLAN AND SCHEDULE**



April 19, 2012



## Work Plan and Schedule

### Work Plan

It is H&A's understanding that the purpose of this Request for Proposal is to provide complete Construction Surveying Services for the Perris Boulevard Widening Project.

H&A is fully capable of providing the construction surveying services utilizing experienced personnel that are trained in surveying layout for construction of public works improvements, and possess a solid understanding of construction methods; the Standard Specifications for Public Works Construction (Green Book); Caltrans; City codes, ordinances and standards; EMWD, RCFCD, OSHA agency requirements; and an ongoing commitment to providing accurate and responsive work to provide state of the science surveying services of the highest quality for our clients.

A pre-construction meeting with Contractor and the City inspector will determine the exact plan of action and will clearly define project milestone goals, tasks, and deliverables for completing the project within the City's desired timeline. We will provide the necessary qualified personnel for the duration of the project.

Hunsaker & Associates, Inc. (H&A) has outstanding field surveying and survey mapping/right-of-way engineering experience along with the extensive expertise needed for the upcoming improvement project to be directed by the City of Moreno Valley (COMV). H&A will become a valuable partner to the COMV, as we will demonstrate further in the project references section of this proposal, H&A has vast experience over our 35 years of professional civil engineering service in the necessary surveying areas outlined in this RFP. H&A not only has the valuable experience needed but also the committed manpower (multiple crews) and professional staff diversity which is essential to be able to conquer any field or office related survey task COMV may encounter requiring professional survey/mapping experience.

We at H&A have an ongoing commitment of providing prompt and accurate surveying and mapping services. Our equipment both for field and office support is continually updated to the highest level of industry technology including the most sophisticated equipment arriving to the engineering marketplace. This equipment includes, but is not limited to, GPS technology (RTK, CRTN, Static and more), remote total station capability and digital level technology. State of the art computer workstations (Microstation capabilities) including notebook computers in each survey truck, enables our survey crews to send and receive critical field data wirelessly. This expedites the flow of survey data in order to meet critical deadlines. Also, each of our survey crews are equipped with cell phones to maintain continuous contact with our clients and home office, should a problem arise or to receive special directives.

H&A has over a dozen Licensed Surveyors. These multiple offices enable H&A to dedicate as many field crews and key personnel as necessary to accommodate the COMV project.

### **Project Initiation by COMV**

Upon notification from COMV to proceed with a new Contract assignment, H&A staff will meet with the COMV Surveying Department Staff (and other departments as necessary) to review the scope of the project assignment. The extent of the project area and COMV goals will be reviewed.





### **Consultant Duties / Field and Office Surveying**

- PM and Party chief to review and thoroughly understand all the contract documents, including construction drawings.
- Pre-job Meetings with the Contractor, City PM and any other EMWD, County Agency, Caltrans prior to start of construction, field meetings, construction weekly meetings any other meetings as necessary.
- Research records for the primary control network to provide high quality survey control and to set the secondary control network for the construction staking.
- Project Manager communication with the City PM/CM/RE on a regular basis and determine the remaining project budget vs. remaining project work on a monthly basis.
- Project deliverables; including, but not limited to, Cut-sheets with 11 x17 field plots with station and road lines of what we are staking for Inspector and contractors use, photos of items staked, or any problem areas.
- Timing of project/schedule milestones will be up to the contractor.
- Assist in the negotiation of change orders as requested by the City.
- Provide labor compliance reports and certified payroll.
- Determined if the Project Plans match the existing conditions in the field at the joins or the daylight conditions during the staking prior to construction.
- Determine requirements of any safety conditions.
- Setup of field crews with reconnaissance instructions and all necessary data for monumentation recovery and preservation, including corner records.
- Setup of field crews with instructions to stake and indentify street stations along centerline at 50' intervals for ready reference throughout the project.
- Setup of field crews with instructions within 24 hours of written survey request for items to be staked.
- Setup of Office Calculations for the field staking per the survey request. Prepare survey cut sheets with 11x17 plots with road lines and stations to be used for the staking
- Once survey stakes have been place, all data will be downloaded and process for quality control by our Project Manager, Principal-in-Charge, and UDBE consultant. Will be notified as soon as possible if something was staked wrong.
- Weekly tailgate safety meeting for field crews.
- Hardhats and safety vest will be worn on this project.
- Communication with Party Chief and inspector on a daily basis when on the project.

## Project Schedule Steering / Maintenance

H&A is a cooperative team member. We fully understand that specific project schedules and “milestones” will be identified on this project by the Contractor and the City inspector. By keeping the lines of communication open with all team members, H&A will be able to target critical deadlines and make sure they are realized by providing accurate and timely professional surveying services.

The project schedule is an ongoing matter of high importance on any project large or small. H&A has successfully implemented proven methods to accompany our ongoing project management which continually track our survey team efficiency performance and maintain the ability to stay on schedule including:

- Attending regularly scheduled staff meetings and client/agency coordination/steering meetings while presenting progress work summaries en-route to project milestone achievements identified on the project master schedule.
- Preparation of cut sheets and re-calculations of client directives.
- Ongoing identification of potential project obstacles/discovery of unforeseen matters and recommendation of appropriate actions/responsibilities for resolution to stay on schedule.
- Developing a thorough understanding of all project conditions and existing infrastructure associated with the project.
- Close tracking of monthly work progress man hours categorized per scope tasks and monitoring of contractual budget limits.
- Full utilization of each professional’s experience assigned to the project obtaining the benefit of the individual years of working with similar related projects to implement optimum solutions early on.
- Implementation of “in-house” quality assurance/quality control procedures under the ongoing supervision of H&A’s Principal-in-Charge.

It should be noted that following the above project management/scheduling procedures has provided H&A with an excellent history of steering and keeping our projects on schedule. Should unforeseen matters arise that retard anticipated project’s progress, H&A can readily rectify time delays by implementing the following:

- Early recognition through review of plans and pre-staking calculations that special efforts are necessary to “get back on schedule.”
- Assign additional skilled personnel from our experienced staff to the project team to assist with tasks critical to regaining project required timeline progress.
- H&A project management will authorize overtime work for project staff assigned to city project to regain and meet desired scheduling timelines. Note: H&A does not change our billing rates to our clients for any overtime hours worked (i.e. no additional charge for overtime efforts).
- COMV will be promptly notified of any project impedance beyond H&A’s control that is beyond anticipated project work scope and will provide detailed description of suggested remedies/actions to the COMV to address any such impedance.



Brad Karmann, PLS, Survey Department Manager and Project Manager, will coordinate all field survey requests with the City of Moreno Valley's project manager and confirm that improvement plans, survey research, calculations and analysis are sufficient to perform the requested task. Hunsaker and Associates employs and equips over 9 survey crews and can commit to the 48 hour notice to proceed and can commit to maintaining crew or crews as needed, throughout the duration of the project.

Brad Karmann will also coordinate with field crews Safety Tailgate Meetings to conform to health and safety practices, including complying with all applicable OSHA standards and all other federal, state and local ordinances and regulations pertaining to a particular project.

Brad Karmann will assign the "Staking Request" to the office support surveyor(s) and field crews from our Riverside Office. Construction Surveys, including but not limited to; attend pre-construction meeting; tie-out, reset and set monuments; Survey Control, Saw Cut Lines, Rough Grades, Finish Grades, Fencing, Bridge Structures, Channels, Water, Sewer, Storm Drain, Reclaimed Water Lines, Drainage Boxes, Signals, and Project Administration, Office Calculations, plus submit all original survey notes to the City.

Note: Hunsaker & Associates employs survey party chiefs who have been formally trained in performing surveys through the International Union of Operating Engineers, Local 12, Apprenticeship Program & Party Chief Program. H&A employs chainmen who also belong to the same union. Our surveying personnel are compensated at prevailing wage scales accordingly.



**PROPOSAL**  
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

**QUALITY CONTROL ASSURANCE**



April 19, 2012



## Quality Control Assurance

For quality control assurance, Brad Karmann, PLS, Project Manager; Paul R. Huddleston, Jr., PE, PLS, Principal-in-Charge; and SPECS Civil, Inc. (UDBE) will all have a hand in quality control. SPECS Civil, Inc. will be working from Hunsaker & Associates' Riverside office so that the communication and interaction are immediate.

For each project, a Quality Assurance Coordinator is assigned for the duration of the project. Standard quality control measures are divided into equipment testing and adjustment, maintaining surveying accuracy, and internal procedures.

Hunsaker & Associates' field surveys data collects all staking into an ASCII file. SPECS Civil, Inc. will process the ASCII file into the base drawing and check the staking against the lines, structures, etc. to see if the stakes were placed in the correct locations. If a stake is out of position, Brad Karmann, PLS, Project Manager, will be notified to have the stake corrected before the construction begins. SPECS Civil, Inc. will be doing this on a regular basis each day that H&A is in the field.

H&A will also do field checks with distance ties and elevation checks at the end of each day. After staking, cut sheets will be checked by the chainman each day. Control will be checked in the area of staking before staking will begin. All instruments are periodically checked and adjusted if needed.

Office pre-calculations will catch any errors on the plans and will notify the City. This will prevent the survey crew from using incorrect information.



## PROPOSAL

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Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

## ADDITIONAL RELEVANT INFORMATION



April 19, 2012



## Additional Relevant Information

We have reviewed the City's Request and are confident that we have the qualified personnel and resources for successful completion of the project.

### DBE Goals

H&A understands that DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. We would like to assure the COMV that we will 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. H&A shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

We have assembled a very qualified team to provide construction survey services to the City. One of our key members is SPECS Civil, Inc., a UDBE (underutilized disadvantage business enterprise) / DBE, MBE, WBE, SBE. We have worked together on similar projects in the past and have formed an incredible working relationship. For the Perris Boulevard Widening Project, SPECS Civil, Inc. will be working out of our Riverside office, responsible for quality control and assurance in support of the Principal-in-Charge and Project Manager.

### Survey Equipment

- Our survey crews are fully supported by a team of licensed surveyors in the office. Our office support team utilizes AutoCAD Land Desktop and Civil 3D providing most of the field calculations for the survey crews.
- Each field crew is supplied with a laptop computer equipped with AutoCAD Land Desktop and Civil 3D to complement the survey calculations supplied by the office support team. Our survey crews are also provided with proprietary programs and spreadsheets designed to perform everyday surveying tasks with the highest degree of accuracy and efficiency. All computers have wireless broadband internet service for sharing data with our office and consultants.
- We utilize current industry standard sophisticated terrestrial and geospatial survey equipment, including the use of multiple Real Time networks:
  - ◇ Leica 1200 & 500 GPS (Global Positioning System) for static and kinematic surveying (16 sets consisting of base and rover)
  - ◇ Trimble robotic & reflectorless total stations (26 instruments)
  - ◇ Leica DNA series digital levels (7 levels)
  - ◇ Real Time Kinematic (RTK) networks
    - Orange County Real Time Network (OCRTN)
    - California Real Time Network (CRTN)
    - Leica Spider Network
  - ◇ Leica Geo Office software for GPS and precise leveling processing
  - ◇ Star\* Net least squares adjustment software for geospatial, terrestrial and leveling networks



## Insurance

Pursuant to your request, this section contains a description of insurance coverage for Hunsaker & Associates as the prime respondent, including types of coverage and policy limits, deductible, exclusions, and outstanding claims.

Hunsaker & Associates Irvine, Inc. will secure and maintain throughout the Contract the following types of insurance:

General Liability.....	\$ 2,000,000
Personal Injury .....	\$ 1,000,000
Auto Liability .....	\$ 1,000,000
Professional Liability .....	\$ 2,000,000
Valuable Papers.....	\$ 1,850,000

Sample General Liability and Professional Liability Certificates of Insurance are attached. Prior to the commencement of performance of services, project specific Certificates will immediately be forwarded to the City of Moreno Valley directly from our insurance carrier. They will provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City.

Hunsaker & Associates Irvine, Inc. shall maintain such insurance from the time we commence performance of services until the completion of such services.





## PROPOSAL

FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR  
PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B"  
TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

## SUBCONSULTANT'S QUALIFICATIONS



April 19, 2012



## Sub-Consultant's Qualifications

As noted in the Request for Proposal, Hunsaker & Associates will ensure that DBE's and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and will take all necessary reasonable steps for this assurance.

Hunsaker & Associates acknowledges and understands that we will not be allowed to change the subconsultant without written permission from the City.

For the City of Moreno Valley's Perris Boulevard Widening Project, we have selected SPECS Civil, Inc. as a Sub-Consultant and they are ready to take on their respective task. They are well known in the industry and have the experience necessary to provide quality results. A description of SPECS Civil, Inc.'s qualifications follow.



SPECS CIVIL is a professional services firm focused on providing clients with quality cost effective solutions on civil engineering and surveying projects. As a minority and woman owned business certified by the California Unified Certification Program (CUPC) as a Disadvantage Business Enterprise (DBE ID#39104), the firm is also considered Underutilized or a UDBE. Our creative involvement in this project will help the City meet its overall Annual Anticipated DBE Participation Level (AADPL).

SPECS Civil has partnered with Hunsaker because we share a commitment of providing service of the highest integrity to our clients. As past Hunsaker and Associates employees, we are also well informed of the latest surveying technologies being used by their office and have agreed to work from their space to ensure there is continuity in all our survey work. These will be added values we bring to the project so that the city can benefit from our participation without the heartache of an additional coordination level.

SPECS CIVIL will perform all quality control and quality assurance tasks required for the Perris Boulevard Widening Project (PROJECT NO 11-41570125). We will work with Hunsaker's staff under the responsible charge and direct supervision of Brad Karman to ensure prompt and accurate results.

Our qualifications and references as applicable to the project are summarized in the enclosed resume. We do not expect our Vice President who is personally vested in the company to need relief therefore additional resumes were not included and his position as it relates to this project has been defined in the Resource Allocation Matrix. As a sub-consultant to Hunsaker, our utmost intention will always be to document and provide results that are satisfactory to the City of Moreno Valley. We also intend to adhere to all local laws, regulations, and statements that are part of the RFP and/or in this proposal.

At SPECS CIVIL we recognize our clients need for performance, communication, and adaptability. We also believe the most important asset we have as a company and as individuals are our credibility and will let this philosophy guide our actions in providing modern survey services that will meet your project challenges.

SPECS CIVIL is a professional services firm focused on providing clients with quality cost effective solutions on civil engineering and surveying projects. As a minority and woman owned business certified by the California Unified Certification Program (CUPC) as a Disadvantage Business Enterprise (DBE ID#39104), the firm is also considered Underutilized or a UDBE. Our creative involvement in this project will help the City meet its overall Annual Anticipated DBE Participation Level (AADPL).

Miguel Hernandez, PE, PLS  
Vice President



## **SPECS Civil, Inc.**

SPECS Civil, Inc. (SCI) is a professional services *UDBE (MBE, WBE, SBE)* firm established in 2010 and is focused on providing clients with quality, cost effective solutions on civil engineering and surveying projects. SCI are committed to the highest integrity possible and in depth knowledge of today's technologies which are added values they bring to clients.

SCI's professional land surveyors have experience with highway projects for CALTRANS including records of survey, topographic surveys, construction staking and right of way. These CALTRANS projects include bridge widening, grade separations and railroad crossings. Their surveyors have also worked on railroad projects for Union Pacific Railroad which included establishing horizontal and vertical control, construction staking for rough grading, ballast, rails, utilities relocations and bridges.

### **Reference:**

Renee Berlin, Executive Officer, TDI; (213) 922-3035  
Metro: One Gateway Plaza, Los Angeles, CA 90012-2952

<b>Projects:</b>	I-405 Sepulveda Pass Widening - Los Angeles Construction cost of ± \$1.03 billion Miguel A. Hernandez, PLS/PE Value of participation \$360,000	Kraemer Grade Separation - Anaheim Construction cost of ± \$1.5 million Danielle Fregoso, PE Value of participation \$105,000
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### **Key Personnel:**

#### **Danielle Saucedo Fregoso, P.E.**

Mrs. Fregoso is a registered professional engineer in California with more than 12 years of diversified experience in the land development and public works arenas. Prior to forming SPECS CIVIL Mrs. Fregoso was a project manager for Hunsaker & Associates for over 6 years where she was able to successfully manage a number of projects at different phases of development. She also functioned as an associate project manager at PBS&J for over 5 years. Her responsibilities included directing improvement plans, resolving utility conflicts, responding to any issues that may occur in the field, and managing the work of sub-consultants. She is currently obtaining her civil engineering license for the states of Nevada and Arizona in anticipation of interstate projects. As a project manager, the clients of SPECS CIVIL will enjoy her personality and dedication to her project assignments.

#### **Miguel Angel Hernandez, P.L.S., P.E.**

Mr. Hernandez has been dedicated to the profession of surveying and engineering since 1990, with over 6 years of his experience being directly applicable to project experiences with CALTRANS. Prior to embarking on the formation of SPECS Civil, he developed his skills performing survey calculations for construction staking of streets, highways, and utilities. His combined proficiency in land surveying and civil engineering will make him a valuable asset for this project. As an office surveyor, he will be helpful in completing all calculations so that they are timely and correctly coordinated with the approved plans, standards, and applicable specifications. When critical deadlines need to be met, his communication skills will prove invaluable for coordinating work involving the City of Moreno Valley, CALTRANS, EMWD, RCFCD, contractor, engineers, and other consultants. Miguel's dedication and amity for his career will greatly improve the probability for having a successful project.



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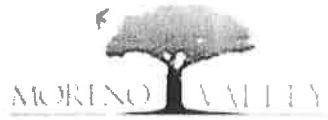
## APPENDIX



April 19, 2012



## Appendix



## Professional Resumes of Key Personnel



## Professional Resume

### Paul R. Huddleston Jr. P.E., P.L.S.

*Principal-in-Charge*

#### Credentials:

BS Cal Poly, Pomona California, 1979, Civil Engineering  
California, 1994, California Licensed Surveyor No. 7083  
California, 1998, Registered Civil Engineer No. 58020

#### Professional Experience:

Mr. Huddleston has over 30 years of civil engineering experience. He has served as Project Manager for numerous projects throughout Southern California. His career has focused on water and sewer system design, site engineering grading, infrastructure design and improvements, and site surveying.

#### Project Experience:

**Moreno Valley Mall @ TownGate, Moreno Valley, CA – (Principal-in-Charge)** - Provided civil engineering and **construction staking** services for this 1,281,000 sq. ft. regional shopping mall developed by Homart Development in the TownGate Development located at the interchange of Route 60 at Day and Frederick Streets. The mall opened in October of 1992 and included 430,000 sq. ft. of gross lease area.

**State Highway 74 Widening, Lake Elsinore, CA – (Principal-in-Charge)** – Worked with the City of Lake Elsinore and CALTRANS for a Major Highway 132' widening, including widening design, dry utility relocation, dry utility undergrounding and environmental assessment work.

**Highway 395, Victorville, CA – (Principal-in-Charge)** – Provided surveying services for the development of Tract 17292. Due to the proximity of the project to Highway 395, staff coordinated with CALTRANS to provide cross-sections and off-site street improvements, including street, sewer, water, and storm drain.

**Ramona Expressway Improvements, San Jacinto, CA – (Principal-in-Charge)** - Hunsaker & Associates' responsibilities for this project included the widening of 2,500 LF of existing Ramona Expressway, Route 79 from an existing 2-lane (one lane each direction) to 2 lanes in each direction and left turn pockets at the intersection with Potter Road. The widening varied from 0' to 50' at its ultimate configuration. The existing portion of the road required extensive cold plane and overlay. This work also included signing and striping, traffic control plans, and a new signal at the above referenced intersection. This project included right of way dedications from 4 property owners at each corner of the intersection. Utilities installed were 2,300 LF of RCP with 3 headwall structures. The signal location also resulted in relocation and re-route of an existing 18" CMLC water line owned by EMWD. All underground work was coordinated and approved by MWD for crossing the 162" and 96" Casa Loma water lines.

**Eastern Transportation Corridor – State Route 261, Irvine, CA – (Principal-in-Charge)** – Hunsaker & Associates prepared design studies for preliminary grading along the west side of the SR 261, south of Portola Parkway and adjacent to Tract 15555. Street improvements plans were also designed along Portola Parkway to include the SR 261 on-ramp off of Portola Parkway.

**Inland Feeder System Project, San Bernardino, CA – (Principal-in-Charge)** – Hunsaker & Associates was contracted by the Metropolitan Water District of Southern California to provide right-of-way engineering and surveying, including records of survey and cadastral surveying for 10 miles of the Inland Feeder, a pipeline that extends through the Redlands and San Bernardino areas of San Bernardino County.





## Professional Resume

### **Brad Karmann, P.L.S.**

*Survey Department Manager / Project Manager*

#### **Credentials:**

PLS No. 5460, 1984 California

Certified Party Chief (Operating Engineers Local 12)

AA, Surveying (1973); So. California Joint Apprenticeship Committee, (2001)

Haz-Mat Certified, CPR Certified

#### **Professional Experience:**

Mr. Karmann has had extensive survey experience and has been in responsible charge for over thirty years. His experience has included surveys for construction of sewer and water lines for local water agencies and flood control districts, highway projects for Caltrans, solar plants for Southern California Edison, and PacTel mobile telephone towers for the Southern California area. In addition, projects have included residential, commercial, industrial, and federal agency projects, including topographic surveys, right-of-way surveys, boundary surveys, construction surveys, geodetic surveys, aerial surveys, cadastral surveys, tunnel and mine surveys.

#### **Project Experience:**

**Riverside Pipeline North Distribution System – Inland Feeder Project (Spec #1349), Highway 60 to Ramona Expressway, Moreno Valley, CA - (Project Manager)** – Services included survey control; and staking for the construction of ± 45,000 LF of welded steel pipeline, contractors storage and spoil area, access road grading and San Jacinto Creek grading, street improvements, storm drain, discharge line, 43 ETS locations, detours, and fencing.

**CALTRANS District 8 – Day Street @ Interstate 60, Moreno Valley, CA - (Project Manager)** – Provided construction surveying services for the Day Street off-ramp widening, including the re-location of street lights.

**Stonegate Apartments, Moreno Valley, CA – (Survey Project Manager)** – For Inland Empire Builders between Heritage Way, Memorial Way, Town Circle, and Town Gate Boulevard which is a 33-acre, 552-unit apartment complex. Project scope included preliminary and final engineering and construction staking required for the development of the site.

**Riverside County Transportation On-Call Surveying Services, Riverside County, CA - (Project Manager)** – For the Transportation Department, provided personnel, both office and field, on an on-call basis. Includes Recon Monuments with Corner Records, Cross-sections, Aerial surveys, and construction Staking. Also Survey Map checking.

**CALTRANS District 7 – Interstate 10 , City of Pomona, CA – (Project Manager)** – Completed the construction surveying required by CALTRANS for Ortiz Construction, including horizontal and vertical control, construction staking for rough grading, utility relocations, and topographic surveys for as-built and quantity surveys.

**CALTRANS District 8 – Los Alamos Road Interchange @ Interstate 215 - (0.5 Miles), Murrieta, CA - (Project Manager)** - Contracted with CALTRANS and Yeager/Skanska to provide surveying services, including surveying control, and topographic and construction surveys for rough grade, storm drain, retaining walls, bridge widening, and utilities.

*Brad Karmann, PLS (Cont.)*

**CALTRANS District 11 – Twin Oaks Valley Road Interchange @ 78 Freeway, San Diego County, CA – (Project Manager)** – A design-build project for the Twin Oaks Valley Road widening, including providing surveying services for the on and off ramps, bridge widening, and utilities.

**CALTRANS District 12 – Redhill Avenue Interchange @ Interstate 5, Orange County, CA – (Project Manager)** – Provided construction surveying services for the interchange, including on and off ramps and sound walls.

**CALTRANS District 12 – OCTA / San Joaquin Hills Transportation Corridor @ Highway 73, Orange County, CA – (Project Manager)** - Quality control survey for the corridor from Jamboree Road to the 405 Freeway.

**Route 12 – Park Boulevard, Joshua Tree National Park, CA – (Project Manager)** – For the Federal Highway Administration, in conjunction with the Vance Corporation, provided surveying services, including setting of rough grade stakes for grade control on Keys Road; and borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, and structures; stakes for the construction of curb and gutter improvements; rough grade certifications; as-built improvement topographic surveys; and stakes for retaining walls.

**Palm Springs International Airport – Improvements for Runway 13L-31R & Taxiway E & Connectors, Palm Springs, CA – (Project Manager)** - Completed the surveying required for the Palm Springs International Airport. Staking requirements included: Setting of rough grade stakes for grade control on Taxiways and Runways, Staking for Sub-grade, Base Course and Final Lifts; stakes for the construction of Edge of Pavement and Airport Stripping; As-built improvement topographic surveys; and stakes for Airport Light fixtures, VASI's, PAPI's, REIL's, Signs.

**Dillon Road Grade Separation, Coachella, CA – (Project Manager)** - Contracted to provide surveying and mapping for the Dillon Road grade separation project. Responsibilities have included survey control; rough grade stakes; MSE wall panels; edge of pavement for Dillon Road and Cabazon Avenue; sewer stakes for construction of heavy wall sewer PVC pipe; curb stakes, bridge stakes for footings, shear keys, wing walls, bents, and edge of deck with grades on overhang; storm drain stakes; water stakes; and irrigation water stakes.

**Bear Valley Road Enhancement Project, Victorville, CA – (Project Manager)** – Contracted by Skanska to provide construction surveying, including setting of rough grade stakes for grade control on Bear Valley Road; rough grade control for drainage areas; storm drain stakes for mains, laterals, and structures; stakes for the construction of main line structures and service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation and ties; setting of stakes for placement of street light foundation bases; and stakes for utility placements.

**Lower Santa Ana River Channel, Orange, CA - (Project Manager)** - For the U.S. Army Corps of Engineers, Hunsaker & Associates provided aerial control; quantity estimate; offset staking for rip-rap, drop structures, side drains, access road undercrossings, scour gages, pier nose scour protection; and final as-built drawings.

**Puente Hills Drainage Facilities, Canyon No. 5, Los Angeles County, CA – (Project Manager)** – For the Los Angeles County Sanitation District No. 2, Hunsaker & Associates established horizontal and vertical control network for construction staking, set clearing limit stakes for channel and rip-rap area along centerline, set line and grade stakes for construction of access roads, concrete spillway and collection tower, box culvert, storm drain, borrow site, chain link fencing, and concrete channel and rip-rap channels.



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## Professional Resume

### **Robert Beuschlein, P.L.S.**

#### *Mapping Analysis*

#### **Credentials:**

Orange Coast College, Surveying / Mapping (1986-1987)  
FEMA Flood Certificate Workshop (2003)  
Advanced GPS Adjustment Seminar by Leica Instruments (2001)  
California, Professional Land Surveyor No. 7874  
Nevada, Professional Land Surveyor No. 12748

#### **Professional Experience:**

Mr. Beuschlein has 20 years surveying experience in both Southern Nevada and Southern California. He prepares boundary analysis for large projects including MWD aqueduct covering 13 miles and 12 square miles and many smaller projects. He also prepares Topographic Surveys, Record of Survey maps (i.e. Barona Indian Reservation and MWD), Parcel Maps and Tract Maps along with the preparation of legal descriptions and accompanying exhibits. He has experience in GPS survey methods and data post processing to tie projects into the state plane system.

#### **Project Experience:**

**City of Palm Desert – Highway 111, Palm Desert, CA – (Mapping/Survey)** - Hunsaker & Associates is currently under contract with the City of Palm Desert to provide a Record of Survey for Highway 111 (4 Miles) from the City of Rancho Mirage to the City of Indian Wells, setting over 250 right-of-way monuments and analyzing over 200 abutting property documents.

**Valley Center Road – (Mapping/Survey)** - Post processing for the aerial control of over 30 aerial targets and 8 control points tied into the County of San Diego control network over 2.5 miles.

**City of Corona Community Facilities District 90-1, Corona – (Mapping/Survey)** - Preparation of Assessment District improvement plans for the City of Corona Community Facilities District 90-1 Design Area "B" backbone infrastructure facilities including approximately 6 miles of secondary arterials and collector roadways, 3 miles of storm drain culverts, master detention basin for 1,000 acre development and 1 mile of 24" transmission water main. This work included plans, specifications and estimates as well as construction administration.

**Archibald Boulevard Widening, Corona Valley, CA – (Mapping/Survey)** – Worked with the County of Riverside for an Arterial Urban Highway 134' widening, and RBB&D program street, including widening design, dry utility relocation, dry utility undergrounding and environmental assessment work.

**MWD Topographic Surveys, Riverside County, California – (Mapping/Survey)** - Responsible for over 15 sites for the Metropolitan Water District. Duties included the post processing of GPS data and topographic data.

**MWD – Record of Surveys, Riverside County, California – (Mapping/Survey)** - Responsible for the Post Processing of GPS data and crew supervision for the setting of over 200 monuments for several MWD right-of-way alignments in the Riverside County area.



## Professional Resume

### Steve Anderson

*Construction Survey Support Calculations*

#### Credentials:

1998 & 1999, Employee of the Year, AEI-CASC Engineering  
Certified Party Chief (Operating Engineers Local 12)

#### Professional Experience:

Mr. Anderson has extensive survey experience and has been in the industry for 18 years; 8 years of which has been as a Party Chief, 5 years as Assistant Chief of Parties/Project Surveyor, and most recently providing his expertise in mapping. Project experience includes a variety of residential, commercial, industrial, utility, and federal agency projects.

#### Project Experience:

**County of Riverside Transportation – Survey Division, Riverside, CA – (Survey Calculations)** – Hunsaker & Associates is currently under contract to provide on call surveying and map checking services with the Riverside County. Survey services include topographic data collection, monument perpetuation, and construction staking. Project experience includes the Newport Road & Interstate 215 interchange in Murrieta, the Scott Road & Interstate 215 interchange in Menifee, and the Limonite Street widening project in Corona Valley.

**CALTRANS District 8 - Winchester Road (SR79), Murrieta, CA – (Survey Calculations)** – Hunsaker & Associates provided services for Lennar Homes, in conjunction with the City of Murrieta and CALTRANS (State Highway 79), for a Secondary Highway 88' wide, including widening design, dry utility relocation, dry utility undergrounding and environmental assessment work. Also provided the construction staking services necessary for the completion of Winchester Road, for Community Facilities District 88-4, County of Riverside. Staking included: Setting of rough grade stakes for grade control on Calistoga Drive, Commerce Court, Townview Avenue, and borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, structures and ABM ditches; stakes for the construction of sewer main line structures & service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation & ties; setting of stakes for placement of street light foundation bases; & stakes for utility placement.

**Dillon Road Grade Separation, Coachella, CA – (Survey Calculations)** - Provided surveying and mapping for the Dillon Road grade separation project. Responsibilities included survey control; rough grade stakes; MSE wall panels; edge of pavement for Dillon Road and Cabazon Avenue; sewer stakes for construction of heavy wall sewer PVC pipe; curb stakes, bridge stakes for footings, shear keys, wing walls, bents, and edge of deck with grades on overhang; storm drain stakes; water stakes; and irrigation water stakes.

**Morongo Basin Pipeline Project, San Bernardino County, CA – (Survey Calculations)** - The project was initiated by the Mojave Water Agency in order to bring water from the California aqueduct to the Morongo Basin. The pipeline extends 72 miles through the Mojave Desert, from Hesperia to Twentynine Palms. This project affects two cities, three unincorporated towns, as well as Federal, State, County and private lands. The project crosses and/or parallels State Highways 18 and 247 and required the recovery and survey of over 500 cadastral corners. Hunsaker & Associates utilized Global Positioning System (GPS) technology and state-of-the-art conventional equipment to establish horizontal and vertical control along the project alignment for photogrammetric and cadastral purposes.



## **Jim Hernandez, P.L.S.**

*Certified Party Chief*

### **Credentials:**

1985, So. California Joint Apprenticeship for Chief of Party

Haz-Mat Certified, CPR Certified

1997, P.L.S. No. 7359, California

Certified Party Chief (Operating Engineers Local 12)

### **Professional Experience:**

Mr. Hernandez has extensive survey experience and has been in responsible charge for over twenty years. His experience has included surveys for the construction of energy plants, sewer and water lines for local water agencies and flood control districts, and highway projects for Caltrans. In addition, projects have included residential, commercial, industrial, and federal agency projects, including topographic surveys, right-of-way surveys, boundary surveys, construction surveys, geodetic surveys, aerial surveys, and cadastral surveys.

### **Project Experience:**

**CALTRANS District 8 - Winchester Road (SR79), Murrieta, CA – (Certified Party Chief)** – Hunsaker & Associates provided services for Lennar Homes, in conjunction with the City of Murrieta and CALTRANS (State Highway 79), for a Secondary Highway 88' wide, including widening design, dry utility relocation, dry utility undergrounding and environmental assessment work. Also provided the construction staking services necessary for the completion of Winchester Road, for Community Facilities District 88-4, County of Riverside. Staking included: Setting of rough grade stakes for grade control on Calistoga Drive, Commerce Court, Townview Avenue, and borrow sites; rough grade control for drainage areas; storm drain stakes for mains, laterals, structures and ABM ditches; stakes for the construction of sewer main line structures & service laterals to street right-of-way for improvements; stakes for the construction of curb and gutter improvements; rough grade certifications; setting of street final monumentation & ties; setting of stakes for placement of street light foundation bases; & stakes for utility placement.

**CALTRANS District 8 – Los Alamos Road Interchange @ Interstate 15 - (0.5 Miles), Murrieta, CA - (Certified Party Chief)** - Contracted with CALTRANS and Yeager/Skanska to provide surveying services, including surveying control, and topographic and construction surveys for rough grade, storm drain, retaining walls, bridge widening, and utilities.

**CALTRANS District 7 – Interstate 10 , City of Pomona, CA – (Certified Party Chief)** – Completed the construction surveying required by CALTRANS for Ortiz Construction, including horizontal and vertical control, construction staking for rough grading, utility relocations, and topographic surveys for as-built and quantity surveys.

**Keys Road, San Bernardino, CA - (Certified Party Chief)** - Hunsaker & Associates is currently under contract with the Vance Corporation, in conjunction with the Federal Highway Administration, to provide surveying services, including surveying control, topographic, and construction surveys for Keys Road, located in the Joshua Tree National Park.

**I-215 @ Los Alamos Road Interchange, Murrieta, CA - (Certified Party Chief)** - Hunsaker & Associates contracted with Yeager/Skanska, in conjunction with Caltrans, to provide surveying services for Los Alamos Road, including surveying control, topographic, and construction surveys for rough grade, storm drain, retaining walls and bridge widening.



## Professional Resume

### **Ryan Karmann** *Certified Party Chief*

#### **Credentials:**

Haz-Mat Certified, CPR Certified  
Certified Party Chief (Operating Engineers Local 12)

#### **Professional Experience:**

Mr. Karmann has had extensive Land surveying experience for over ten years. His experience has included surveys for construction of sewer and water lines for local water agencies and flood control districts, highway projects for Caltrans, of the Southern California area. In addition, projects have included residential, commercial, industrial, and federal agency projects, including records of survey, topographic surveys, right-of-way surveys, boundary surveys, construction surveys, geodetic surveys, aerial surveys.

#### **Project Experience:**

**Alameda Corridor – East Avenue and Reservoir Street Grade Separation, Pomona, CA – (Certified Party Chief)** – Contracted with Ortiz Construction for the Alameda Corridor-East Construction Authority, to provide construction surveying services, including horizontal and vertical control, construction staking for rough grading, ballasts, rails, utility relocations, and bridges for new railroad improvements and the undercrossing. Also included topographic surveys for as-built and design surveys.

**County of Riverside Transportation – Survey Division, Riverside, CA - (Certified Party Chief)** – H&A is under contract to provide on call surveying services with Riverside County. Survey services include topographic data collection, monument perpetuation, and construction staking. Project experience includes:

- Newport Road & Interstate 215 Interchange, Murrieta, CA
- Scott Road & Interstate 215 Interchange, Menifee, CA
- Limonite Street Widening Project, Corona Valley, CA

**Dillon Road Grade Separation, Coachella, CA – (Certified Party Chief)** - Surveying and mapping for the Dillon Road grade separation project. Responsibilities have included survey control; rough grade stakes; MSE wall panels; edge of pavement for Dillon Road and Cabazon Avenue; sewer stakes for construction of heavy wall sewer PVC pipe; curb stakes, bridge stakes for footings, shear keys, wing walls, bents, and edge of deck with grades on overhang; storm drain stakes; water stakes; and irrigation water stakes.

**I-215 @ Los Alamos Road Interchange, Murrieta, CA – (Certified Party Chief)** - Hunsaker & Associates contracted with Yeager / Skanska, in conjunction with Caltrans, to provide surveying services for Los Alamos Road, including surveying control, topographic, and construction surveys for rough grade, storm drain, retaining walls and bridge widening.

**Keys Road, San Bernardino, CA – (Chainman)** - Hunsaker & Associates is currently under contract with the Vance Corporation, in conjunction with the Federal Highway Administration, to provide surveying services, including surveying control, topographic, and construction surveys for Keys Road, located in the Joshua Tree National Park.

## Professional Resume

### **Danielle Saucedo Fregoso, P.E.**

*Quality Control / Quality Assurance*



#### **Credentials:**

California Polytechnic State University, Pomona, 1998  
California, Registered Civil Engineer No. C65501

#### **Professional Memberships:**

A.S.C.E.

#### **Professional Experience:**

Mrs. Fregoso is a registered professional engineer in California with more than 12 years of diversified experience in the land development and public works arenas. Prior to forming SPECS CIVIL Mrs. Fregoso was a project manager for Hunsaker & Associates for over 6 years where she was able to successfully manage a number of projects at different phases of development. She also functioned as an associate project manager at PBS&J for over 5 years. Her responsibilities included directing improvement plans, resolving utility conflicts, responding to any issues that may occur in the field, and managing the work of sub-consultants. She is currently obtaining her civil engineering license for the states of Nevada and Arizona in anticipation of interstate projects. As a project manager, the clients of SPECS CIVIL, will enjoy her personality and dedication to her project assignments.

#### **Project Experience:**

**Master Plan of Drainage Line "B" – "Riverside, CA** - A Trimark Pacific Homes project with 3,300 linear feet of storm drain Line "B", a 72"-84" diameter master storm drain line for Riverside County Flood Control District. The project included preparing an existing and ultimate hydrology & hydraulics report, preparing a storm drain improvement plan, relocating existing utilities and coordinating with the public agencies for the relocation and obtaining additional easements. Coordination and approval was also required with the San Bernardino County Flood Control District for connection to their existing channel.

**Northstar Ranch - Murrieta, CA** - A count of 625 residential lots within Tract 29707, this project included the design and preparation of plans for Winchester Road and approval from Caltrans. Project required implementation of extended detention basins for water quality and detention purposes. The design and approval of street improvement, sewer and water, storm drain and rough grading plans and preparation of hydrology and hydraulics report.

**Sumner Ranch - Riverside, CA** - This 409 residential lots within Tract 30931 required coordination with a utility consultant to relocate existing power poles, relocation of an existing storm drain line and acquiring access easements from various agencies. Coordinated the redesign of an offsite street with an adjacent developer and engineer. Also designed and obtained approval of street improvement, sewer and water, storm drain and rough grading plans and preparation of hydrology and hydraulics report.

**Loma Linda University Satellite ambulatory Facility - Beaumont, CA** - Site was located within Kinder Morgan and Questar utility easements. Due to an existing adjacent street, grading was required over the utility lines, coordination with agencies and the city was required to minimize the grading. Design and preparation of street improvement, signing and striping, sewer and water, storm drain and rough grading plans and preparation of hydrology and hydraulics report.

**Valencia Honda – Santa Clarita, CA** - 15 Acres of unimproved land transformed to include a new sales/service building and a car washing building. Design and preparation of offsite street improvement, signing and striping, sewer and water, storm drain and precise grading plans and preparation of hydrology and hydraulics report and standard urban storm water mitigation plan. Caltrans approval was also required for offsite street plans.



## Professional Resume

### Miguel Angel Hernandez, P.L.S., P.E.

*Quality Control / Quality Assurance*



#### Credentials:

California Polytechnic State University, San Luis Obispo, 1996

California, Registered Civil Engineer No. C61378; California, Professional Land Surveyor No. 8735

#### Professional Experience:

Mr. Hernandez has been dedicated to the profession of surveying and engineering since 1990, with over 6 years of his experience being directly applicable to project experiences with CALTRANS. Prior to embarking on the formation of SPECS Civil, he developed his skills performing survey calculations for construction staking of streets, highways, and utilities. His combined proficiency in land surveying and civil engineering will make him a valuable asset. When critical deadlines need to be met, his communication skills will prove invaluable for coordinating work involving the City of Moreno Valley, CALTRANS, EMWD, RCFCD, contractor, engineers, and other consultants..

#### Project Experience:

**I-405 Sepulveda Pass Widening - Los Angeles, CA** -This project will construct 10-miles of HOV lane and improve supporting infrastructure such as interchange ramps, walls, bridges, and utilities. Some widening improvements will also need to be made to the I-10 and U.S. 101 freeways at connector points. Project experience includes coordinating with field surveying personnel to finalize detail on plans of existing infrastructure. The role also made use of communication skills during meetings with consultants, CALTRANS, LABOE, LADOT, and LACFCD. Additional tasks required interaction with several utility companies such as Time Warner, AT&T, Mobile Oil, and Southern California Edison.

**Border Crossing Expansion – San Ysidro, CA** - A master planning and design project for a major governmental facility totaling 9 million dollars in design and survey work. The experience took advantage of survey strengths to assist during the survey of the I-5 terminus at San Ysidro. The work required delivery, verification, and update of aerial topography. Field surveying was performed below bridges, at interchange ramps, and extensive utilities investigation in combination with potholing. Survey of the I-5 and connections required coordination with CALTRANS, while survey of existing utilities, bridges, and roads required coordination with the City of San Diego and other local jurisdictions. The biggest challenges involved the completion of topography under border patrol's existing canopies without disruption to their security work.

**Highway 79 and Highway 395 – Inland Empire, CA** - Both highways intersected land development projects being engineered while functioning as a project manager for Hunsaker and Associates. As a project manager responsibilities extended into the survey department in tasks that include coordination of construction staking for new highway improvement, utility improvements, drainage, and review of calculation sheets. Responsibilities also include coordination at CALTRANS, RCTD, and EMWD.

**Foothill Transportation Corridor – Orange, CA** – Assisted in preparing final design plans to CALTRANS standards for a segment of SR 241. Improvements to this toll road extended approximately 2.5 miles and included horizontal control, profiles, super-elevation diagrams for interchange ramps, grading, drainage, and sewer relocation.

**I-10 Interchange – Calimesa, CA:** Help prepare conceptual design exhibits that would satisfy CALTRANS standards for an interchange in the I-10 Improvements needed to provide 5 lanes for additional interim capacity of the on and off ramps.





City of Moreno Valley  
Professional Consultant Construction Survey Services

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## Billing Rates



## Hourly Rate Schedule

<b>Principal / Project Manager .....</b>	<b>\$ 150</b>
Paul R. Huddleston, Jr., PE, PLS, Principal Bradley R. Karmann, PLS, Project Manager	
<b>Project Engineer .....</b>	<b>\$ 136</b>
<b>General Surveyor/Office Technical Staff .....</b>	<b>\$ 112</b>
Robert Beuschlein, PLS Steve Anderson	
<b>Field Survey 2-Person Crew .....</b>	<b>\$ 206</b>
Jim Hernandez, PLS, Certified Party Chief Ryan Karmann, Certified Party Chief	
<b>Field Survey 3-Person Crew .....</b>	<b>\$ 248</b>
<b>Subconsultant Services .....</b>	<b>\$ 112</b>
SPECS Civil, Inc. (UDBE), Quality Control / Assurance	

The above rates are for all professional staff. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying. All rates include the vehicles and all non-specialty survey equipment.

It should be noted that our "Not-to-Exceed Fee" includes reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.

Our Current Fee Schedule is good through the end of the project. Invoicing will be on a monthly basis and payable within 30 days after receipt of our invoice. Should payment not be received within thirty (30) days, a one and one-half percent (1½%) per month late fee may be charged on any unpaid balance.

**Note: This hourly rate schedule is part of Hunsaker & Associate's proposal for use in invoicing the City for progress payments, project qualifying for time-and-materials plan check and for extra work included that is not part of this Request for Proposal. It is understood that all extra work will require prior approval from the City.**



City of Moreno Valley  
Professional Consultant Construction Survey Services

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## Project Schedule



## **Project Schedule**

We understand that the project schedule allows 165 working days to complete the project, with the anticipated start of construction in June 2012.

H&A is a cooperative team member. We fully understand that specific project schedules and "milestones" will be identified on this project by the Contractor and the City inspector. By keeping the lines of communication open with all team members, H&A will be able to target critical deadlines and make sure they are realized by providing accurate and timely professional surveying services.



## Resource Allocation Matrix



**As requested in the Request for Proposal, the following Resource Allocation Matrices list detailed tasks, job titles, and number of hours allotted for each task. An itemized cost breakdown for the work described herein has been submitted in a separate sealed envelope as part of the Proposal submittal.**

*Note: The proposed Scope of Work detailed in the Request for Proposal includes a number of tasks that can be approached in a more efficient manner; thus, saving the City time and money. Please see "Project Understanding" on Page 3 of our Proposal. Also, please note that no remedial topos or quantities are included.*

## Resource Allocation (Services Scope) Matrix

### Perris Boulevard Improvements

#### Base Bid - Schedule A (Segment 1)

#### Northern Dancer Drive to Filaree Avenue

Task	Job Title	Hours	Total Hours
<b>Attend Pre-Construction Meeting, Supervision</b> Project Management, Weekly Meetings (5)	Project Management	8	8 Hours
<b>Control</b> Verify existing control and establish secondary horizontal and vertical control for construction	2 Man Survey Crew	4	6 Hours
	Office	2	
<b>Monument Ties and Corner Record</b> Research, tie out and submittal of tie-out sheets to the City. Reset monuments if lost after construction (1 Monument)	2 Man Survey Crew	2	3 Hours
	Office	1	
<b>Saw Cut Lines</b> Mark saw cut lines for removals at 100' intervals ( $\pm$ 3,341 LF)	2 Man Survey Crew	12	14 Hours
	Office	2	
<b>Rough Grades</b> One (1) set of rough grade stakes at 50' intervals for construction of rough grading along Perris Boulevard ( $\pm$ 3,400 LF)	2 Man Survey Crew	16	20 Hours
	Office	4	
<b>Storm Drain</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 207 LF of RCP's, $\pm$ 70 LF RCB, $\pm$ 27 LF of CMP's, 6 catch basins, 5 under sidewalk drains, 1 headwall	2 Man Survey Crew	6	8 Hours
	Office	2	
<b>Street Curb and Gutter</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 3,430 LF curbs, 2 driveways	2 Man Survey Crew	16	20 Hours
	Office	4	
<b>Street Sub-Grade</b> Street sub-grade blue tops at break lines, as required by City Inspector ( $\pm$ 3,400 LF)	2 Man Survey Crew	16	18 Hours
	Office	2	



<b>Street Top of Base</b> Street top of base blue tops at break lines, as required by City Inspector ( $\pm$ 3,400 LF)	2 Man Survey Crew	16	18 Hours
	Office	2	
<b>Street Finish Pavement</b> One (1) set of line and grade stakes at 50' intervals along centerlines and break line for finish pavement ( $\pm$ 3,400 LF)	2 Man Survey Crew	16	18 Hours
	Office	2	
<b>Fence</b> One (1) set of line only stakes at 200' intervals and angle points of $\pm$ 1,172 LF 6' chain link fence	2 Man Survey Crew	4	6 Hours
	Office	2	
<b>Block Wall</b> One (1) set of line and grade stakes at 50' intervals for construction of $\pm$ 265 LF of 3' block wall	2 Man Survey Crew	4	6 Hours
	Office	2	
<b>Re-Staking</b> Budget item to be used if necessary ( $\pm$ 2 trips)	2 Man Survey Crew	16	16 Hours
<b>Quality Control and Assurance</b> SPECS Civil, Inc. (UDBE) to download field data from staking report and check against CAD drawing and plans to verify the stakes are in correct position. For Hunsaker QC/QA of project. Take photographs of staking.	Office	16	16 Hours

## Perris Boulevard Improvements

### Base Bid - Schedule A (Segment 1)

### Northern Dancer Drive to Filaree Avenue

#### **Total Surveying Services Hours (177 Hours):**

Project Management = 8 Hours

2 Man Survey Crew = 128 Hours

Office - UDBE Consultant and Office Time = 41 Hours



## Resource Allocation (Services Scope) Matrix

### Base Bid - Schedule B (Segment 2)

### Perris Valley Storm Drain Lateral "A" to Suburban Lane and from 700' South of Delphinium Avenue to Cactus Avenue

Task	Job Title	Hours	Total Hours
<b>Attend Pre-Construction Meeting, Supervision</b> Project Management, Weekly Meetings (5)	Project Management	8	8 Hours
<b>Control</b> Verify existing control and establish secondary horizontal and vertical control for construction	2 Man Survey Crew	4	6 Hours
	Office	2	
<b>Saw Cut Lines</b> Mark saw cut lines for removals at 100' intervals ( $\pm$ 3,000 LF)	2 Man Survey Crew	12	14 Hours
	Office	2	
<b>Rough Grades</b> One (1) set of rough grade stakes at 50' intervals for construction of rough grading along Perris Boulevard ( $\pm$ 3,000 LF)	2 Man Survey Crew	16	20 Hours
	Office	4	
<b>Storm Drain</b> One (1) set of line and grade stakes for construction of 2 catch basins, 2 under sidewalk drains	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Street Curb and Gutter</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 2,940 LF curb and gutter, $\pm$ 55 LF retaining curbs, 3 driveways, 1 cross gutter	2 Man Survey Crew	16	20 Hours
	Office	4	
<b>Street Sub-Grade</b> Street sub-grade blue tops at break lines, as required by City Inspector ( $\pm$ 3,000 LF)	2 Man Survey Crew	16	18 Hours
	Office	2	
<b>Street Top of Base</b> Street top of base blue tops at break lines, as required by City Inspector ( $\pm$ 3,000 LF)	2 Man Survey Crew	16	18 Hours
	Office	2	
<b>Fence</b> One (1) set of line only stakes at 200' intervals and angle points of $\pm$ 100 LF 6' chain link fence	2 Man Survey Crew	2	3 Hours
	Office	1	
<b>Block Wall</b> One (1) set of line and grade stakes at 50' intervals for construction of $\pm$ 350 LF of 6' split face block wall	2 Man Survey Crew	4	6 Hours
	Office	2	
<b>Re-Staking</b> Budget item to be used if necessary ( $\pm$ 2 trips)	2 Man Survey Crew	16	16 Hours
<b>Quality Control and Assurance</b> SPECS Civil, Inc. (UDBE) to download field data from staking report and check against CAD drawing and plans to verify the stakes are in correct position. For Hunsaker QC/QA of project. Take photographs of staking.	Office	16	16 Hours





**Base Bid - Schedule B (Segment 2)**

**Perris Valley Storm Drain Lateral "A" to Suburban Lane and  
from 700' South of Delphinium Avenue to Cactus Avenue**

**Total Surveying Services Hours (150 Hours):**

Project Management = 8 Hours

2 Man Survey Crew = 106 Hours

Office - UDBE Consultant and Office Time = 36 Hours



## Resource Allocation (Services Scope) Matrix

### Perris Boulevard Improvements

#### Alternate 1 (Segment 1)

#### Northern Dancer Drive to Filaree Avenue

<b>Task</b>	<b>Job Title</b>	<b>Hours</b>	<b>Total Hours</b>
<b>Attend Pre-Construction Meeting, Supervision</b> Project Management, Weekly Meetings (1)	Project Management	2	2 Hours
<b>Control</b> Establish secondary horizontal and vertical control for construction	2 Man Survey Crew	2	2.5 Hours
	Office	.5	
<b>Traffic Signal Interconnection Conduit</b> One (1) set of line stakes at 100' intervals for construction of ± 5,060 LF of trench for conduit	2 Man Survey Crew	16	18 Hours
	Office	2	
<b>Pull Box</b> One (1) set of stakes for location and grades to top of curb of 29 pull boxes for signal interconnect	2 Man Survey Crew	12	14 Hours
	Office	2	
<b>Re-Staking</b> Budget item to be used if necessary (± 3 trips)	2 Man Survey Crew	4	4 Hours
<b>Quality Control and Assurance</b> SPECS Civil, Inc. (UDBE) to download field data from staking report and check against CAD drawing and plans to verify the stakes are in correct position. For Hunsaker QC/QA of project. Take photographs of staking.	Office	4	4 Hours

### Perris Boulevard Improvements

#### Alternate 1 (Segment 1)

#### Northern Dancer Drive to Filaree Avenue

#### **Total Surveying Services Hours (44.5 Hours):**

Project Management = 2 Hours

2 Man Survey Crew = 34 Hours

Office - UDBE Consultant and Office Time = 8.5 Hours



## Resource Allocation (Services Scope) Matrix

### Perris Boulevard Improvements

#### Alternate 2 (Segment 2)

#### Perris Valley Storm Drain (PVSD) Lateral "B" to Suburban Lane and from 700' South of Delphinium Avenue to Cactus Avenue

<b>Task</b>	<b>Job Title</b>	<b>Hours</b>	<b>Total Hours</b>
<b>Attend Pre-Construction Meeting, Supervision</b> Project Management, Weekly Meetings (1)	Project Management	2	2 Hours
<b>Control</b> Establish secondary horizontal and vertical control for construction	2 Man Survey Crew	2	2.5 Hours
	Office	.5	
<b>Traffic Signal Interconnection Conduit</b> One (1) set of line stakes at 100' intervals for construction of ± 3,200 LF of trench for conduit	2 Man Survey Crew	12	14 Hours
	Office	2	
<b>Pull Box</b> One (1) set of stakes for location and grades to top of curb of 19 pull boxes for signal interconnect	2 Man Survey Crew	6	8 Hours
	Office	2	
<b>Re-Staking</b> Budget item to be used if necessary (± 1 trip)	2 Man Survey Crew	4	4 Hours
<b>Quality Control and Assurance</b> SPECS Civil, Inc. (UDBE) to download field data from staking report and check against CAD drawing and plans to verify the stakes are in correct position. For Hunsaker QC/QA of project. Take photographs of staking.	Office	2	2 Hours

### Perris Boulevard Improvements

#### Alternate 2 (Segment 2)

#### Perris Valley Storm Drain (PVSD) Lateral "B" to Suburban Lane and from 700' South of Delphinium Avenue to Cactus Avenue

#### **Total Surveying Services Hours (32.5 Hours):**

Project Management = 2 Hours

2 Man Survey Crew = 24 Hours

Office - UDBE Consultant and Office Time = 6.5 Hours



## Resource Allocation (Services Scope) Matrix

### Perris Boulevard Improvements

#### Alternate 3 (Segment 2)

#### Perris Valley Storm Drain (PVSD) Lateral "B" to Globe Street

<b>Task</b>	<b>Job Title</b>	<b>Hours</b>	<b>Total Hours</b>
<b>Attend Pre-Construction Meeting, Supervision</b> Project Management, Weekly Meetings (1)	Project Management	6	6 Hours
<b>Control</b> Verify existing control and establish secondary horizontal and vertical control for construction	2 Man Survey Crew	2	2.5 Hours
	Office	.5	
<b>Saw Cut Lines</b> Mark saw cut lines for removals at 100' intervals ( $\pm$ 1,261 LF on Nason) ( $\pm$ 1,200 LF on Iris)	2 Man Survey Crew	6	8 Hours
	Office	2	
<b>Rough Grades</b> One (1) set of rough grade stakes at 50' intervals for construction of rough grading along Perris Boulevard ( $\pm$ 1,200 LF)	2 Man Survey Crew	8	10 Hours
	Office	2	
<b>Storm Drain</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 30 LF of RCP's, $\pm$ 24 LF RCB, 2 catch basins	2 Man Survey Crew	4	6 Hours
	Office	2	
<b>Street Curb and Gutter</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 1,185 LF curb and gutter, $\pm$ 28 LF Type 8A curbs, 1 driveway	2 Man Survey Crew	6	8 Hours
	Office	2	
<b>Street Sub-Grade</b> Street sub-grade blue tops at break lines, as required by City Inspector ( $\pm$ 1,200 LF)	2 Man Survey Crew	6	8 Hours
	Office	2	
<b>Street Top of Base</b> Street top of base blue tops at break lines, as required by City Inspector ( $\pm$ 1,200 LF)	2 Man Survey Crew	6	8 Hours
	Office	2	
<b>Re-Staking</b> Budget item to be used if necessary ( $\pm$ 1 trip)	2 Man Survey Crew	4	4 Hours
<b>Quality Control and Assurance</b> SPECS Civil, Inc. (UDBE) to download field data from staking report and check against CAD drawing and plans to verify the stakes are in correct position. For Hunsaker QC/QA of project. Take photographs of staking.	Office	4	4 Hours



**Perris Boulevard Improvements**

**Alternate 3 (Segment 2)**

**Perris Valley Storm Drain (PVSD) Lateral "B" to Globe Street**

**Total Surveying Services Hours (64.5 Hours):**

Project Management = 6 Hours

2 Man Survey Crew = 42 Hours

Office - UDBE Consultant and Office time = 16.5 Hours



## Resource Allocation (Services Scope) Matrix

### Perris Boulevard Improvements

#### Alternate 4 (Segment 2)

#### Globe Street to Nandina Avenue

<b>Task</b>	<b>Job Title</b>	<b>Hours</b>	<b>Total Hours</b>
<b>Attend Pre-Construction Meeting, Supervision</b> Project Management, Weekly Meetings (1)	Project Management	6	6 Hours
<b>Control</b> Verify existing control and establish secondary horizontal and vertical control for construction	2 Man Survey Crew	2	2.5 Hours
	Office	0.5	
<b>Saw Cut Lines</b> Mark saw cut lines for removals at 100' intervals ( $\pm$ 700 LF)	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Rough Grades</b> One (1) set of rough grade stakes at 50' intervals for construction of rough grading along Perris Boulevard ( $\pm$ 700 LF)	2 Man Survey Crew	4	6 Hours
	Office	2	
<b>Storm Drain</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 30 LF of RCP's, 2 catch basins	2 Man Survey Crew	3	4 Hours
	Office	1	
<b>Street Curb and Gutter</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 705 LF curb and gutter, $\pm$ 24 LF Type 8A curbs	2 Man Survey Crew	4	6 Hours
	Office	2	
<b>Street Sub-Grade</b> Street sub-grade blue tops at break lines, as required by City Inspector ( $\pm$ 705 LF)	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Street Top of Base</b> Street top of base blue tops at break lines, as required by City Inspector ( $\pm$ 705 LF)	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Re-Staking</b> Budget item to be used if necessary ( $\pm$ 1 trip)	2 Man Survey Crew	4	4 Hours
<b>Quality Control and Assurance</b> SPECS Civil, Inc. (UDBE) to download field data from staking report and check against CAD drawing and plans to verify the stakes are in correct position. For Hunsaker QC/QA of project. Take photographs of staking.	Office	4	4 Hours



**Perris Boulevard Improvements**

**Alternate 4 (Segment 2)**

**Globe Street to Nandina Avenue**

**Total Surveying Services Hours (47.5 Hours):**

Project Management = 6 Hours

2 Man Survey Crew = 29 Hours

Office - UDBE Consultant and Office Time = 12.5 Hours



## Resource Allocation (Services Scope) Matrix

### Perris Boulevard Improvements

#### Alternate 5 (Segment 2)

#### Nandina Avenue to San Michele Road

Task	Job Title	Hours	Total Hours
<b>Attend Pre-Construction Meeting, Supervision</b> Project Management, Weekly Meetings (1)	Project Management	6	6 Hours
<b>Control</b> Verify existing control and establish secondary horizontal and vertical control for construction	2 Man Survey Crew	2	2.5 Hours
	Office	.5	
<b>Saw Cut Lines</b> Mark saw cut lines for removals at 100' intervals (± 594 LF)	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Rough Grades</b> One (1) set of rough grade stakes at 50' intervals for construction of rough grading along Perris Boulevard (± 600 LF)	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Storm Drain</b> One (1) set of line and grade stakes at 25' intervals for construction of storm drain catch basin and under sidewalk drain	2 Man Survey Crew	2	3 Hours
	Office	1	
<b>Street Curb and Gutter</b> One (1) set of line and grade stakes at 25' intervals for construction of ± 594 LF curb and gutter, ± 8 LF Type 8A curbs	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Street Sub-Grade</b> Street sub-grade blue tops at break lines, as required by City Inspector (± 594 LF)	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Street Top of Base</b> Street top of base blue tops at break lines, as required by City Inspector (± 594 LF)	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Re-Staking</b> Budget item to be used if necessary (± 1 trip)	2 Man Survey Crew	4	4 Hours
<b>Quality Control and Assurance</b> SPEC'S Civil, Inc. (UDBE) to download field data from staking report and check against CAD drawing and plans to verify the stakes are in correct position. For Hunsaker QC/QA of project. Take photographs of staking.	Office	4	4 Hours





**Perris Boulevard Improvements**

**Alternate 5 (Segment 2)**

**Nandina Avenue to San Michele Road**

**Total Surveying Services Hours (44.5 Hours):**

Project Management = 6 Hours

2 Man Survey Crew = 28 Hours

Office - UDBE Consultant and Office Time = 10.5 Hours



## Resource Allocation (Services Scope) Matrix

### Perris Boulevard Improvements

#### Alternate 6 (Segment 2)

#### San Michele Road to Rivard Road

<b>Task</b>	<b>Job Title</b>	<b>Hours</b>	<b>Total Hours</b>
<b>Attend Pre-Construction Meeting, Supervision</b> Project Management, Weekly Meetings (1)	Project Management	6	6 Hours
<b>Control</b> Verify existing control and establish secondary horizontal and vertical control for construction	2 Man Survey Crew	2	2.5 Hours
	Office	.5	
<b>Saw Cut Lines</b> Mark saw cut lines for removals at 100' intervals ( $\pm$ 850 LF)	2 Man Survey Crew	4	5 Hours
	Office	1	
<b>Rough Grades</b> One (1) set of rough grade stakes at 50' intervals for construction of rough grading along Perris Boulevard ( $\pm$ 850 LF)	2 Man Survey Crew	6	8 Hours
	Office	2	
<b>Storm Drain</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 45 LF 24" CMP, 2 overside drains, and line and grade stakes at 50' intervals for construction of $\pm$ 820 LF of dirt storage channel	2 Man Survey Crew	8	11 Hours
	Office	3	
<b>Street Curb and Gutter</b> One (1) set of line and grade stakes at 25' intervals for construction of $\pm$ 844 LF curbs with cross gutters	2 Man Survey Crew	6	8 Hours
	Office	2	
<b>Street Sub-Grade</b> Street sub-grade blue tops at 50' intervals along break line, as required by City Inspector ( $\pm$ 850 LF)	2 Man Survey Crew	6	7 Hours
	Office	1	
<b>Street Top of Base</b> Street top of base blue tops at 50' intervals along break line, as required by City Inspector ( $\pm$ 850 LF)	2 Man Survey Crew	6	7 Hours
	Office	1	
<b>Re-Staking</b> Budget item to be used if necessary ( $\pm$ 1 trip)	2 Man Survey Crew	4	4 Hours
<b>Quality Control and Assurance</b> SPECS Civil, Inc. (UDBE) to download field data from staking report and check against CAD drawing and plans to verify the stakes are in correct position. For Hunsaker QC/QA of project. Take photographs of staking.	Office	4	4 Hours



**Perris Boulevard Improvements**

**Alternate 6 (Segment 2)**

**San Michele Road to Rivard Road**

**Total Surveying Services Hours (62.5 Hours):**

Project Management = 6 Hours

2 Man Survey Crew = 42 Hours

Office - UDBE Consultant and Office Time = 14.5 Hours



City of Moreno Valley  
Professional Consultant Construction Survey Services

---

## **Certificates**

Professional Licenses

Certificates of Insurance

# STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS



This Is To Certify That Pursuant  
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

## Paul Richard Huddleston Jr

IS DULY LICENSED AS A

LAND SURVEYOR

In The State of California, and Is Entitled To All The Rights and  
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No L 7083

This 8th day of July, 1994, at Sacramento, California.



STATE BOARD OF REGISTRATION  
FOR PROFESSIONAL ENGINEERS  
AND LAND SURVEYORS

*David R. Turner*

Executive Officer

*Sharon Gask Reid*

President

Remove your new pocket License from the receipt portion and carry with you at all times.

12/06/10  
12/06/10

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
2535 CAPITOL OAKS DRIVE, SUITE 300  
SACRAMENTO, CA 95833-2944  
916 263-2222



EXPIRATION  
12/31/12

LAND SURVEYOR

LICENSE NO.  
L 7083

PAUL RICHARD HUDDLESTON JR  
12177 VISTA CREST DR  
YUCAIPA CA 92399

Signature

RECEIPT NO.  
03330409

CUT HERE

CUT HERE

I M P O R T A N T

1. Please include your License Number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss of this License immediately in writing to the Board.
4. Please sign and carry the Pocket License with you.
5. Please laminate your License to avoid deterioration.

PAUL RICHARD HUDDLESTON J

LICENSE NO. L 7083  
EXPIRATION DATE: 12/31/12  
RECEIPT NO. 03330409

This is your receipt. Please save for your records.

PPRL 01/31/08



# STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

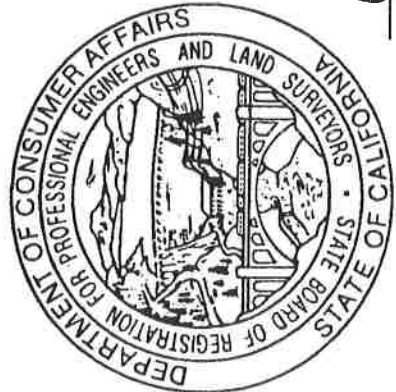


This Is To Certify That Pursuant  
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

## Paul Richard Huddleston Jr

IS DULY REGISTERED AS A  
PROFESSIONAL ENGINEER  
IN  
CIVIL ENGINEERING

In The State of California, and Is Entitled To All The Rights and  
Privileges Conferred In Said Code



WITNESS OUR HAND AND SEAL

Certificate No C 58020

This 20th day of February, 1998, at Sacramento, California.

STATE BOARD OF REGISTRATION  
FOR PROFESSIONAL ENGINEERS  
AND LAND SURVEYORS

*Cinde Christenson*

Executive Officer

*[Signature]*  
President







STATE BOARD OF REGISTRATION  
FOR PROFESSIONAL ENGINEERS



THIS IS TO CERTIFY THAT PURSUANT  
TO THE PROVISIONS OF CHAPTER 15, DIVISION 3 OF THE BUSINESS AND PROFESSIONS CODE

*Bradley Ray Karmann*

IS DULY LICENSED AS A

LAND SURVEYOR

IN THE STATE OF CALIFORNIA, AND IS ENTITLED TO ALL THE RIGHTS AND  
PRIVILEGES CONFERRED IN SAID CODE

WITNESS OUR HAND AND SEAL

CERTIFICATE NO. 5460

THIS 16 DAY OF March 1984

STATE BOARD OF REGISTRATION  
FOR PROFESSIONAL ENGINEERS



*Nick B...*  
SECRETARY  
*Paul S. ...*  
PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR  
INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

Remove your new Pocket License from the receipt portion and carry with you at all times.

Board for Professional Engineers and Land Surveyors  
2535 Capitol Oaks Drive, Suite 300  
Sacramento, CA 95833-2944  
916 263-2222

08/19/10  
08/19/10

CUT HERE



BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
2535 CAPITOL OAKS DRIVE, SUITE 300  
SACRAMENTO, CA 95833-2944  
916 263-2222

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3. Report any loss of this License immediately in writing to the Board.
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5. Please laminate your License to avoid deterioration.

LAND SURVEYOR

LICENSE NO.  
L 5460

EXPIRATION  
09/30/12

BRADLEY RAY KARMANN  
2491 GRACE ST  
RIVERSIDE CA 92504

BRADLEY RAY KARMANN

LICENSE NO. 5460  
EXPIRATION DATE 09/30/12  
RECEIPT NO. 02230310

RECEIPT NO.  
02230310

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HUNS&AS-01

SMITHA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # OE67768  
IOA Insurance Services  
4350 La Jolla Village Drive, Suite 900  
San Diego, CA 92122

CONTACT NAME:  
PHONE (A/C, No, Ext): (619) 574-6220 FAX (A/C, No): (619) 574-6288  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	RLI Insurance Company	13056
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
  
Hunsaker & Associates, Inc.  
3 Hughes  
Irvine, CA 92618

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - FA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			RDP0005057	10/1/2011	10/1/2012	\$2,000,000 Per Claim	
A	\$100,000 Deductible			RDP0005057	10/1/2011	10/1/2012	\$2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Proof of Professional Liability Insurance  
30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

### CERTIFICATE HOLDER

### CANCELLATION

MASTER CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*T. Kelly Howell*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SullivanCurtisMonroe Insurance Services 1920 Main Street Suite 600 Irvine, CA 92614		CONTACT NAME:	
www.SullivanCurtisMonroe.com License # 0E83670		PHONE (A/C, No, Ext): 949.250.7172	FAX (A/C, No): 949.852.9762
INSURED Hunsaker & Associates Irvine, Inc. 3 Hughes Irvine CA 92618		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Indemnity Co. of CT./Rating: A+ XV 25682	
		INSURER B : Travelers Property Casualty Ins./Rating A+ XV 36161	
		INSURER C : St Paul Fire & Marine Ins. Co./Rating A+ XV 25674	
		INSURER D : Travelers Casualty & Surety Co./Rating A+ XV 19038	
		INSURER E :	
		INSURER F :	

## COVERAGES

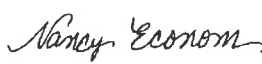
CERTIFICATE NUMBER: 11252517

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			680669M4766	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1000			BA669M5197	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			QK06503718	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7889Y17411	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Master		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE   Nancy Econom	

ACORD 25 (2010/05)

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CERT NO.: 11252517 CLIENT CODE: 74588 Nina Frierson 9/29/2011 10:54:08 AM Page 1 of 24

Item No. A.4

# CERTIFICATE ATTACHMENT

DATE ISSUED  
9/29/2011

**NAMED INSURED:**  
Hunsaker & Associates Irvine, Inc.  
3 Hughes  
Irvine CA 92618

Additional Named Insured's:

Hunsaker & Associates, Inc.  
Hunsaker & Associates Irvine, Inc.  
Hunsaker & Associates Los Angeles, Inc,  
Three Hughes, LLC.  
Four in One Associates, a California General Partnership  
Seven in One Partnership, a California General Partnership  
Eight in One Partnership, a California General Partnership

Re: All Operations

Contractual Liability Included per Form # CG00011001

Primary Insurance: It is understood and agreed that this insurance is primary and any other insurance maintained by the additional insured shall be excess only and not contributing with this insurance.

10 Day Notice of Cancellation will also be mailed in the event of non-reporting of payroll.

9/29/2011



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) --**

POLICY NUMBER: UB7889Y17411

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**  
Master

**Job Description**

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily



COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **A. PERSONAL EFFECTS COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

##### **Personal Effects Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) owned by an "insured"; and
  - (2) in or on your covered "auto";
- in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

#### **B. AUTO LOAN LEASE GAP COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

##### **Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and
- (2) Any:
  - (a) Overdue lease/loan payments at the time of the "loss";
  - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (c) Security deposits not returned by the lesor;

- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (e) Carry-over balances from previous loans or leases.

#### **C. COVERAGE EXTENSION – AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT NOT DESIGNED SOLELY FOR THE PRODUCTION OF SOUND**

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, exception paragraph a. to exclusions 4.c & 4.d is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

#### **D. WAIVER OF DEDUCTIBLE – GLASS**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **E. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

##### **Hired Auto Physical Damage Coverage Extension**

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the

## COMMERCIAL AUTO

Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
  - (a) \$50,000;
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
  - (a) Any "auto" that is hired, rented or borrowed with a driver; or
  - (b) Any "auto" that is hired, rented or borrowed from your "employee".

### F. BLANKET WAIVER OF SUBROGATION

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

#### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

### G. BLANKET ADDITIONAL INSURED

**SECTION II – LIABILITY COVERAGE, part A. 1. Who Is An Insured**, paragraph c. is amended by adding the following:

Any person or organization that you are required to include as an additional insured on this Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

### H. EMPLOYEE HIRED AUTOS

**SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### I. COVERAGE EXTENSION – TRAILERS

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos**, paragraph 1. is deleted and replaced by the following:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**OTHER INSURANCE – ADDITIONAL INSUREDS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS  
(Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance:**

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

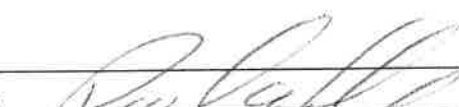
That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



## Disclosure of Lobbying Activities

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> COPA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award amount, if known:</b> \$ _____	
<b>10. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):	<b>Individuals Performing Services</b> (including address if different from No. 10a) (Last name, first name, MI):	
<b>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 decisions may be 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 make 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.</b>	<b>Signature:</b>  <b>Print Name:</b> PAUL B. HUDDLESTON, JR. <b>Title:</b> PRINCIPAL <b>Telephone No.:</b> (951) 352-7200 <b>Date:</b> 4-19-12	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Standard Form LLL Rev. 06-04-90

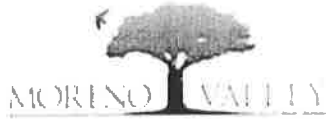
W:\CapProj\CapProj\BOILER\Consultant\RFP-Letter-Attachment\Boiler RFP\_DBE\RFP Attachment-Form LLL-DBC.doc

## 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 to 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 influence the covered Federal action.  
(b) Enter the full names of the individuals performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (if).
11. The certifying official shall sign 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.



City of Moreno Valley  
Professional Consultant Construction Survey Services

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## **Certification for Contracts, Grants, Loans, & Cooperative Agreements**



Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(Federal Fiscal Year \_\_\_\_\_ to \_\_\_\_\_)

I, , hereby certify on behalf  
(Name and title of Grantee official)

of The City of Moreno Valley, that  
(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, a 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 19TH of APRIL, 2012

By:  
(Signature of authorized official)

(Title of authorized official) PRINCIPAL



## List of Subconsultants

UDBE (DBE, MBE, WBE, SBE) Certifications

## LIST OF SUBCONSULTANTS

PROJECT NAME: Consultant Construction Survey Services for Perris Boulevard Widening

PROJECT NO: 11-41570125

CONSULTANT NAME: Hunsaker & Associates, Inc.

NAME SPECS Civil, Inc. (UDBE)	DESCRIPTION OF SUBCONSULTANT'S WORK:  Quality Control / Assurance
TELEPHONE (951) 824-9575	
ADDRESS 3380 La Sierra Avenue, Suite 104-285	
CITY, STATE ZIP Riverside, CA 92503	

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.



# Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM



October 27, 2010

**CUCP #39104**  
**Metro File # 5440**

Danielle Fregoso  
**SPECS Civil, Inc.**  
7253 Cottage Grove Dr.  
Corona, CA 92880

**RE: Disadvantaged Business Enterprise Certification**

Dear Ms. Fregoso:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. Your DBE certification status will be honored by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541330	Engineering Services	\$4.5 million
541370	Surveying & Mapping (except Geophysical) Services	\$4.5 million

Your DBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. Prior to your firm's DBE certification expiration date, Metro will send a letter to you requesting information necessary to complete this review.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format that will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the five-year certification has expired.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Your DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under §26.109 of the Regulations.

Congratulations, and thank you for your interest in the CUCP.

Sincerely,

Shirley Wong  
Certification Representative  
Diversity & Economic Opportunity Department



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

October 27, 2010

**Metro File # 39104**

Danielle Fregoso  
**SPECS Civil, Inc.**  
7253 Cottage Grove Dr.  
Corona, CA 92880

**RE: Minority/Women-Owned Business Enterprise Certification**

Dear Ms. Fregoso:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Minority/Women-Owned Business Enterprise (M/WBE) as required under the Metro M/WBE Program. Your firm will be listed in the Metro M/WBE database of certified M/WBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>
541330	Engineering Services
541370	Surveying & Mapping (except Geophysical) Services

Your M/WBE certification is good for two years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the two-year certification period, your entire file will be reviewed in order to ascertain continued M/WBE certification status. You will be notified of the pending M/WBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/ mailing address, ownership, management or control, please notify Metro immediately. Your M/WBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's M/WBE Program.

Sincerely,

Shirley Wong  
Certification Representative  
Diversity & Economic Opportunity Department

C:\Documents and Settings\garciae\My Documents\00 - MTA Files\CERTIFICATION\Cert-Word\00 - Shirley Wong\S Firms\SPECS Civil, Inc. MWBE.doc

*Small Business Certification Unit*  
One Gateway Plaza, Mail Stop 99-13-5, Los Angeles, CA 90012-2952  
Ph: 213-922-2600 Fax: 213-922-7660

151672



# Metro

October 27, 2010

**Metro File # 5440**

Danielle Fregoso  
**SPECS Civil, Inc.**  
7253 Cottage Grove Dr.  
Corona, CA 92880

**Re: Small Business Enterprise Certification**

Dear Ms. Fregoso:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541330	Engineering Services	\$4.5 million
541370	Surveying & Mapping (except Geophysical) Services	\$4.5 million

Your SBE certification is good for two years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the two-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

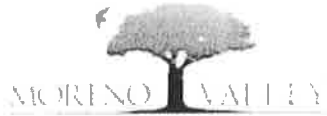
Should any changes occur that could affect your certification status, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program.

Sincerely,

Shirley Wong  
Certification Representative  
Diversity & Economic Opportunity Department



## **Proposer's List of Subconsultants (DBE & Non-DBE)**

### **Parts I and II**

**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 SPECS Civil, Inc. (UDBE)	Phone (951) 824-9575	<input checked="" type="checkbox"/> < \$1 million	Quality Control / Assurance	<input checked="" type="checkbox"/> YES
Address 3380 La Sierra Avenue, Suite 1	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Riverside, CA 92503	(951) 824-9520	<input type="checkbox"/> < \$10 million		If YES list DBE #: 39104
Name	Phone	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.) 2
Address	Fax	<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES
City State ZIP		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> NO
Name	Phone	<input type="checkbox"/> < \$5 million		If YES list DBE #:
Address	Fax	<input type="checkbox"/> < \$10 million		Age of Firm (Yrs.)
City State ZIP		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES
Name	Phone	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$5 million		If YES list DBE #:
Name	Phone	<input type="checkbox"/> < \$10 million		Age of Firm (Yrs.)
Address	Fax	<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES
City State ZIP		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> NO
				If YES list DBE #:
				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	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



# HUNSAKER & ASSOCIATES

PLANNING | ENGINEERING | SURVEYING

- IRVINE  
3 Hughes  
Irvine, CA 92618  
T: 949.583.1010  
F: 949.583.0759
  
- LOS ANGELES  
26074 Avenue Hall  
Suite 22  
Valencia, CA 91353  
T: 661.294.2211  
F: 661.294.9890
  
- PALM DESERT  
75-400 Gerald Ford Drive  
Suite 107  
Palm Desert, CA 92211  
T: 760.340.9092  
F: 760.340.9236
  
- RIVERSIDE  
2900 Adams Street  
Suite A-15  
Riverside, CA 92504  
T: 951.352.7200  
F: 951.352.8269
  
- SAN DIEGO  
9707 Waples Street  
San Diego, CA 92121  
T: 858.558.4500  
F: 858.558.1414



## PROPOSAL

FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE (TUMF REGIONAL ARTERIAL)

Project Number: 11-41570125

FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION





# Hunsaker & Associates I N C.

April 19, 2012

PLANNING  
ENGINEERING  
SURVEYING  
GOVERNMENT RELATIONS

Larry Gonzales, Senior Engineer, P.E.  
CITY OF MORENO VALLEY  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

IRVINE  
LOS ANGELES  
RIVERSIDE  
SAN DIEGO

Subject: **FEE PROPOSAL**  
**Professional Consultant Construction Survey Services for**  
**Perris Boulevard Widening from Perris Valley Storm Drain**  
**Lateral "B" to Cactus Avenue (TUMF Regional Arterial)**  
**Project Number: 11-41570125**



Dear Mr. Gonzales:

Hunsaker & Associates, Inc. (H&A) is pleased to submit this fee proposal for professional consultant construction survey services for the City of Moreno Valley Perris Boulevard Widening Improvement Project No. 11-41570125. The fee proposal, as submitted, is comprehensive and fully responsive to the requirements stated within the RFP/solicitation referenced above, dated March 22, 2012. We have reviewed the City's Request and are confident that we have the qualified personnel and resources for successful completion of the project. We are prepared to commence work immediately upon receipt of a Notice to Proceed.

PRINCIPALS:  
DAVID FRATTONE  
FRED GRAYLSE  
BRADLEY HAN  
PAUL HUDDLESTON  
SAMUEL H. KARMAN  
DOUGLAS L. STALEY  
KRIS WEBER  
JOSEPH E. WIGHTMAN

We propose to provide services as detailed in the attached Exhibits. We customized the City's Bid Schedule to reflect the applicable survey tasks. In addition to providing an itemized cost breakdown, we have also provided the number of hours for each task and a Line Item Budget matrix. We understand that all extra work will require prior approval from the City.


If you have any questions, please do not hesitate to contact our office. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

FOUNDING PARTNERS:  
RICHARD HUNSAKER  
TOM E. HERRINSON  
JOHN A. STICKLER  
DOUGLAS G. SMYERS

HUNSAKER & ASSOCIATES, INC.

  
Paul E. Huddleston, Jr., PE, PLS  
Principal  
(951) 509-7031  
[phuddleston@hunsaker.com](mailto:phuddleston@hunsaker.com)

  
Bradley R. Karmann, PLS  
Project Manager  
(951) 509-7030  
[bkarmann@hunsaker.com](mailto:bkarmann@hunsaker.com)

1000 Adams Street  
Suite A-11  
Riverside, California  
92504  
(951) 502-7000 PB  
(951) 250-8360 FX

(pam\soq\CityMoVal-Survey-Perris Blvd-Fee Proposal 04-19-12.doc)



## Hourly Rate Schedule

<b>Principal / Project Manager .....</b>	<b>\$ 150</b>
Paul R. Huddleston, Jr., PE, PLS, Principal	
Bradley R. Karmann, PLS, Project Manager	
 <b>Project Engineer .....</b>	 <b>\$ 136</b>
 <b>General Surveyor/Office Technical Staff .....</b>	 <b>\$ 112</b>
Robert Beuschlein, PLS	
Steve Anderson	
 <b>Field Survey 2-Person Crew .....</b>	 <b>\$ 206</b>
Jim Hernandez, PLS, Certified Party Chief	
Ryan Karmann, Certified Party Chief	
 <b>Field Survey 3-Person Crew .....</b>	 <b>\$ 248</b>
 <b>Subconsultant Services .....</b>	 <b>\$ 112</b>
SPECS Civil, Inc. (UDBE), Quality Control / Assurance	

The above rates are for all professional staff. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying. All rates include the vehicles and all non-specialty survey equipment.

It should be noted that our "Not-to-Exceed Fee" includes reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.

Our Current Fee Schedule is good through the end of the project. Invoicing will be on a monthly basis and payable within 30 days after receipt of our invoice. Should payment not be received within thirty (30) days, a one and one-half percent (1½%) per month late fee may be charged on any unpaid balance.

**Note: This hourly rate schedule is part of Hunsaker & Associate's proposal for use in invoicing the City for progress payments, project qualifying for time-and-materials plan check and for extra work included that is not part of this Request for Proposal. It is understood that all extra work will require prior approval from the City.**



## HUNSAKER & ASSOCIATES, INC.

### Assumptions

1. *The proposed Scope of Work detailed in the Request for Proposal includes a number of tasks that can be approached in a more efficient manner, thus, saving the City time and money. Those items are detailed below:*
  - No sidewalk staking is needed because sidewalks will be controlled by the curb. The Contractor will be able to establish line and grade from the existing new curb.
  - Pavement markings and pain striping is not normally staked. Curb lines will control the paint striping.
  - No conduit staking is needed because the curbs will control the dry utilities. The only staking needed will be for the traffic signal interconnect, including hand holes, transformer pads and vaults.
  - No remedial topos or quantities are included.
2. Construction milestones will be determined by the Contractor.
3. Field staking for construction will consist of one normal set of stakes for each function per development. Incremental staking of any one function is not provided. **Minimum 8 hour days.**
4. All work will include all necessary supplies, material, instrumentation, equipment, personnel, supervision, and transportation services to carry out the tasks as described in the City's Request for Proposal.
5. Acceptance and preservation of construction stakes, once set, will be the responsibility of the client or his designated contractor.
6. If the Contractor notices an error in the field, our office must be contacted immediately to correct the situation. Any back-charge not agreed to will not be accepted.
7. Contractors are cautioned to observe the following rule in using the grade stakes provided by this office: *Three consecutive points that are shown to be on the same rate of slope must be used in common so that any variation out of a perfect straight grade may be detected, and in case any such discrepancy is found, the same must be reported. Otherwise, this office will not be responsible for any error in the grade of the finished work. Cut sheets are to be used in conjunction with plans.*
8. Blueprinting, plotting and deliveries are not included in the cost outlined above. The cost for any outside services will be billed at their direct cost plus 10%, unless invoiced directly to the client.



9. Any item of work, which has not been specifically outlined in this proposal, shall not be considered a part of this proposal and therefore shall be considered as additional services and subject to negotiation prior to commencement of work.
10. Governmental agency fees or charges are to be the responsibility of the client.
11. Hunsaker & Associates shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement, including an extension thereof, policies of insurance.
12. This proposal is based on our current fee schedule (see attached).
13. **Individual items are for budget purposes only; total cost shall govern.**
14. It is company policy to complete a *California Preliminary Notice* for each project. Once the contract is executed, a *California Preliminary Notice* will be forwarded to the client.
15. This proposal is valid for a period of ninety (90) days from the date on this proposal.

*Note: Hunsaker & Associates employs survey party chiefs who have been formally trained in performing surveys through the International Union of Operating Engineers, Local 12, Apprenticeship Program & Party Chief Program. H&A employs chainmen who also belong to the same union.*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services		Project Manager	Field Survey 2-Person	Office Survey	H&A Sub- Consultant UDBE	Total Cost
Bid Schedule "A" - Segment 1		\$150	\$206	\$112	\$112	
Task	Scope of Work - Description					
1	Attend Pre-Construct on Meeting, Supervision, Project Management	\$1,200				\$1,200
2	Establish Horizontal and Vertical Control		\$824	\$224		\$1,048
3	Set Monument Ties & Corner Record		\$412	\$112		\$524
4	Saw-cut Lines		\$2,472	\$224		\$2,696
5	Rough Grade Stakes		\$3,296	\$448		\$3,744
6	Storm Drain Stakes		\$1,236	\$224		\$1,460
7	Street Curb and Gutter Stakes		\$3,296	\$448		\$3,744
8	Street Sub-Grade Stakes		\$3,296	\$224		\$3,520
9	Street Top of Base Stakes		\$3,296	\$224		\$3,520
10	Street Finish Grade Stakes		\$3,296	\$224		\$3,520
11	Fence Stakes		\$824	\$224		\$1,048
12	Block Wall		\$824	\$224		\$1,048
13	Restaking Budget (Budget 2 Trips)		\$3,296			\$3,296
14	Quality Control and Assurance				\$1,792	\$1,792
<b>H&amp;A Project Total Cost</b>		<b>\$1,200</b>	<b>\$26,368</b>	<b>\$2,800</b>		<b>\$30,368</b>
<b>UDBE Project Total Cost</b>					<b>\$1,792</b>	<b>\$ 1,792</b>
<b>Overall Project Total Cost Bid Schedule "A" - Segment 1</b>						<b>\$32,160</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix  
in the Work Proposal / SOQ provided under separate cover*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services							H&A Sub-Consultant	Total Cost
Bid Schedule "B" - Segment 2							H&A Sub-Consultant	Total Cost
Task	Scope of Work - Description	Project Manager	Field Survey 2-Person	Office Survey	H&A Sub-Consultant	Total Cost		
1	Attend Pre-Construction Meeting, Supervision, Project Management	\$1,200				\$1,200		\$1,200
2	Establish Horizontal and Vertical Control		\$824	\$224		\$1,048		\$1,048
3	Saw-cut Lines		\$2,472	\$224		\$2,696		\$2,696
4	Rough Grade Stakes		\$3,296	\$448		\$3,744		\$3,744
5	Storm Drain Stakes		\$824	\$112		\$936		\$936
6	Street Curb and Gutter Stakes		\$3,296	\$448		\$3,744		\$3,744
7	Street Sub-Grade Stakes		\$3,296	\$224		\$3,520		\$3,520
8	Street Top of Base Stakes		\$3,296	\$224		\$3,520		\$3,520
9	Fence Stakes		\$412	\$112		\$524		\$524
10	Block Wall		\$824	\$224		\$1,048		\$1,048
11	Restaking Budget (Budget 2 Trips)		\$3,296			\$3,296		\$3,296
12	Quality Control and Assurance				\$1,792	\$1,792		\$1,792
13								
14								
		<b>H&amp;A Project Total Cost</b>	<b>\$21,836</b>	<b>\$2,240</b>		<b>\$25,276</b>		<b>\$25,276</b>
		<b>UDBE Project Total Cost</b>			<b>\$1,792</b>	<b>\$1,792</b>		<b>\$1,792</b>
		<b>Overall Project Total Cost Bid Schedule "B" - Segment 2</b>						<b>\$27,068</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*



**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services							Bid Alternate 1 - Segment 1		H&A Sub-Consultant UDBE		Total Cost	
Task	Scope of Work - Description	Project Manager	Field Survey 2-Person	Office Survey	H&A Sub-Consultant UDBE	Total Cost						
1	Attend Pre-Construction Meeting, Supervision, Project Management	\$300				\$300					\$300	
2	Establish Horizontal and Vertical Control		\$412	\$56		\$468					\$468	
3	Traffic Signal Interconnection Conduit		\$3,296	\$224		\$3,520					\$3,520	
4	Pullboxes		\$2,472	\$224		\$2,696					\$2,696	
5	Restaking Budget (Budget 1 Trip)		\$824			\$824					\$824	
6	Quality Control and Assurance				\$824	\$824					\$824	
7												
8												
9												
10												
11												
12												
13												
14												
<b>H&amp;A Project Total Cost</b>							<b>\$300</b>	<b>\$7,004</b>	<b>\$504</b>			<b>\$7,808</b>
<b>UDBE Project Total Cost</b>										<b>\$824</b>		<b>\$ 824</b>
<b>Overall Project Total Cost Bid Alternate 1 - Segment 1</b>												<b>\$8,632</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services							Bid Alternate 2 - Segment 2		Total Cost	
Task	Project Manager	Field Survey 2-Person	Office Survey	H&A Sub-Consultant UDBE	Scope of Work - Description					
1	\$150	\$206	\$112	\$112	\$300					\$300
2		\$412	\$56			Attend Pre-Construction Meeting, Supervision, Project Management				\$468
3		\$2,472	\$224			Establish Horizontal and Vertical Control				\$2,696
4		\$1,236	\$224			Traffic Signal Interconnection Conduit				\$1,460
5		\$824				Pullboxes				\$824
6				\$224		Restaking Budget (Budget 1 Trip)				\$224
7						Quality Control and Assurance				
8										
9										
10										
11										
12										
13										
14										
<b>H&amp;A Project Total Cost</b>							<b>\$300</b>	<b>\$4,944</b>	<b>\$504</b>	<b>\$5,748</b>
<b>UDBE Project Total Cost</b>									<b>\$224</b>	<b>\$ 224</b>
<b>Overall Project Total Cost Bid Alternate 2 - Segment 2</b>										<b>\$5,972</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix  
in the Work Proposal / SOQ provided under separate cover*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services							Project Manager	Field Survey 2-Person	Office Survey	H&A Sub- Consultant UDBE	Total Cost
Bid Alternate 3 - Segment 2							\$150	\$206	\$112	\$112	
Task	Scope of Work - Description										
1	Attend Pre-Construction Meeting, Supervision, Project Management						\$900				\$900
2	Establish Horizontal and Vertical Control							\$412	\$56		\$468
3	Saw-cut Lines							\$1,236	\$224		\$1,460
4	Rough Grade Stakes							\$1,648	\$224		\$1,872
5	Storm Drain Stakes							\$824	\$224		\$1,048
6	Street Curb and Gutter Stakes							\$1,236	\$224		\$1,460
7	Street Sub-Grade Stakes							\$1,236	\$224		\$1,460
8	Street Top of Base Stakes							\$1,236	\$224		\$1,460
9	Restaking Budget (Budget 1 Trip)							\$824			\$824
10	Quality Control and Assurance									\$448	\$448
11											
12											
13											
14											
<b>H&amp;A Project Total Cost</b>							<b>\$900</b>	<b>\$8,652</b>	<b>\$1,400</b>		<b>\$10,952</b>
<b>UDBE Project Total Cost</b>										<b>\$448</b>	<b>\$ 448</b>
<b>Overall Project Total Cost Bid Alternate 3 - Segment 2</b>											<b>\$11,400</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services							Bid Alternate 4 - Segment 2		Total Cost	
Task	Scope of Work - Description	Project Manager	Field Survey 2-Person	Office Survey	H&A Sub-Consultant UDBE	Total Cost				
						\$	\$			
1	Attend Pre-Construction Meeting, Supervision, Project Management	\$900				\$900				
2	Establish Horizontal and Vertical Control		\$412	\$56		\$468				
3	Saw-cut Lines		\$824	\$112		\$936				
4	Rough Grade Stakes		\$824	\$224		\$1,048				
5	Storm Drain Stakes		\$618	\$112		\$730				
6	Street Curb and Gutter Stakes		\$824	\$224		\$1,048				
7	Street Sub-Grade Stakes		\$824	\$112		\$936				
8	Street Top of Base Stakes		\$824	\$112		\$936				
9	Restaking Budget (Budget 1 Trip)		\$824			\$824				
10	Quality Control and Assurance				\$448	\$448				
11										
12										
13										
14										
<b>H&amp;A Project Total Cost</b>							<b>\$900</b>	<b>\$5,974</b>	<b>\$952</b>	<b>\$7,826</b>
<b>UDBE Project Total Cost</b>										<b>\$ 448</b>
<b>Overall Project Total Cost Bid Alternate 4 - Segment 2</b>										<b>\$8,274</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services		Project Manager	Field Survey 2-Person	Office Survey	H&A Sub- Consultant UDBE	Total Cost
<b>Bid Alternate 5 - Segment 2</b>		\$150	\$206	\$112	\$112	
Task	Scope of Work - Description					
1	Attend Pre-Construction Meeting, Supervision, Project Management	\$900				\$900
2	Establish Horizontal and Vertical Control		\$412	\$56		\$468
3	Saw-cut Lines		\$824	\$112		\$936
4	Rough Grade Stakes		\$824	\$112		\$936
5	Storm Drain Stakes		\$412	\$112		\$524
6	Street Curb and Gutter Stakes		\$824	\$112		\$936
7	Street Sub-Grade Stakes		\$824	\$112		\$936
8	Street Top of Base Stakes		\$824	\$112		\$936
9	Restaking Budget (Budget 1 Trip)		\$824			\$824
10	Quality Control and Assurance				\$448	\$448
11						
12						
13						
14						
<b>H&amp;A Project Total Cost</b>		<b>\$900</b>	<b>\$5,768</b>	<b>\$728</b>		<b>\$7,396</b>
<b>UDBE Project Total Cost</b>					<b>\$448</b>	<b>\$ 448</b>
<b>Overall Project Total Cost Bid Alternate 5- Segment 2</b>						<b>\$7,844</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services							Bid Alternate 6 - Segment 2		H&A Sub-Consultant		Total Cost
Task	Scope of Work - Description	Project Manager	Field Survey 2-Person	Office Survey	H&A Sub-Consultant UDBE						
1	Attend Pre-Construction Meeting, Supervision, Project Management	\$900									\$900
2	Establish Horizontal and Vertical Control		\$412	\$56							\$468
3	Saw-cut Lines		\$824	\$112							\$936
4	Rough Grade Stakes		\$1,236	\$224							\$1,460
5	Storm Drain Stakes		\$1,648	\$336							\$1,984
6	Street Curb and Gutter Stakes		\$1,236	\$224							\$1,460
7	Street Sub-Grade Stakes		\$1,236	\$112							\$1,348
8	Street Top of Base Stakes		\$1,236	\$112							\$1,348
9	Restaking Budget (Budget 1 Trip)		\$824								\$824
10	Quality Control and Assurance				\$448						\$448
11											
12											
13											
14											
<b>H&amp;A Project Total Cost</b>							<b>\$900</b>	<b>\$8,652</b>	<b>\$1,176</b>		<b>\$10,728</b>
<b>UDBE Project Total Cost</b>										<b>\$448</b>	<b>\$ 448</b>
<b>Overall Project Total Cost Bid Alternate 6- Segment 2</b>											<b>\$11,176</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services		Project Manager	Field Survey 2-Person	Office Survey	H&A Sub- Consultant UDBE	Total Cost
SCE Power Poles Relocation - Revised Task as of 04/25/12		\$150	\$206	\$112	\$112	
<b>Task</b>						
Scope of Work - Description						
1	Attend Pre-Construction Meeting, Supervision, Project Management	\$300				\$300
2	Establish Horizontal and Vertical Control		\$412	\$56		\$468
3	Power Poles Relocation		\$3,296	\$224		\$3,520
4	Quality Control and Assurance				\$224	\$224
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
H&A Project Total Cost		\$300	\$3,708	\$280		\$4,288
UDBE Project Total Cost					\$224	\$ 224
SCE Power Poles Relocation - Revised Task as of 04/25/12						\$4,512

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*

**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services							Project Manager	Field Survey 2-Person	Office Survey	H&A Sub- Consultant UDBE	Total Cost
"Additional As-Needed Services" - Revised Task as of 04/25/12							\$150	\$206	\$112	\$112	
Task	Scope of Work - Description										
1	"Additional As-Needed Services"						\$11,703				\$11,703
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
<b>H&amp;A Project Total Cost</b>							<b>\$11,703</b>				<b>\$11,703</b>
<b>UDBE Project Total Cost</b>											<b>\$</b>
<b>"Additional As-Needed Services" - Revised Task as of 04/25/12</b>											<b>\$11,703</b>

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*

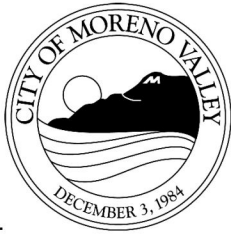


**HUNSAKER ASSOCIATES, INC.**

City of Moreno Valley Project # 11-41570125 Perris Boulevard Widening Improvement Project Construction Survey Services							Project Manager	Field Survey 2-Person	Office Survey	H&A Sub- Consultant UDBE	Total Cost
<b>Grand Totals - as of 04/25/12</b>							\$150	\$206	\$112	\$112	
Task	Scope of Work - Description										
1	Bid Schedule "A"						\$1,200	\$26,368	\$2,800	\$1,792	\$32,160
2	Bid Schedule "B"						\$1,200	\$21,836	\$2,240	\$1,792	\$27,068
3	Bid Alternate 1 - Segment 1						\$300	\$7,004	\$504	\$824	\$8,632
4	Bid Alternate 2 - Segment 2						\$300	\$4,944	\$504	\$224	\$5,972
5	Bid Alternate 3 - Segment 2						\$900	\$8,652	\$1,400	\$448	\$11,400
6	Bid Alternate 4 - Segment 2						\$900	\$5,974	\$952	\$448	\$8,274
7	Bid Alternate 5 - Segment 2						\$900	\$5,768	\$728	\$448	\$7,844
8	Bid Alternate 6 - Segment 2						\$900	\$8,652	\$1,176	\$448	\$11,176
9	SCE Power Poles Relocation - Revised Task as of 04/25/12						\$300	\$3,708	\$280	\$224	\$4,512
10	" Additional As-Needed Services"							\$11,703			\$11,703
11											
12											
13											
14											
<b>H&amp;A Project Total Cost</b>							\$6,900	\$104,609	\$10,584		\$122,093
<b>UDBE Project Total Cost</b>										\$6,648	\$ 6,648
<b>Grand Totals - as of 04/25/12</b>											\$128,741

*For Task Descriptions and Hours, please see the Resource Allocation (Service Scope) Matrix in the Work Proposal / SOQ provided under separate cover*

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** May 8, 2012

**TITLE:** AUTHORIZE AWARD OF CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE DRACAEA AVENUE IMPROVEMENTS FROM PERRIS BOULEVARD TO PATRICIA STREET – PROJECT NO. 12-28574152

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Waive any and all minor irregularities and award the construction contract for the Dracaea Avenue Improvements (from Perris Boulevard to Patricia Street) to All American Asphalt, 400 E. 6<sup>th</sup> Street, Corona, CA 92878, the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with All American Asphalt in the form attached hereto.
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$549,298.75 (\$439,439.00 base bid amount plus 25% contingency) 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 All American Asphalt, up to but not to exceed the Purchase Order's total contingency amount of \$109,859.75, subject to the approval of the City Attorney.
5. 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 roadway system, and release the retention to All American Asphalt, if no claims are filed against the project.

**BACKGROUND**

As part of the Fiscal Year 2011-2012 CIP Budget, the City Council approved the allocation of available Community Development Block Grant (CDBG) monies to create a budget for the design and construction of street improvements for Dracaea Avenue from Perris Boulevard to Patricia Street.

The Planning Division of the Community and Economic Development Department determined on January 26, 2012, that this project qualifies for a Class I Categorical Exemption as defined in both Section 15301C of the California Environmental Quality Act (CEQA) and Section 4.6B of the City’s Rules and Procedures for implementation of CEQA.

In April 2012, the Planning Division determined this project to be a Categorical Excluded activity per Code of Federal Regulations, Title 24 Part 58.35(a), subject to Part 58.5, under the National Environmental Policy Act (NEPA).

**DISCUSSION**

This project will provide curb, gutter, sidewalk, pavement resurfacing, and other miscellaneous improvements for a section of Dracaea Avenue between Perris Boulevard and Patricia Street where improvements do not currently exist. This section of Dracaea Avenue is within the CDBG target area and was selected to receive CDBG funding for much needed street improvements. The project could enhance safety for pedestrians and drivers as well as providing aesthetic improvements to the area.

The design and bidding documents were completed in March 2012 by City’s consultant TKE Engineering. The project was advertised for construction bids in April 2012. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:15 p.m. on April 26, 2012, for the subject project. Five (5) bids were received as follows:

<u>CONTRACTORS</u>	<u>Total Bid Amounts</u>
1. All American Asphalt, Corona.....	\$ 439,439.00
2. Terra Pave, Inc., Whittier.....	\$ 449,020.00
3. Hardy & Harper, Inc., Santa Ana.....	\$ 456,000.00
4. Cooley Construction, Inc., Hesperia.....	\$472,735.60
5. Elite Companies US, Inc., Huntington Beach.....	\$ 483,387.65

The lowest responsible bidder was determined by the bid amount as stipulated in the bidding documents. Staff has reviewed the bid from All American Asphalt and finds All American Asphalt to be the lowest responsible bidder in possession of a valid license

and bid bond. There were two minor irregularities identified in the calculation for All American Asphalt’s bid proposal which did not change the bid order. No outstanding issues were identified through review of the references submitted by All American Asphalt in their bid.

ALTERNATIVES

1. Waive any and all minor irregularities and award the construction contract for the Dracaea Avenue Improvements (from Perris Boulevard to Patricia Street) to All American Asphalt, 400 E. 6<sup>th</sup> Street, Corona, CA 92878, the lowest responsible bidder, authorize the City Manager to execute a contract with All American Asphalt in the form attached hereto, authorize the issuance of a Purchase Order to Contractor in the amount of \$549,298.75 (\$439,439.00 base bid amount plus 25% contingency) when the contract has been signed by all parties, authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with All American Asphalt, up to but not to exceed the Purchase Order’s total contingency amount of \$109,859.75, subject to the approval of the City Attorney, and authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, to accept the improvements into the City’s maintained roadway system, and to release the retention to All American Asphalt, if no claims are filed against the project. *This alternative will provide much needed improvements for Dracaea Avenue.*
  
2. Do not waive any and all irregularities and do not award the construction contract for the Dracaea Avenue Improvements (from Perris Boulevard to Patricia Street) to All American Asphalt, 400 E. 6<sup>th</sup> Street, Corona, CA 92878. *This alternative will delay the construction of the project.*

FISCAL IMPACT

This project is included in the Fiscal Year 2011/2012 Capital Improvements Project Budget and will be financed by the Community Development Block Grant Funds (Fund 285). There is no impact to the General Fund.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

Dracaea Avenue Improvements - Perris Boulevard to Patricia Street..... \$ 670,000  
 (Account No. 285.74152)

ESTIMATED PROJECT COSTS:

Design Costs.....	\$ 45,000
Construction Costs (includes contingency) .....	\$ 549,300
Construction Surveying Costs .....	\$ 22,000
Construction Geotechnical Costs .....	\$ 22,000
Project Administration, Construction Management and Inspection Services*	<u>\$ 30,000</u>
Total Estimated Project Costs .....	\$ 668,300

\*City staff will provide Project Administration, Construction Management and Inspection Services

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....June 2012  
 Anticipated Completion of Construction ..... August 2012

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 project provides the necessary street improvements for Dracaea Avenue to enhance safety for pedestrians and drivers as well as providing aesthetic improvements to the area. City staff recommends awarding a contract to All American Asphalt to construct these improvements.

ATTACHMENTS

Attachment "A" – Location Map  
 Attachment "B" – Agreement, Project No. 12-28574152

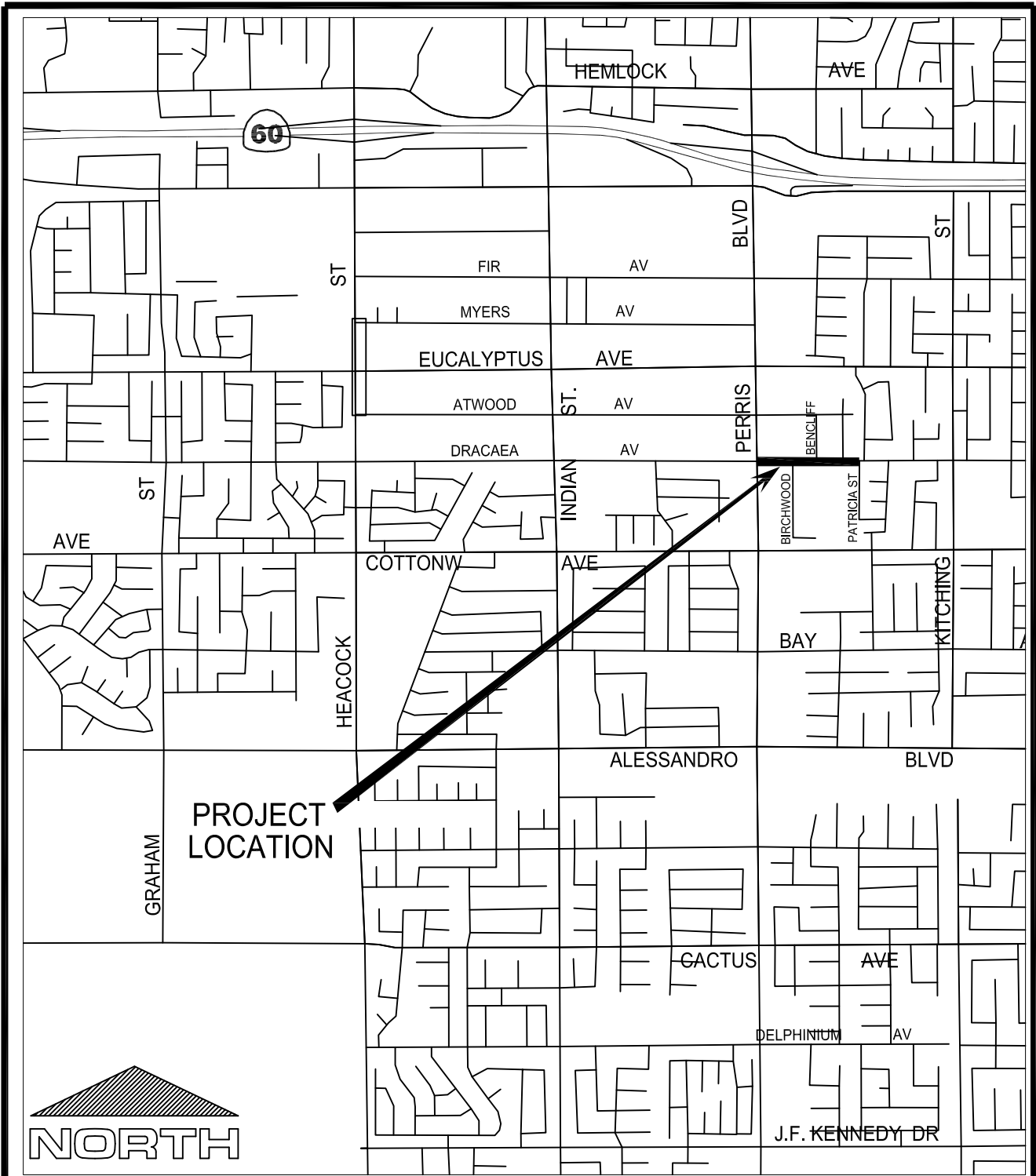
Prepared By:  
 Quang Nguyen  
 Senior Engineer, P.E.

Department Head Approval:  
 Barry Foster  
 Community and Economic Development  
 Director

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

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:



**ATTACHMENT "A"**

Public Works Department  
Capital Projects Division

**DRACAEA AVENUE IMPROVEMENTS**  
FROM PERRIS BOULEVARD TO PATRICIA STREET  
PROJECT NO. 12-28574152

**LOCATION MAP**

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Agreement No. \_\_\_\_\_

## **AGREEMENT**

**PROJECT NO. 12-28574152**

### **DRACAEA AVENUE IMPROVEMENTS From Perris Boulevard to Patricia Street**

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 **All American Asphalt**, 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 Nos. -N/A- inclusive, issued prior to the opening of the Bids
- E. Federal Provisions and Requirements
- F. Any Federal Certifications, documentation and reports as required, including but not limited to Contractor's Certification on Federal Contract Requirements, Certification of Non-segregated Facilities, Certification of Equal Employment Opportunity, Race and Ethnic Data Reporting Form.
- G. City Special Provisions, including the General Provisions and Technical Provisions
- H. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- I. Reference Specifications/Reference Documents
- J. Project Plans
- K. City Standard Plans
- L. Caltrans Standard Plans
- M. EMWD Standard Plans
- N. The bound Bidding Documents
- O. Contractor's Labor and Materials Payment Bond
- P. Contractor's Faithful Performance Bond
- Q. Contractor's Certificates of Insurance and Additional Insured Endorsements
- R. Contractor's Bidder's Proposal, Subcontractor and Material Supplier 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:

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 Bid Items awarded by the City is **Four Hundred Thirty-nine Thousand Four Hundred Thirty-nine and 00/100 Dollars (\$439,439.00)** ("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 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 **sixty (60) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements 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 in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, 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 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 **\$330.00 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 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 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 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 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.

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.

**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 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. FEDERAL REQUIREMENTS.** If the Contractor or Subcontractor is performing work on Section 3, Housing and Urban Development Act of 1968, projects for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000:

11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

11.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

11.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

11.4 The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

11.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**12. 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

ALL AMERICAN ASPHALT

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**

**DESCRIPTION OF THE ATTACHED DOCUMENT**

BIDDER'S BOND SIGNATURE PAGE

(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

**INSTRUCTIONS FOR COMPLETING THIS FORM**

*Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must 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.

**CAPACITY CLAIMED BY THE SIGNER**

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

**Equal Employment  
 Opportunity Certification**  
 Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing  
 and Urban Development**  
 Office of Housing  
 Federal Housing Commissioner

form HUD-92010 (3-2006)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

anceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity

Firm Name and Address
-----------------------

By
Title

clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000;

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.



**CONTRACTOR'S SECTION 3 AFFIRMATIVE ACTION PLAN**

**PROJECT NO. 12-28574152**

**DRACAEA AVENUE IMPROVEMENTS  
From Perris Boulevard to Patricia Street**

The undersigned contractor agrees to implement the following affirmative action steps directed at increasing the utilization of lower-income residents and business concerns located within the City of Moreno Valley.

1. Take affirmative action to ensure that employees or applicants for employment or training are not discriminated against because of race, color, religion, sex, or national origin.
2. Send a notice of Contractor's Section 3 commitment to each labor organization or representative of workers, and post a copy of the notice at a conspicuous place available to employees and applicants for employment or training.
3. To the greatest extent feasible, make a good faith effort to recruit for employment or training lower-income residents from the city, and to award contracts to business concerns which are located in or owned in substantial part by persons residing in the city through use of: Local advertising media, signs placed at the project site, and notification to community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, U.S. Employment Service, Chamber of Commerce, labor unions, trade associations, and business concerns.
4. Maintain a file of all low-income area residents who applied for employment or training either on their own or on referral from any source, and the action taken with respect to each area resident.
5. Maintain a file of all business concerns located in the city who submitted a bid for work on the project, and the action taken with respect to each bid.
6. Maintain records, including copies of correspondence, memoranda, etc., which document that affirmative action steps have been taken.
7. Incorporate the Section 3 clause provisions in all subcontracts, and require subcontractors to submit a Section 3 Affirmative Action Plan.
8. List project work force needs for the project by occupation, trade, skill level, and number of positions on the work force profile forms.
9. List information related to subcontracts to be awarded.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

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Contractor's Section 3 Affirmative Action Plan  
00502

**NOTICE OF SECTION 3 COMMITMENT**

**PROJECT NO. 12-28574152**

**DRACAEA AVENUE IMPROVEMENTS  
From Perris Boulevard to Patricia Street**

TO: \_\_\_\_\_  
(Name of Labor Union, Worker's Representative, etc.)

\_\_\_\_\_  
(Address)

The undersigned currently holds a contract with the City of Moreno Valley involving Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obliged, to the greatest extent feasible, to give opportunities for employment and training to lower-income persons residing within the city where the project is located, and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by persons residing in the city.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968.

A copy of this notice will be posted by the undersigned in a conspicuous place available to employees or applicants for employment.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Race and Ethnic Data Reporting Form**

**U.S. Department of Housing and Urban Development**  
Office of Administration

City of Moreno Valley  
Project No. 12-28574152  
OMB Approval No. 2535-0113  
form HUD-27061

Program Title:

Grantee/Recipient Name:

Grantee Reporting Organization:

**Reporting Period From** (mm/dd/yyyy): \_\_\_\_\_ **To** (mm/dd/yyyy): \_\_\_\_\_

<b>Racial Categories</b>	<b>Total Number of Race Responses</b>	<b>Total Number of Hispanic or Latino Responses</b>
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black or African American <i>and</i> White		
American Indian or Alaska Native <i>and</i> Black or African American		
* Other multiple race combinations greater than one percent: [Per the form instructions, write in a description using the box on the right]		
Balance of individuals reporting more than one race		
<b>Total:</b>		
* If the aggregate count of any reported multiple race combination that is not listed above exceeds 1% of the total population being reported, you should separately indicate the combination. See detailed instructions under "Other multiple race combinations."		

Public reporting burden for this collection is estimated to average 1.15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection instrument. HUD may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**Instructions for the Race and Ethnic Data Reporting form (HUD-27061)**

**A. General Instructions:**

This form is intended to be used by two categories of respondents: (1) applicants requesting funding from the Department of Housing and Urban Development (HUD); and (2) organizations who receive HUD Federal financial assistance that are required to report race and ethnic information.

In compliance with OMB direction to revise the standards for collection of racial data, HUD has revised its standards as depicted on this form. The revised standards are designed to acknowledge the growing diversity of the U.S. population. Using the revised standards, HUD offers organizations that are responding to HUD data requests for racial information, the option of selecting one or more of nine racial categories to identify the racial demographics of the individuals and/or the communities they serve, or are proposing to serve. HUD's collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below.

1. The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined below.

**Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

**Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories as revised by Office of Management and Budget are defined below:

**American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

**Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

**Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

**Note:** The information required to be reported may be collected and submitted to HUD via the use of this form or by other means, such as summary reports or via electronic reporting mechanisms. The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs.

**B. Specific Instructions for Completing the Form:**

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report (via this form or by the use of other means such as

electronic reports that provide the summary data required by this form) the aggregate totals of the racial and ethnic data that you collect via the applicable categories as described below:

**Total Number of Racial Responses:** Under this column you should indicate the total number of responses collected in the blocks next to the applicable categories.

**Total Number of Hispanic or Latino Responses:** Under this column you should indicate the total number of responses collected in the blocks next to the applicable racial categories (e.g., you would enter the total number of Asian respondents that indicated they are Hispanic or Latino). When collecting this information from beneficiaries of the Federal financial assistance all respondents should be required to indicate their ethnic category, which requires either a “yes” or “no” response.

**Other Multiple Race Combinations:** Next to this racial category, indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above, and which have a total count that exceeds one percent of the total population being reported. You must identify each such racial combination, including the actual count, the percentage of the total population (in parenthesis), and actual Hispanic or Latino count.

For example, if you obtain data that indicates that the total population being served is 200 and includes 10 Native Hawaiian or Other Pacific Islander and White and 12 Native Hawaiian or Other Pacific Islander and Asian, and those numbers (of Native Hawaiian or Other Pacific Islander and White and Native Hawaiian or Other Pacific Islander and Asian) each equates to more than one percent of the total population being served, and 2 of the Native Hawaiian or Other Pacific Islander and White indicate they belong to the Hispanic/Latino ethnic category and 3 of the Native Hawaiian or Other Pacific Islander and Asian indicate they belong to the Hispanic/Latino ethnic category, you should complete the form as follows:

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
* Other multiple race combinations: [Per the form instruction, write in a description using the box on the right]	Native Hawaiian or Other Pacific Islander AND White 10 (5%)	2
	Native Hawaiian or Other Pacific Islander AND Asian 12 (6%)	3

How the percentage should be applied will vary by program depending on whether the program is required to provide data on the total community, or on the beneficiaries/individuals that are being served or that are proposed to be served.

**Balance of individuals reporting more than one race:** This block is intended to capture the balance of any racial categories that are not included in the list of nine above, and are not included under “**Other multiple race combinations greater than one percent.**” Indicate the total number of all racial categories reported that do not fit the nine racial categories above, and do not equate to one percent of the total population being reported. Be sure to also indicate the total number of all related Hispanic or Latino responses.

**Total:** On the last row of the form you should indicate the aggregate totals of all the information you have gathered including the total of all racial categories and the total of all the Hispanic or Latino categories.

**WORK FORCE PROFILE**

	Total Employees	A	B	C	D	E	F	G	H	I	J
Office/Administrators											
Professionals											
Technicians											
Protective Services											
Para-Professionals											
Office/Clerical											
Skilled Crafts											
Service/Maintenance											
TOTAL											

PERCENTAGES (Rounded to nearest tenth)

	A	B	C	D	E	F	G	H	I	J
Office/Administrators										
Professionals										
Technicians										
Protective Services										
Para-Professionals										
Office/Clerical										
Skilled Crafts										
Service/Maintenance										
TOTAL										

A - White Male      D - Asian American Male      G - Black Female      J - American Indian Female  
 B - Black Male      E - American Indian Male      H - Hispanic Female      Total Minorities Employed:  
 C - Hispanic Male      F - White Female      I - Asian American Female      Percent of Work Force:

**COMBINED WORK FORCE PROFILE**

EEO-4 CATEGORY	TOTAL	WHITE	BLACK	HISPANIC	ASIAN AMERICAN	AMERICAN INDIAN	WOMEN
Official/Administrators							
Professionals							
Technicians							
Protective Services							
Para-Professionals							
Office/Clerical							
Skilled Crafts							
Service/Maintenance							
TOTAL							

PERCENTAGES

EEO-4 CATEGORY	WHITE	BLACK	HISPANIC	ASIAN AMERICAN	AMERICAN INDIAN	WOMEN
Official/Administrators						
Professionals						
Technicians						
Protective Services						
Para-Professionals						
Office/Clerical						
Skilled Crafts						
Service/Maintenance						
TOTAL						

**COMBINED WORK FORCE PROFILE (continued)**

**UTILIZATIONS**

Computed using Riverside County Population statistics

	WHITE	BLACK	HISPANIC	COMBINED ASIAN AMERICAN AND AMERICAN INDIAN	WOMEN
Official/Administrators					
Professionals					
Technicians					
Protective Services					
Para-Professionals					
Office/Clerical					
Skilled Crafts					
Service/Maintenance					
<b>TOTAL</b>					



Section 3 – HUD Act of 1968

City of Moreno Valley  
Project No. 12-28574152

NEW HIRES

EEO-4 CATEGORY	# OF HIRES	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

A - White Male  
B - Black Male  
C - Hispanic Male  
D - Asian American Male  
E - American Indian Male  
F - White Female  
G - Black Female  
H - Hispanic Female  
I - Asian American Female  
J - American Indian Female

	NUMBER OF HIRES	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

TERMINATIONS

EEO-4 CATEGORY	# OF TERMINATIONS	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

J - American Indian Female

G - Black Female

D - Asian American Male

H - Hispanic Female

E - American Indian Male

I - Asian American Female

F - White Female

A - White Male

B - Black Male

C - Hispanic Male

	NUMBER OF TERMINATIONS	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

**PROMOTIONS**

EEO-4 CATEGORY	# OF PROMOTIONS	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
<b>TOTAL</b>													

J - American Indian Female

A - White Male  
B - Black Male  
C - Hispanic Male  
D - Asian American Male  
E - American Indian Male  
F - White Female  
G - Black Female  
H - Hispanic Female  
I - Asian American Female

	NUMBER OF PROMOTIONS	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
<b>TOTAL</b>		
<b>TOTAL MINORITIES</b>		

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Price)**

**PROJECT NO. 12-28574152**

**DRACAEA AVENUE IMPROVEMENTS  
From Perris Boulevard to Patricia Street**

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 ALL AMERICAN ASPHALT, 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 Manager, and identified as **Project No. 12-28574152**, 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 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.

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**

**DESCRIPTION OF THE ATTACHED DOCUMENT**

BIDDER'S 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 \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THIS FORM**

*Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must 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.

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**LABOR AND MATERIALS PAYMENT BOND  
(100% of Total Contract Amount)**

**PROJECT NO. 12-28574152**

**DRACAEA AVENUE IMPROVEMENTS  
From Perris Boulevard to Patricia Street**

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 ALL AMERICAN ASPHALT, 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 Manager, and identified as **Project No. 12-28574152**, 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.

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

### DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S BOND SIGNATURE PAGE

(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly appears above in the notary section or a separate acknowledgment form must 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.

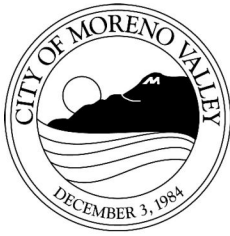
### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

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

## Report to City Council

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**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:** May 8, 2012

**TITLE:** PA08-0072 – APPROVAL OF PROPOSED RESOLUTION FOR A SUMMARY VACATION OF PORTIONS OF CORPORATE STREET, FREDERICK STREET AND RESOURCE WAY LOCATED AT THE NORTHWEST CORNER OF CACTUS AVENUE AND FREDERICK STREET.

**DEVELOPER:** US REAL ESTATE LIMITED PARTNERSHIP,  
SAN ANTONIO, TX 78230

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### **RECOMMENDED ACTION**

Staff recommends that the City Council

1. Adopt the Resolution No. 2012-27, summarily vacating portions of Corporate Street, Frederick Street and Resource Way; and
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

### **BACKGROUND**

The Planning Commission approved this project on April 9, 2009. The project consists of a 522,774 square-foot industrial warehouse building to be located on the west side of Frederick Street between Cactus Avenue and Resource Way. Currently, the City has all the necessary right-of-way on Corporate Street, Frederick Street and Resource Way for public improvements. The right-of-way was obtained through various dedications from previously recorded maps and/or by separate instruments (i.e. Offers of Dedication) as the surrounding area developed.

## **DISCUSSION**

Corporate Street and Resource Way are designated as industrial collectors with a 78-foot right-of-way and Frederick Street as a minor arterial with an 88-foot right-of-way. The conditions of approval require this project to vacate several areas of excess right-of-way, along the project frontage, on Corporate Street, Frederick Street and Resource Way. The excess right-of-way was intended for the use of public roads, utilities, and landscaping purposes. The project has proposed a site layout that will not utilize the excess right-of-way.

The Land Development Division staff has reviewed the developer's request for the summary vacation of said portions of excess right-of-way and no public improvements exist and no public money was expended for maintenance of said portions of excess right-of-way. These portions right-of-way are unnecessary for present or prospective public use. The City Council's approval to summarily vacate said portions of Corporate Street, Frederick Street and Resource Way would abandon the City's right to said portions. There are no public or utility improvements within the excess right-of-way along these portions of Corporate Street, Frederick Street and Resource Way to be vacated.

## **ALTERNATIVES**

1. Adopt the proposed resolution, summarily vacating portions of Corporate Street, Frederick Street, and Resource Way. *The said portions of excess right-of-way are no longer, nor will be in the future, useful for road, public utility, and landscaping and purposes.*
2. Do not adopt the proposed resolution, summarily vacating portions of Corporate Street, Frederick Street and Resource Way. *The said portions of excess right-of-way will remain as public right-of-way; however, the right-of-way is no longer, nor will be in the future, useful for road, public utility, landscaping and purposes.*

## **NOTIFICATION**

Notice has been given to the various utility companies. The public has been notified by publication of agenda.

## **ATTACHMENTS/EXHIBITS**

Attachment 1 - Vicinity Map  
Attachment 2 - Proposed Resolution

Prepared By  
Vicente Giron  
Associate Engineer

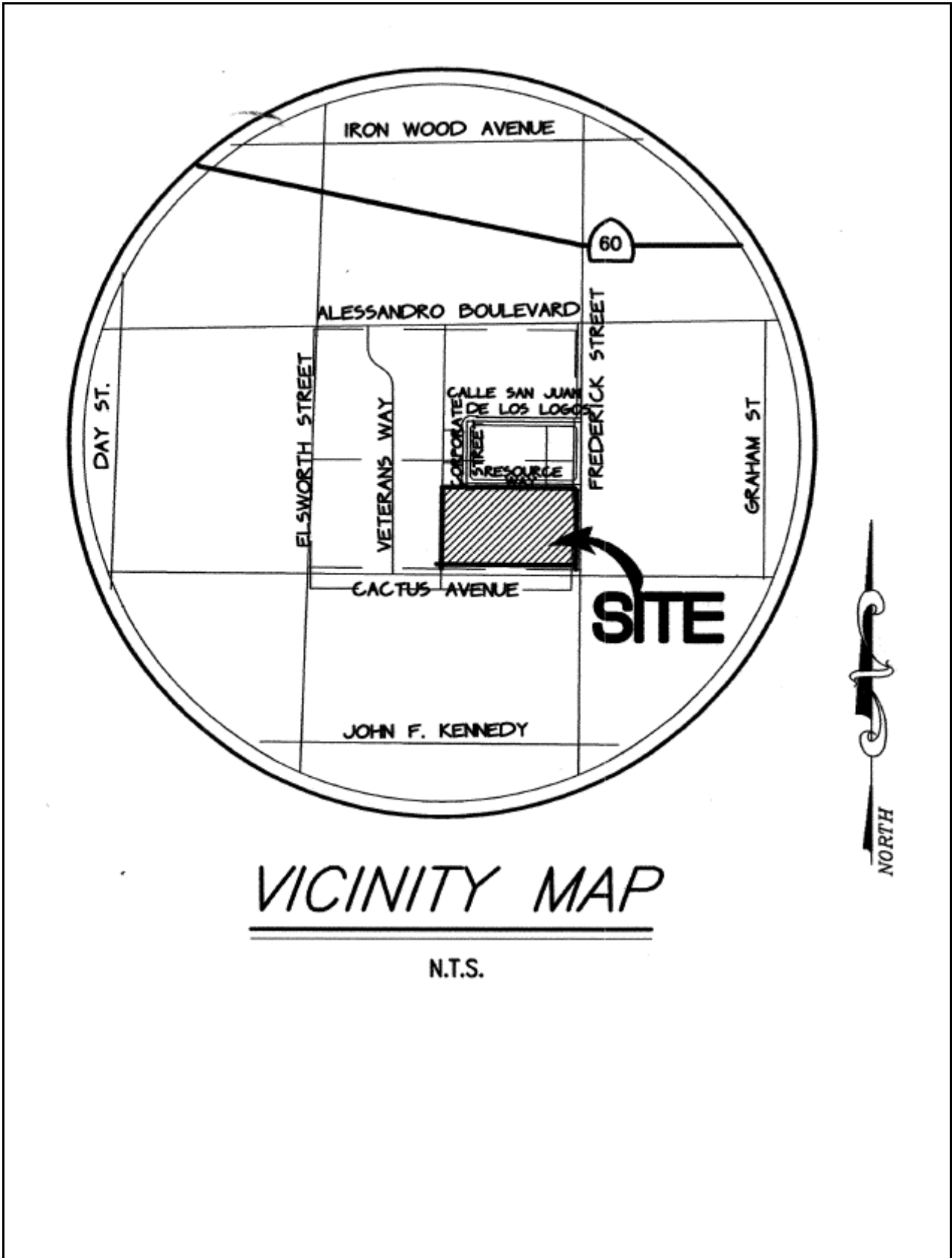
Department Head Approval  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

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:

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*VICINITY MAP*

N.T.S.

CITY OF MORENO VALLEY  
 COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT -  
 LAND DEVELOPMENT

PA08-0072

ATTACHMENT 1

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RESOLUTION NO. 2012-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE SUMMARY VACATION OF PORTIONS OF CORPORATE STREET, FREDERICK STREET AND RESOURCE WAY

WHEREAS, the City Council of the City of Moreno Valley, California, acquired right-of-way easements for road, public utility, and landscape purposes located along portions of Corporate street, Frederick Street and Resource Way; and

WHEREAS, portions of this right-of-way is no longer, nor in the future will be, useful for road, public utility, and landscape purposes; and

WHEREAS, no public improvements exist on said portions of right-of way; and

WHEREAS, no public money was expended for maintenance of said portions of right-of way,

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

Section 1

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways, and Service Easements Vacation Law," the following described portion of right-of way is summarily vacated and abandoned:

That said portions of Corporate Street, Frederick Street and Resource Way, in the City of Moreno Valley, County of Riverside, State of California described in the attached legal description and illustrated on the plat, attached hereto and made a part hereof, marked Exhibits "A" and "B", respectively.

Excepting and reserving from the vacation any easement for existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove or renew such facilities, pursuant to Section 8340 of the Streets and Highway Code.

**Attachment 2**

Resolution No. 2012-27  
Date Adopted: May 08, 2012

Section 2

That pursuant to the provisions of Sections 831 of Title 3 and 1112 of Title 4, Part 2, Division 2 of the California Civil Code of the State of California, title to the above-described portions of Corporate Street, Frederick Street and Resource Way revert to the owner of the underlying fee thereof, free from use as an easement for drainage purposes except as noted in Section 1.

Section 3

That the City Clerk of the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 8<sup>th</sup> day of May, 2012.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Resolution No. 2012-\_\_\_\_  
Date Adopted: May 08, 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-\_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-\_\_\_  
Date Adopted: May 08, 2012

**EXHIBIT "A"****VACATION****LEGAL DESCRIPTION****PORTION 1 AND PORTION 5:**

THOSE PORTIONS OF RESOURCE WAY GRANTED TO THE CITY OF MORENO VALLEY FOR PUBLIC ROAD, DRAINAGE PURPOSES, PUBLIC UTILITY AND PUBLIC SERVICE PURPOSES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED AUGUST 11, 1988 AS INSTRUMENT NO. 227046, OF OFFICIAL RECORDS, TOGETHER WITH THOSE PORTIONS OF SAID RESOURCE WAY DEDICATED AS LOT "B" TO THE CITY OF MORENO VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES ON PARCEL MAP NO. 23586-1, AS PER MAP FILED IN BOOK 177, PAGES 18, 19 AND 20 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL MAP NO. 23586-1, SAID CORNER ALSO BEING ON THE SOUTHERLY LINE OF RESOURCE WAY (78.00 FEET WIDE);

THENCE ALONG THAT CERTAIN SOUTHERLY LINE OF RESOURCE WAY SHOWN AS HAVING A BEARING AND DISTANCE OF "NORTH 89° 53' 22" EAST, 694.77 FEET" ON SAID PARCEL MAP NO. 23586-1 AND IT'S WESTERLY PROLONGATION, SOUTH 89° 53' 22" WEST, 776.12 FEET;

THENCE SOUTH 49° 01' 31" WEST, 6.11 FEET TO A LINE PARALLEL WITH AND DISTANT 4.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM SAID WESTERLY PROLONGATION;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 53' 22" WEST, 65.10 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 39.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF CORPORATE WAY AS SHOWN ON SAID PARCEL MAP NO. 23586-1;

THENCE ALONG LAST MENTIONED PARALLEL LINE, NORTH 00° 06' 32" WEST, 3.82 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL MAP NO. 23586-1, SAID POINT BEING THE END POINT OF THIS DESCRIPTION.

**PORTION 2:**

ALL OF THOSE PORTIONS OF RESOURCE WAY AND FREDERICK STREET DEDICATED BY THAT CERTAIN DOCUMENT ENTITLED "OFFER OF DEDICATION" TO THE CITY OF MORENO VALLEY FOR PUBLIC HIGHWAY PURPOSES, RECORDED SEPTEMBER 19 2007 AS DOCUMENT NO. 2007-0591393, OF SAID OFFICIAL RECORDS.

**PORTION 3:**

THAT PORTION OF FREDERICK STREET GRANTED TO THE CITY OF MORENO VALLEY FOR PUBLIC ROAD AND DRAINAGE PURPOSES SHOWN AND DESCRIBED AS PARCEL "C" OF DOCUMENT ENTITLED "EASEMENT", RECORDED AUGUST 11, 1988 AS INSTRUMENT NO. 227049, OF SAID OFFICIAL RECORDS.

Resolution No. 2012-\_\_\_\_  
Date Adopted: May 08, 2012

**EXHIBIT "A"**

**VACATION**

**LEGAL DESCRIPTION**

**PORTION 4:**

THAT PORTION OF DOCUMENT ENTITLED "EASEMENT DEED" TO THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR RIGHT-OF-WAY, LANDSCAPE CONSTRUCTION AND MAINTENANCE PURPOSES, RECORDED JANUARY 25, 1991 AS INSTRUMENT NO. 027214, OF SAID OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AND DESCRIBED AS "NORTH 00° 06' 28" WEST, 336.84 FEET" IN SAID EASEMENT DEED;

THENCE ALONG THE SOUTHERLY PROLONGATION OF SAID COURSE, SOUTH 00° 06' 28" EAST, 82.31 FEET;

THENCE NORTH 89° 53' 32" EAST, 18.00 FEET TO THE EASTERLY LINE OF SAID EASEMENT DEED;

THENCE ALONG THE BOUNDARY OF SAID EASEMENT DEED THE FOLLOWING SEVEN (7) COURSES:

- 1) SOUTH 00° 06' 28" EAST, 25.01 FEET;
- 2) SOUTH 89° 53' 30" WEST, 19.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 20.00 FEET;
- 3) WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 19' 54" AN ARC LENGTH OF 7.80 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET;
- 4) WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 19' 54" AN ARC LENGTH OF 7.80 FEET;
- 5) TANGENT TO SAID CURVE, SOUTH 89° 53' 30" WEST, 38.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 89° 53' 29" WEST;
- 6) NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53° 00' 03" AN ARC LENGTH OF 27.75 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 108.13 FEET;
- 7) NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53° 00' 00" AN ARC LENGTH OF 100.02 FEET TO THE POINT OF BEGINNING.

**TOTAL VACATION PORTIONS 1 THROUGH 5 CONTAINING: 10,749 SQUARE FEET.**

Resolution No. 2012-\_\_\_\_  
Date Adopted: May 08, 2012

**EXHIBIT "A"**

**VACATION**

**LEGAL DESCRIPTION**

PORTION 6:

VACATION TO PARCEL 14 OF PARCEL MAP NO. 23586-1

THAT PORTION OF CORPORATE STREET DEDICATED AS LOT "A" TO THE CITY OF MORENO VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES ON PARCEL MAP NO. 23586-1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 177, PAGES 18, 19 AND 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT 39.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID CORPORATE STREET AND SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL 14 OF SAID PARCEL MAP NO. 23586-1.

**PORTION 6 CONTAINING:** 630 SQUARE FEET.

PORTION 7:

VACATION TO PARCEL 13 OF PARCEL MAP NO. 23586-1

THAT PORTION OF CORPORATE STREET DEDICATED AS LOT "A" TO THE CITY OF MORENO VALLEY FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES ON PARCEL MAP NO. 23586-1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 177, PAGES 18, 19 AND 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED WESTERLY BY THE EASTERLY LINE OF PARCEL 13 OF SAID PARCEL MAP NO. 23586-1, BOUNDED SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 13 AND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT 39.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID CORPORATE STREET.

**PORTION 7 CONTAINING:** 24 SQUARE FEET.

**EXHIBIT "B"** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



BRIAN L. THIENES  
P.L.S. No. 5750  
REG. EXP. 12/31/13

2/23/12  
DATE



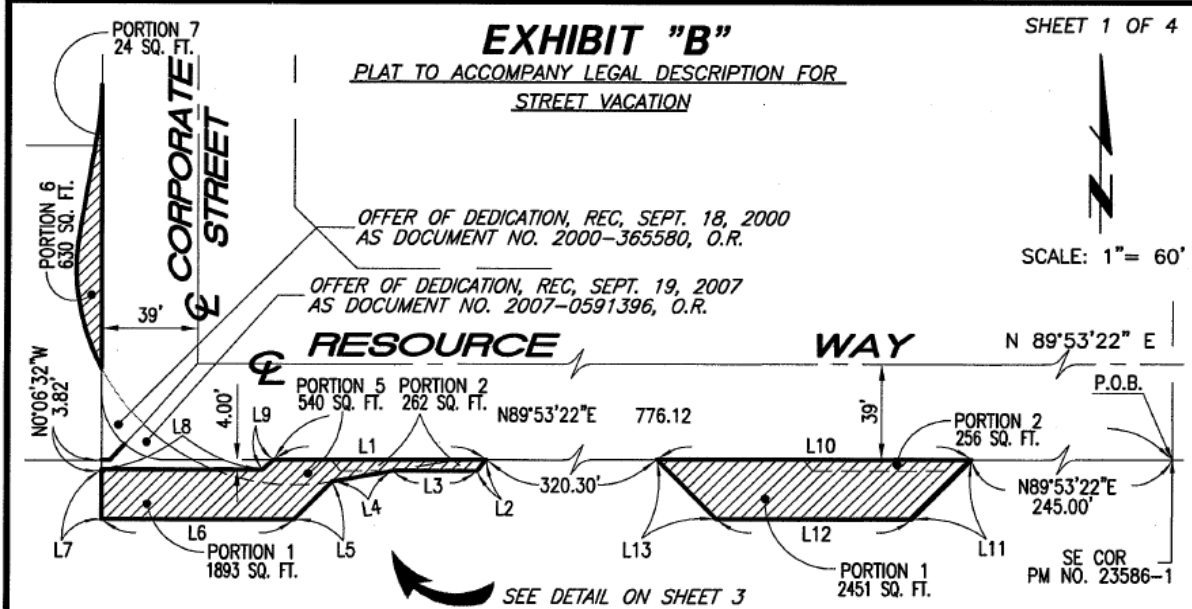
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Last Update: 02/16/12  
PA08-0072

Resolution No. 2012-\_\_\_\_  
Date Adopted: May 08, 2012

# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR  
STREET VACATION

SHEET 1 OF 4



SCALE: 1" = 60'

**VACATION NOTES:**

- PORTION 1:**  
RESOURCE WAY GRANTED TO THE CITY OF MORENO VALLEY FOR PUBLIC ROAD PURPOSES REC. 8/11/1988, AS INST. NO. 227046 O.R. (EASEMENT VACATION TO OMP)
- PORTION 2:**  
RESOURCE WAY AND FREDERICK STREET DEDICATED TO THE CITY OF MORENO VALLEY FOR PUBLIC HIGHWAY PURPOSES REC. 9/19/2007, AS DOC. NO. 2007-0591393 O.R. (EASEMENT VACATION TO OMP)
- PORTION 5:**  
RESOURCE WAY GRANTED TO THE CITY OF MORENO VALLEY FOR PUBLIC ROAD PURPOSES PER P.M. NO. 23586-1, P.M.B. 177/18-20. (VACATION TO OVERTON MOORE PROPERTIES)

**VACATION NOTES:**

- PORTION 6:**  
CORPORATE STREET GRANTED TO THE CITY OF MORENO VALLEY FOR PUBLIC ROAD PURPOSES PER P.M. NO. 23586-1, P.M.B. 177/18-20. (VACATION TO JAY A. ZUPPARDO AND TERESA L. ZUPPARDO)
- PORTION 7:**  
CORPORATE STREET GRANTED TO THE CITY OF MORENO VALLEY FOR PUBLIC ROAD PURPOSES PER P.M. NO. 23586-1, P.M.B. 177/18-20. (VACATION TO JAY A. ZUPPARDO AND TERESA L. ZUPPARDO)

**LEGEND:**



**NOTE:**

SEE SHEET 4 OF 4 FOR  
LINE TABLE, VICINITY MAP,  
AND LINE LEGEND.

Last Update: 02/16/12  
O:\2769\2769B\ESMT\VACATIONS\2769\_VAC1.dwg  
PA08-0072

**Thienes Engineering, Inc.**  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173

**SURVEYOR:**

PREPARED UNDER THE SUPERVISION OF:

*[Signature]*  
BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2013

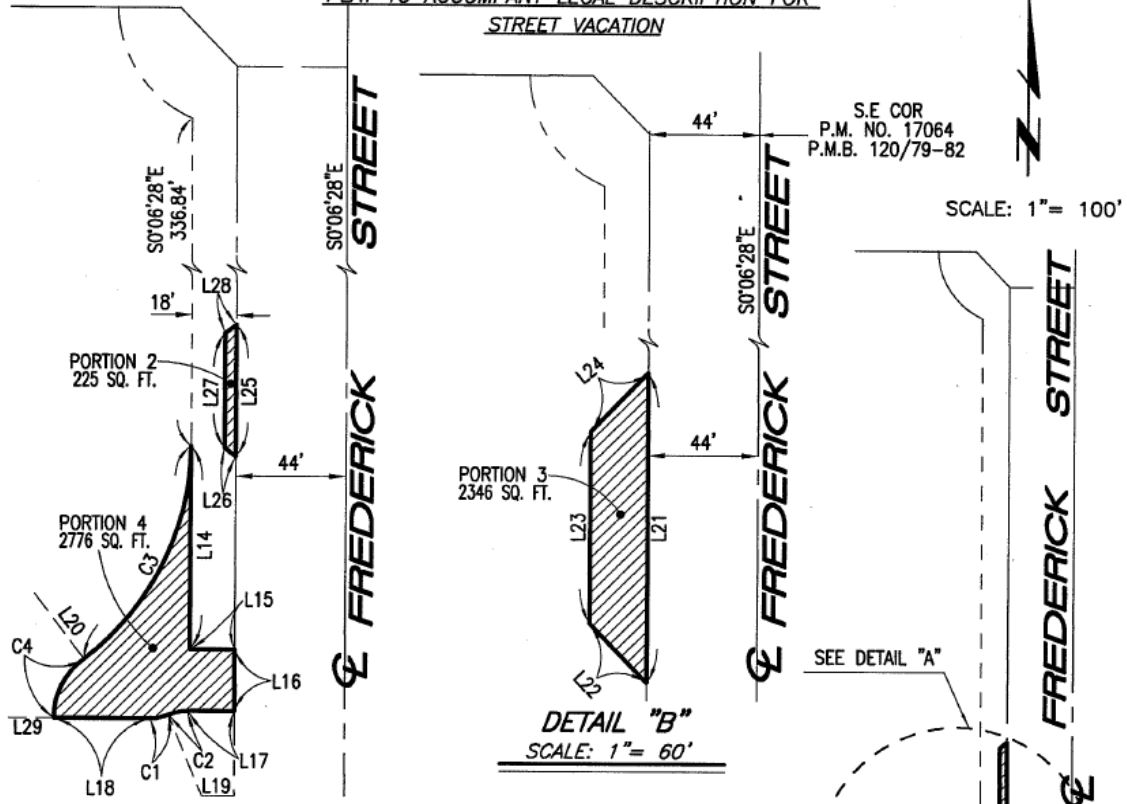


Resolution No. 2012-  
Date Adopted: May 08, 2012

**EXHIBIT "B"**

SHEET 2 OF 4

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR  
STREET VACATION

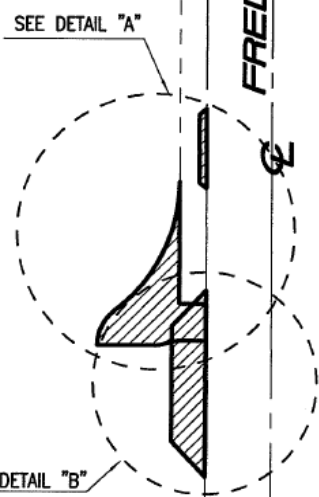


S.E. COR  
P.M. NO. 17064  
P.M.B. 120/79-82

SCALE: 1" = 100'

**DETAIL "A"**  
SCALE: 1" = 60'

**DETAIL "B"**  
SCALE: 1" = 60'



**NOTE:**  
SEE SHEET 4 OF 4 FOR  
LINE TABLE, CURVE TABLE,  
VICINITY MAP AND LINE LEGEND.

**VACATION NOTES:**

**PORTION 2:**  
RESOURCE WAY AND FREDERICK STREET DEDICATED TO THE CITY OF MORENO VALLEY FOR PUBLIC HIGHWAY PURPOSES REC. 9/19/2007, AS DOC. NO. 2007-0591393 O.R. (EASEMENT VACATION TO OMP)

**PORTION 3:**  
FREDERICK STREET GRANTED TO THE CITY OF MORENO VALLEY FOR PUBLIC ROAD PURPOSES REC. 8/11/1988, AS INST. NO. 227049 O.R. (EASEMENT VACATION TO OMP)

**PORTION 4:**  
PORTION OF EASEMENT DEED GRANTED TO THE CITY OF MORENO VALLEY FOR LANDSCAPE AND CONSTRUCTION MAINTENANCE PURPOSES REC. 1/25/1991, AS INST. NO. 027214 O.R. (EASEMENT VACATION TO OMP)

**LEGEND:**

 INDICATES VACATION AREA.

Resolution No. 2012-  
Date Adopted: May 08, 2012



# EXHIBIT "B"

SHEET 3 OF 4

## PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR STREET VACATION

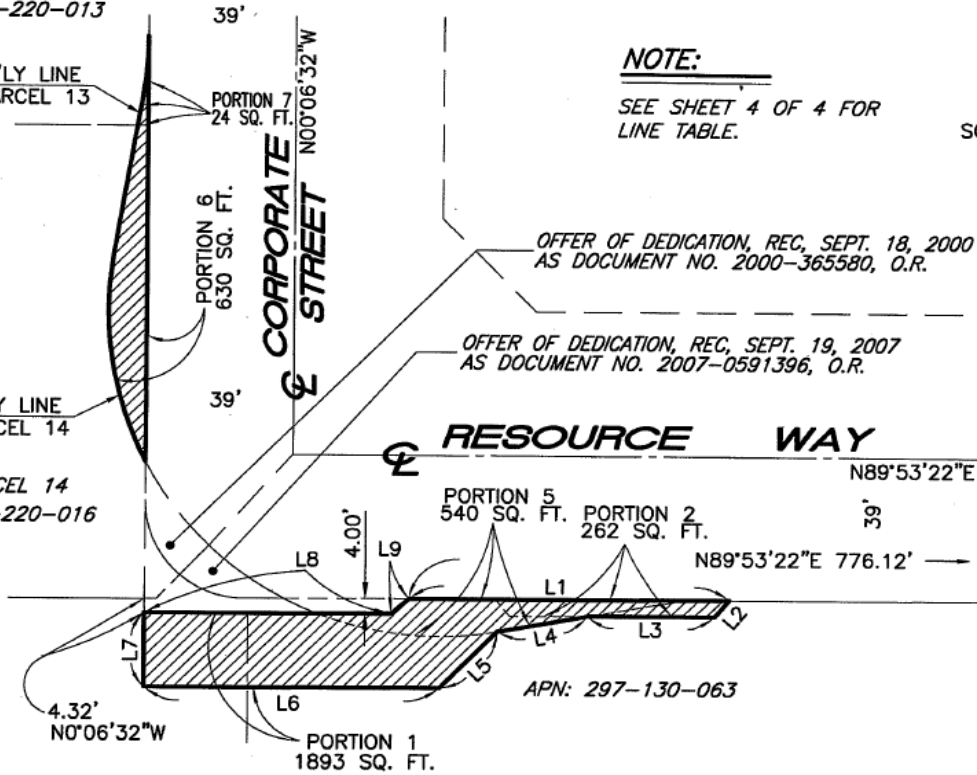
PARCEL 13  
297-220-013

PARCEL 13  
E'LY LINE  
PARCEL 13

PARCEL MAP NO. 23586-1  
P.M.B. 177/18-20

PARCEL 14  
E'LY LINE  
PARCEL 14

PARCEL 14  
297-220-016



### NOTE:

SEE SHEET 4 OF 4 FOR  
LINE TABLE.

SCALE: 1" = 40'

OFFER OF DEDICATION, REC. SEPT. 18, 2000  
AS DOCUMENT NO. 2000-365580, O.R.

OFFER OF DEDICATION, REC. SEPT. 19, 2007  
AS DOCUMENT NO. 2007-0591396, O.R.

### VACATION NOTES:

#### PORTION 1:

RESOURCE WAY GRANTED TO  
THE CITY OF MORENO VALLEY FOR PUBLIC  
ROAD PURPOSES REC. 8/11/1988, AS  
INST. NO. 227046 O.R.  
(EASEMENT VACATION TO OMP)

#### PORTION 2:

RESOURCE WAY AND FREDERICK  
STREET DEDICATED TO THE CITY OF MORENO  
VALLEY FOR PUBLIC HIGHWAY PURPOSES REC.  
9/19/2007, AS DOC. NO. 2007-0591393 O.R.  
(EASEMENT VACATION TO OMP)

#### PORTION 5:

RESOURCE WAY GRANTED TO  
THE CITY OF MORENO VALLEY FOR PUBLIC  
ROAD PURPOSES PER P.M. NO. 23586-1,  
P.M.B. 177/18-20.  
(VACATION TO OVERTON MOORE PROPERTIES)

### LEGEND:



INDICATES  
VACATION AREA.

### VACATION NOTES:

#### PORTION 6:

CORPORATE STREET GRANTED TO  
THE CITY OF MORENO VALLEY FOR PUBLIC  
ROAD PURPOSES PER P.M. NO. 23586-1,  
P.M.B. 177/18-20.  
(VACATION TO JAY A. ZUPPARDO AND  
TERESA L. ZUPPARDO)

#### PORTION 7:

CORPORATE STREET GRANTED TO  
THE CITY OF MORENO VALLEY FOR PUBLIC  
ROAD PURPOSES PER P.M. NO. 23586-1,  
P.M.B. 177/18-20.  
(VACATION TO JAY A. ZUPPARDO AND  
TERESA L. ZUPPARDO)

### NOTE:

SEE SHEET 4 OF 4 FOR  
LINE TABLE, VICINITY MAP,  
AND LINE LEGEND.

Resolution No. 2012-\_\_\_\_\_  
Date Adopted: May 08, 2012

# EXHIBIT "B"

SHEET 4 OF 4

## PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR STREET VACATION

### LINE TABLE:

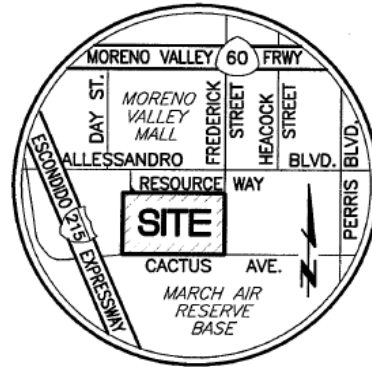
INDEX	BEARING	LENGTH
L1	N89°53'22"E	84.92'
L2	S39°53'22"W	5.87'
L3	S89°53'22"W	33.70'
L4	S79°50'44"W	24.31'
L5	S44°46'55"W	21.60'
L6	S89°53'22"W	78.00'
L7	N0°06'32"W	20.04'
L8	S89°53'22"W	65.10'
L9	S49°01'31"W	6.11'
L10	N89°53'22"E	125.90'
L11	S44°46'55"W	33.93'
L12	S89°53'22"W	78.00'
L13	N45°00'12"W	33.93'
L14	S0°06'28"E	82.31'
L15	N89°53'32"E	18.00'
L16	S0°06'28"E	25.01'
L17	S89°53'30"W	19.00'
L18	S89°53'30"W	38.80'
L19	N22°26'24"W	20.00'
L20	N37°06'28"W	108.13'
L21	S0°06'28"E	126.00'
L22	N43°53'20"W	33.24'
L23	N0°06'28"W	78.00'
L24	N43°40'24"E	33.24'
L25	N0°06'28"W	53.49'
L26	S53°06'28"E	5.63'
L27	S0°06'28"E	46.70'
L28	S52°53'32"W	5.63'
L29	S89°53'29"W	30.00'

### CURVE TABLE:

INDEX	DELTA	RADIUS	LENGTH	TANGENT
C1	22°19'54"	20.00'	7.80'	3.95'
C2	22°19'54"	20.00'	7.80'	3.95'
C3	53°00'00"	108.13'	100.02'	53.91'
C4	53°00'03"	30.00'	27.75'	14.96'

RECORD BEARING/LENGTH PER  
DOCUMENT RECORDED AUGUST  
11, 1988 AS INSTRUMENT NO.  
227049, O.R.

S0°26'13"E	126.00'
N43°20'39"W	33.24'
N0°26'13"W	78.00'
N44°13'05"E	33.24'



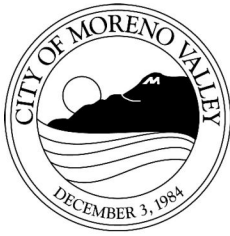
**VICINITY MAP**

NOT TO SCALE

### LINE LEGEND:

- \_\_\_\_\_ INDICATES EXISTING RIGHT-OF-WAY
- \_\_\_\_\_ INDICATES EXISTING STREET CENTERLINE
- INDICATES EXISTING EASEMENT RECORDED  
JANUARY 25, 1991 AS INST. NO. 027214, O.R.
- INDICATES RIGHT-OF-WAY LINE

Resolution No. 2012-\_\_\_\_\_  
Date Adopted: May 08, 2012



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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** May 8, 2012

**TITLE:** TRANSPORTATION MANAGEMENT CENTER: APPROPRIATION OF ADDITIONAL FUNDS TO COMPLETE PROJECT

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the transfer of \$121,000 from the Traffic Signals Development Impact Fees (DIF) Fund (Fund 202) to the DIF Traffic Signal Capital Project Fund (Fund 417).
2. Authorize the appropriation of \$121,000 from DIF Traffic Signal Capital Project Fund balance to Account 417.79528 (Transportation Management Center) upon approval of transfer above.

### **BACKGROUND**

In 2009, the Transportation Engineering Division completed an ITS Master Plan which provided recommendations for a systems-based approach to updating the City's traffic control infrastructure. The Transportation Management Center (TMC) is an integral component of the ITS Master Plan.

The Transportation Management Center (TMC) project was first approved in the 2008-2009 Capital Improvement Program. The City Council authorized a contract for software procurement for the TMC on July 10, 2011.

A TMC provides the ability to centrally monitor roadway conditions and adjust traffic signal timing to optimize vehicle flow. Monitoring is generally accomplished through the use of closed-circuit television cameras which can be panned/tilted/zoomed to display wide or narrow views of areas of concern, and data from traffic detectors is used to display real-time vehicle speeds. Control is accomplished via traffic signal interconnect

communication facilities which have been steadily deployed over time. These capabilities can be manual or automated. Benefits are accrued with both recurring and non-recurring congestion. Examples of non-recurring congestion that can be improved with central control include incidents and construction. Central monitoring and control has staff multiplier benefits in that the same personnel can provide a higher level of monitoring and mobility improvements compared with present-day operations.

The TMC will be linked to the City of Riverside and Caltrans District 8 TMC's via high-bandwidth data connections, allowing Moreno Valley the capability of viewing video from those agency's CCTV cameras, as well as coordinating response in the event of incidents. Other nearby agencies with fully operational TMC's include Temecula, Corona, and Fontana. In other parts of Southern California, virtually all agencies with populations over 50,000 maintain active TMC's.

The TMC and the concurrent Police Department surveillance system are being integrated so that video and communication infrastructure would be shared, thus maximizing the benefits of both systems.

## **DISCUSSION**

In late 2011, City staff across departments achieved consensus on relocating the proposed TMC adjacent to the City Council foyer, in a space formerly occupied by Emergency Management staff. Since completion of the Emergency Operations Center and relocation of staff to that facility, this space has been underutilized. It currently functions as space for part-time media staff. The TMC project would continue to provide workspace for Media and Communications staff by partitioning the space.

In early 2012, the City hired a highly qualified architect to prepare preliminary and final design plans for the TMC construction. Renderings of the approved conceptual design are provided as an attachment to this report.

City staff is requesting appropriation of additional funds for the following reasons:

1. The new space is larger than that which was previously identified for the TMC site (the Fishbowl conference room).
2. The space requires subdivision and provision of separate access for Media and Communications staff.
3. The City Council foyer would be modified and updated. Provisions will be made for an area for media briefings, with an attractive Moreno Valley-oriented background.
4. Staff intends to complete a product with an enhanced quality look, suited to its high-visibility location adjacent to the City Council Chamber.

The foyer modifications are anticipated to be completed during the City Council recess this summer.

**ALTERNATIVES**

1. Authorize the transfer of \$121,000 from the Traffic Signals Development Impact Fees (DIF) Fund (Fund 202) to the DIF Traffic Signal Capital Project Fund (Fund 417), and authorize the appropriation of \$121,000 from DIF Traffic Signal Capital Project Fund balance to Account 417.79528 (Transportation Management Center). *This alternative will allow for completion of the Transportation Management Center project.*
2. Do not appropriate additional funds. *This alternative will cause the Transportation Management Center project to be delayed until additional funds are obtained.*
3. Provide alternate direction to City staff.

**FISCAL IMPACT**

The Transportation Management Center Project (TMC) is included in the Fiscal Year 2011/2012 Capital Improvement Program budget and is financed by the Traffic Signals Development Impact Fee fund (Fund 202) and the Air Quality Management Fund (Fund 137). These funds can only be used for traffic signal and air quality improvement purposes. There is no impact to the General Fund.

**PROPOSED APPROPRIATIONS:****TRANSFER**

CAT.	FUND	BUSINESS UNIT	TYPE	ORIGINAL BUDGET	PROPOSED ADJUSTMENT	REVISED BUDGET
Transfer Out	Traffic Signals DIF Fund (202)	202.20210.6923	EXP	\$1,349,000	\$121,000	\$1,470,000
Transfer In	DIF Traffic Signals Capital Projects Fund (417)	417.4170.4701	REV	1,349,000	121,000	1,470,000

**BUDGET APPROPRIATION**

CAT.	FUND	BUSINESS UNIT	TYPE	ORIGINAL BUDGET	PROPOSED ADJUSTMENT	REVISED BUDGET
CIP	DIF Traffic Signals Capital Projects Fund (417)	417.79528 (Transportation Management Center)	EXP	\$221,578	\$121,000	\$342,578

**AVAILABLE FUNDS**

FY 2011/2012 Development Impact Fees—	
Account No. 417.79528 .....	\$ 221,578.00
FY 2009/2010 Air Quality Management—	
Account No. 137.68129 .....	\$ 214,646.00
Additional Appropriation .....	\$ 121,000.00
<b>Available Funds .....</b>	<b>\$ 557,224.00</b>

**ESTIMATED COSTS**

TMC Software .....	\$	315,000.00
Architectural services .....	\$	37,000.00
Construction .....	\$	95,000.00
Computer Equipment and Furnishings .....	\$	60,000.00
Administration/Project Management.....	\$	50,000.00
<b>Total Estimated Cost.....</b>	<b>\$</b>	<b>557,000.00</b>

**ANTICIPATED PROJECT SCHEDULE**

Complete design:	May 2012
Bidding:	June 2012
Foyer modification:	July-August 2012
Completion of TMC:	October 2012

**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.

**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.

**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 which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

**NOTIFICATION**

No notification is required for the recommended action.

**ATTACHMENT**

1. Architectural renderings of proposed TMC

Prepared By:  
John Kerenyi, P.E.  
Senior Engineer

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

Concurred By:  
Eric Lewis, P.E., T.E.  
City Traffic Engineer

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

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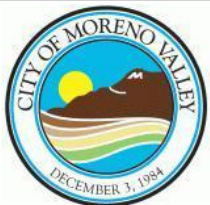




City of Moreno Valley  
 Transportation Management Center  
 14177 FREDERICK ST.  
 MORENO VALLEY, CA., 92552

# ATTACHMENT A





City of Moreno Valley  
Transportation Management Center  
14177 FREDERICK ST.  
MORENO VALLEY, CA., 92552

**TRDesignGROUP**  
ARCHITECTURE  
7179 MAGNOLIA AVE  
RIVERSIDE, CA 92504  
PHN: 951.742.7179  
FAX: 951.742.7178



-347-

Item No. A.7

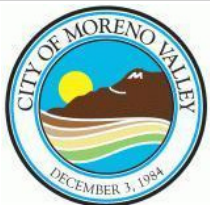


City of Moreno Valley  
Transportation Management Center  
14177 FREDERICK ST.  
MORENO VALLEY, CA., 92552

**TRDesignGROUP**  
ARCHITECTURE  
7179 MAGNOLIA AVE  
RIVERSIDE, CA 92504  
PHN: 951.742.7179  
FAX: 951.742.7178

Item No. A.7

-348-



City of Moreno Valley  
Transportation Management Center  
14177 FREDERICK ST.  
MORENO VALLEY, CA., 92552

**TRDesignGROUP**  
ARCHITECTURE  
7179 MAGNOLIA AVE  
RIVERSIDE, CA 92504  
PHN: 951.742.7179  
FAX: 951.742.7178



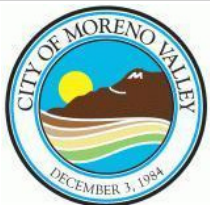
-349-

Item No. A.7



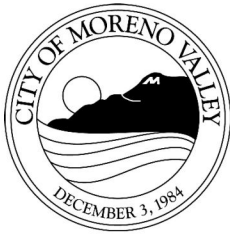
City of Moreno Valley  
Transportation Management Center  
14177 FREDERICK ST.  
MORENO VALLEY, CA., 92552

**TRDesignGROUP**  
ARCHITECTURE  
7179 MAGNOLIA AVE  
RIVERSIDE, CA 92504  
PHN: 951.742.7179  
FAX: 951.742.7178



City of Moreno Valley  
Transportation Management Center  
14177 FREDERICK ST.  
MORENO VALLEY, CA., 92552

**TRDesignGROUP**  
ARCHITECTURE  
7179 MAGNOLIA AVE  
RIVERSIDE, CA 92504  
PHN: 951.742.7179  
FAX: 951.742.7178



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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** May 8, 2012

**TITLE:** RESOLUTION TO RATIFY THE APPLICATION FOR THE 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE \$69,724 ALLOCATION TO THE CITY

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve Resolution 2012-28 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the \$69,724 allocated to the City; and
2. Authorize revenue and expenditure budget appropriations of \$69,724 respectively to a new JAG Grant Fund for FY 2012-13.

### **BACKGROUND**

The U.S. Department of Justice, through the Office of Justice Programs, provides federal leadership for the development of programs nationally aimed at preventing and suppressing crime. This effort is carried out through the formation of partnerships with other federal, state and local agencies. Additionally, the Office of Justice administers grants that assist states, tribes and local governments to focus on programs that address youth crime, substance abuse, family violence and other enforcement programs. The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows jurisdictions to support activities that prevent and control crime. Eligible activities include support for programs that address various enforcement needs, the prosecution of offenders, crime prevention and education of the community.

In 2012, the JAG program has allocated a total of \$517,244 to Riverside County, including \$69,724 awarded to the City of Moreno Valley, as a sub-grantee for programs with an emphasis on crime prevention through enforcement efforts. As part of JAG, Moreno Valley's Code and Neighborhood Services Division is proposing the continued

funding of the City's Weekend Code Enforcement Program and the Foreclosure Strike Team.

### **DISCUSSION**

Since January 1, 2009, the Code and Neighborhood Services Division has experienced the loss of several positions due to budgetary constraints. Community demand for services has increased during this time due to home foreclosures and deferred property maintenance by area residents. As a result, Code staff has experienced difficulty in their ability to maintain service levels and pursue specialized enforcement activities pro-actively.

Code personnel began searching for additional funding sources to augment traditional funding resources aimed at maintaining the integrity of its neighborhoods. Code staff applied for 2009, 2010 and 2011 JAG allocations and has subsequently been awarded a total of \$309,146 to support the City's Weekend Code Enforcement Program and Foreclosure Strike Team.

To date, staff has expended approximately \$215,000 of the total JAG funds awarded and anticipates that the remaining funds will be expended by the fourth quarter of FY 2012/2013. Therefore, staff is proposing to apply for the 2012 allocation to continue the support of these important programs, as well as funding the five part-time officers currently assigned to them.

### **FISCAL IMPACT**

There is no requirement to match funds associated with this grant. All expenses are reimbursed by the grant. Therefore, this is cost neutral to the City and there is no impact to the General Fund.

Budget appropriations are as follows upon the approval of the recommended actions.

<b>Fund</b>	<b>Account/Business Unit</b>	<b>Type</b>	<b>Budget</b>
2012-NEW - JAG Grant Fund	New.4610.1 Federal Grant Revenue - Operating	Rev	\$69,724
2012-NEW - JAG Grant Fund	New.XXXXX JAG Grant Fund Expense	Exp	\$69,724



**ATTACHMENTS**

**ATTACHMENT A** Resolution 2012-28  
**ATTACHMENT B** Grant Application – Program Narrative  
**ATTACHMENT C** Grant Application – Budget Review/ Budget Worksheet  
**ATTACHMENT D** Grant Application – Abstract

Prepared By:  
 Al Brady  
 Code and 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:

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RESOLUTION NO. 2012-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE GRANT APPLICATION SUBMITTED BY THE CODE & NEIGHBORHOOD SERVICES DIVISION TO THE OFFICE OF JUSTICE PROGRAMS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND ACCEPT THE \$69,724 ALLOCATION

WHEREAS, The City of Moreno Valley, a city within the State of California, has applied for the 2012 Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the Office of Justice notified the City of Moreno Valley that \$69,724 was allocated to the City for preventing and controlling crime.

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

1. The City Council approves the grant application submitted by the Code & Neighborhood Services Division to the County of Riverside for the Edward Byrne Memorial Justice Assistance Grant.
2. The City Council accepts the \$69,724 allocation from the grant and hereby directs the Finance Department to establish a separate account identified with a separate unique expenditure activity number.
3. The City of Moreno Valley hereby agrees to use the funds in the manner presented in the grant application and in accordance with the application package. It also may execute any and all instruments required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.
4. The City of Moreno Valley authorizes the City Manager to execute in the name of the City of Moreno Valley the grant application, and all other documents required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

Attachment A

Resolution No. 2012-28  
Date Adopted: May 8, 2012

APPROVED AND ADOPTED this 8<sup>th</sup> day of May, 2012.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Resolution No. 2012-28  
Date Adopted: May 8, 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. 2012-28 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-28  
Date Adopted: May 8, 2012

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## **Edward Byrne Memorial Justice Assistance Grant Program Narrative**

The City of Moreno Valley Code and Neighborhood Services Division is responsible for the enforcement of City's municipal codes relating to neighborhood nuisances, health and safety, substandard housing, vehicle abatement, zoning/land use, illegal signs, parking control, business licenses, illegal vendors and graffiti restitution. Blight and nuisances can devalue, detract and degrade the quality of any neighborhood. The City has adopted codes that govern the use and maintenance of private property in order to enhance and protect the quality of life for all who work, live and play in Moreno Valley.

Since 2009, The Code and Neighborhood Services Division has experienced reductions in staffing owing to the City's budget challenges while community demand for services increased due to the proliferation of home foreclosures and deferred property maintenance by area residents. Existing staff resources were and continue to be challenged in their ability to pursue compliance activities pro-actively.

Therefore, staff began the process of identifying alternate and/or outside funding sources via grants to augment the staffing reductions and maintain existing service levels. Staff identified JAG as a potential funding source and therefore applied for both the 2009, 2010 and 2011 JAG allocations. Staff's application to JAG personnel resulted in three separate awards to support the code programs that were impacted most significantly by the reductions, the Foreclosure Strike Team the Weekend Enforcement Program.

Currently, staff has nearly expended the funding obtained in 2009 and 2010 for these two programs. Staff estimates that our current JAG funding will be fully spent by the end of Fiscal year 2012/2013. Therefore, the City of Moreno Valley is applying for the 2012 allocation to continue the support of the Weekend Enforcement and Foreclosure Strike Team programs.

Staff has provided a brief description of both programs below to comply with application provisions under the Program Narrative section of the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant 2012 local solicitation guidelines.

### **Weekend Enforcement Program**

JAG funds will be utilized to continue deployment of three part-time code officers on weekends when full-time staff is unavailable. Code personnel will continue to pro-actively target specific violations that primarily occur on weekends such as unlicensed vendors, illegal automotive sales, theft of recyclable materials,

ATTACHMENT B

posting of signs in the public right-of-way, illegal commercial vehicle parking and garage sales. In addition, staff will provide emergency inspection services for the Moreno Valley Police Department and the Fire Department when necessary for violations including but not limited to the following; Fire damaged buildings, unsecured vacant residences and pools, substandard housing and other severe health and safety issues that warrant immediate action.

### **Foreclosure Strike Team**

The City of Moreno Valley has been heavily impacted by the foreclosure crisis and lending institutions failure to adequately maintain properties to code standards. In response to this, the City Council directed the Code and Neighborhood Services staff to assemble a proactive team of inspectors to address all maintenance issues originating from foreclosed properties.

In 2008, a team of two Building Inspectors and two Code Compliance Officers was composed in response to City Council direction. However, the City's budget challenges led to reduced staffing within the Division and forced staff to reduce the team to two inspectors. These reductions challenged staff's ability to pursue foreclosure compliance activities as vigilantly as before.

Staff responded by applying for the 2010 and the 2011 JAG grant to augment the reduced staffing levels. The grant allocation was approved and resulted in the deployment of two part-time officers tasked with enforcing maintenance standards on foreclosed properties.

Staff anticipates that the funding will be expended in fiscal year 2012/2013 and is therefore requesting the 2012 allocation be partially applied to the continuation of this program.



## **Edward Byrne Memorial Justice Assistance Grant Budget Review**

As mentioned in the program narrative, The City of Moreno Valley's Code and Neighborhood Services Division is proposing to use JAG funds for two City programs; the Foreclosure Strike Team and the Weekend Enforcement Program. Specifically, staff intends utilizing JAG funds to augment staffing levels of the two programs which have been reduced due to budgetary constraints.

Code staff has researched the approximate cost for staffing and additional expenditures. Staff has attached all related costs such as salaries, retirement benefits and Medicare for all personnel. In addition, Standard and supplementary costs for field personnel (i.e. cell phone usage, air card usage, fuel and office supplies) were also included within the Budget Detail Worksheet per JAG requirements.

ATTACHMENT C

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# Budget Detail Worksheet

**Purpose:** The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

**A. Personnel** - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Code Compliance Officer I	18 hrs. weekly X 30 weeks = 540 hours X 21.67	\$11,702.00
Code Compliance Officer I	18 hrs. weekly X 30 weeks = 540 hours X 21.67	\$11,702.00
Code Compliance Officer I	18 hrs. weekly X 30 weeks = 540 hours X 21.67	\$11,702.00
Code Compliance Officer I	18 hrs. weekly X 30 weeks = 540 hours X 21.67	\$11,702.00
Code Compliance Officer I	9 hrs. weekly x 30 weeks = 270 hours X 21.67	\$5,851.00
<b>SUB-TOTAL</b>		<b>\$52,659.00</b>

**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
PERS retirement	75.42 a week X 30 weeks X 5 officers	\$6,788.00
Medicare		\$1,130.00
<b>SUB-TOTAL</b>		<b>\$7,918.00</b>
<b>Total Personnel &amp; Fringe Benefits</b>		<b>\$60,577.00</b>

**C. Travel** - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Not applicable				
<b>TOTAL</b>				\$0.00

**D. Equipment** - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Not applicable		
<b>TOTAL</b>		\$0.00

**E. Supplies** - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Miscellaneous Office Supplies	\$ 35.00 per officer	\$175.00
<b>TOTAL</b>		\$175.00

**F. Construction** - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
Not applicable		
<b>TOTAL</b>		\$0.00

**G. Consultants/Contracts** - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

**Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Not applicable			
			<i>Subtotal</i> \$0.00

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Not applicable			
			<i>Subtotal</i> \$0.00

**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
<i>Subtotal</i> \$0.00	
<b>TOTAL</b> \$0.00	

**H. Other Costs** - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Office phones	\$ 40.00 per officer for 30 weeks	\$200.00
Cell phones	\$100.00 per officer for 30 weeks	\$500.00
Wireless air cards	\$100.00 per officer for 30 weeks	\$500.00
Vehicle maintenance	\$60.00 per officer for 30 weeks	\$300.00
Fuel charges	\$100.00 per officer for 30 weeks	\$500.00
<b>TOTAL</b>		\$2,000.00

**I. Indirect Costs** - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
Fiscal agent		\$6,972.00
Fiscal agent		
<b>TOTAL</b>		\$6,972.00

**Budget Summary**- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$52,659.00
B. Fringe Benefits	\$7,918.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$175.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$2,000.00
<b>Total Direct Costs</b>	<b>\$62,752.00</b>
I. Indirect Costs	\$6,972.00
<b>TOTAL PROJECT COSTS</b>	<b>\$69,724.00</b>
<b>Federal Request</b>	\$69,724.00
<b>Non-Federal Amount</b>	_____



**Edward Byrne Memorial Justice Assistance Grant  
Abstract**

**Applicant's Name:** City of Moreno Valley, CA

**Title of Project:** Foreclosure Strike Team and Weekend Enforcement Program

The City of Moreno Valley's Code and Neighborhood Services Division is proposing to utilize JAG grant funds for the continued funding of part-time staff assigned to the foreclosure and weekend enforcement programs. The presence of grant funded staff members would continue code's ability to respond to unmaintained foreclosed properties timely and provide seven day coverage.

**Goals and Objectives:**

- Create a trust fund to deposit allocated funds.
- The enforcement program will continue staff's focus on foreclosure enforcement activities described above in effort to reduce blight.
- The enforcement program will provide continued weekend enforcement personnel that will focus on specialized code activities occurring on weekends in effort to reduce the frequency of occurrences.
- Augment existing staff and better direct division focus towards property maintenance efforts in blighted residential areas.
- Conduct quarterly programmatic and financial reports to assess grant objectives, and verify that grant funds are being utilized appropriately and efficiently.
- Complete the dispersing of funds in a timely manner within the four year allocation.

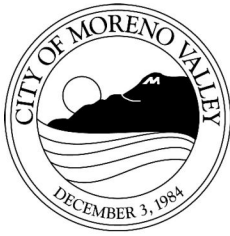
**Project identifiers**

Below, staff has listed the five top project identifiers per JAG's application requirements;

- Policing
- Task Force
- Community Based Programs
- Surveillance
- Crime Prevention

ATTACHMENT D

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** May 8, 2012

**TITLE:** APPROVE THE FOURTH AMENDMENT TO AGREEMENT WITH PROACTIVE ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL DESIGN SUPPORT SERVICES FOR STAGE I CACTUS AVENUE WIDENING FROM INTERSTATE 215 EASTBOUND OFF-RAMP TO VETERANS WAY AND STAGE II CACTUS AVENUE WIDENING FROM VETERANS WAY TO HEACOCK STREET  
PROJECT NOS. 07-41678527 AND 07-41683328

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Fourth Amendment to Agreement for Professional Consultant Services for additional design support services in the amount of \$60,000 with ProActive Engineering Consultants, Inc. (ProActive), 1875 California Avenue, Corona, CA 92881 for Stage I Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way and Stage II Cactus Avenue Widening from Veterans Way to Heacock Street.
2. Authorize the City Manager to execute said Fourth Amendment to Agreement for Professional Consultant Services with ProActive in the form attached hereto.
3. Authorize the issuance of Purchase Orders with ProActive in the amount of \$35,000 each (\$30,000 plus \$5,000 contingency) once the Fourth Amendment has been signed by all parties. (Account Nos. 416.78527.7200 and 416.83328.7200)
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the contract with ProActive within the authorized purchase order amounts subject to the approval of the City Attorney.

5. Re-appropriate \$70,000 from Account No. 416.78727 (Ironwood Avenue from Heacock Street to Perris Boulevard) apportioning \$35,000 to Account No. 416.78527 (Stage I Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way) and \$35,000 to Account No. 416.83328 (Stage II Cactus Avenue Widening from Veterans Way to Heacock Street).

## **BACKGROUND**

On November 25, 2008, the City Council approved the Agreement for Professional Design Services with ProActive Engineering Consultants, Inc. to provide preliminary services for the street improvements, including an environmental assessment Initial Study in compliance with the California Environmental Quality Act (CEQA) and City requirements. The parameters of the assessment include the addition of eastbound travel lane along Cactus Avenue from northbound 215 off-ramp to Heacock Street.

City Council approved the Mitigated Negative Declaration (MND) for the project at its meeting on February 9, 2010. The City received environmental permit clearance from the Army Corps of Engineers, Department of Fish and Game clearance, and the California Regional Water Quality Control Board. The City also received encroachment approval from Caltrans to work within the State's right of way. The design phase of the project was completed in October 2010.

The First Amendment to Agreement for Professional Design Services with ProActive, executed by the City on September 16, 2009, adjusted the scope of the project and increased the amount of the Agreement within the Purchase Order contingency. The Second and Third Amendments to Agreement for Professional Design Services with ProActive, executed by the City on March 28, 2011 and February 13, 2012, respectively, extended the termination date of the Agreement. The First, Second, and Third Amendments to Agreement did not require City Council approval.

## **DISCUSSION**

The purpose of the Cactus Avenue Widening project is to reduce congestion and increase the level of service between the Interstate 215 interchange and Heacock Street as identified in the City's Circulation Plan. At the request of previous March Air Reserve Base (MARB) personnel, the improvements will also enhance and facilitate access at the Elsworth Street entrance, particularly for the large weekend Reservist envoys that often back up traffic beyond the Interstate 215 ramps and onto the freeway. The proposed project will include additional lane widening to augment right turn access into MARB and the intersection widening will accommodate a future dedicated northbound right turn lane. The project will also relocate existing traffic signals and public utilities to facilitate ADA access.

ProActive has completed the design for the project and Right of Way (ROW) and Right of Entry (ROE) dedications have been granted to the City by the adjacent property owners, LNR Riverside and March Joint Powers Authority (March JPA). The project design plans were approved on October 20, 2010. City staff has been working with new

MARB staff for the last year to address their concerns with potential drainage easement issues, traffic safety, and ROW/ROE alignment to obtain the necessary ROW and ROE dedications from MARB.

On March 13, 2012, the City Manager sent a letter to MARB Commander, Colonel Mary E. Aldrian, to expedite the ROE/ROW dedication fronting the Base property. The City subsequently met with Base and March JPA personnel on April 11 and 17, 2012 and received further requests for information and additional survey and engineering data analysis. The City's consultant has identified that this additional scope of work is estimated at approximately \$60,000. Staff proposes a combined contingency of \$10,000 in case additional clarification is requested by MARB.

### **ALTERNATIVES**

1. Approve the Fourth Amendment to Agreement for Professional Consultant Services for additional design support services in the amount of \$60,000 with ProActive Engineering Consultants, Inc. (ProActive), 1875 California Avenue, Corona, CA 92881 for Stage I Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way and Stage II Cactus Avenue Widening from Veterans Way to Heacock Street, authorize the City Manager to execute said Fourth Amendment to Agreement for Professional Consultant Services with ProActive in the form attached hereto, authorize the issuance of Purchase Orders with ProActive in the amount of \$35,000 each (\$30,000 plus \$5,000 contingency) once the Fourth Amendment has been signed by all parties. (Account Nos. 416.78527.7200 and 416.83328.7200), authorize the Public Works Director/City Engineer to execute any subsequent amendments to the contract with ProActive within the authorized purchase order amounts subject to the approval of the City Attorney, and re-appropriate \$70,000 from Account No. 416.78727 (Ironwood Avenue from Heacock Street to Perris Boulevard) apportioning \$35,000 to Account No. 416.78527 (Stage I Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way) and \$35,000 to Account No. 416.83328 (Stage II Cactus Avenue Widening from Veterans Way to Heacock Street). *This alternative will allow for the completion of much needed improvements.*
2. Do not approve the Fourth Amendment to Agreement for Professional Consultant Services for additional design support services in the amount of \$60,000 with ProActive Engineering Consultants, Inc. *This alternative will delay the completion of much needed improvements.*

### **FISCAL IMPACT**

The project currently has a funding allocation of \$35,600 for Stage I and \$10,000 for Stage II which is included in the Fiscal Year 2011-2012 CIP Budget.

Staff proposes to transfer \$70,000 from the Ironwood Avenue from Heacock Street to Perris Boulevard project (Account No. 416.78727) apportioning \$35,000 to the Stage I

Cactus Improvements (Account No. 416.78527) and \$35,000 to Stage II Cactus Avenue Improvements (Account No. 416.83328).

#### BUDGET RE-APPROPRIATION

<u>Fund</u>	<u>Business Unit</u>	<u>Current Budget</u>	<u>Proposed Transfer</u>	<u>Revised Budget</u>
416 - Arterial Sts Cap Proj	78727 - Ironwood Avenue from Heacock Street to Perris Boulevard	1,579,420	(70,000)	1,509,420
416 - Arterial Sts Cap Proj	78527 - Stage I Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way	35,606	35,000	70,606
416 - Arterial Sts Cap Proj	83328 - Stage II Cactus Avenue Widening from Veterans Way to Heacock Street	10,316	35,000	45,316
		<u>1,625,342</u>	<u>-</u>	<u>1,625,342</u>

These funds would be allocated for the Cactus Avenue Widening and cannot be utilized for operational activities. There is no impact on the General Fund.

#### BUDGETED FUNDS

Existing FY 2011/2012 Stage I Cactus Avenue Widening Improvements (Account 416.78526).....	\$36,000
Existing FY 2011/2012 Stage II Cactus Avenue Widening Improvements (Account 416.83328).....	\$10,000
Proposed Transfer FY 2011/2012 Ironwood Avenue from Heacock Street to Perris Boulevard Account (416.78727) .....	<u>\$70,000</u>
<b>Available Funds</b> .....	<b>\$116,000</b>

#### ESTIMATED DESIGN-RELATED COSTS

Existing Encumbered Contractual Obligations .....	\$20,000
Additional Consultant Design Support Services .....	\$70,000
Project Administration & Miscellaneous Costs .....	<u>\$25,000</u>
<b>Estimated Cost</b> .....	<b>\$115,000</b>

#### ANTICIPATED PROJECT SCHEDULE

Complete Design and Right of Way .....	July 2012
Construction .....	Contingent on Funding

#### 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 purpose of the Stage I Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way and Stage II Cactus Avenue Widening from Veterans Way to Heacock Street is to reduce congestion and increase the level of service between the Interstate 215 interchange and Heacock Street. Staff recommends that the City Council approve the Fourth Amendment to Agreement for Professional Consultant Services for additional design support services with ProActive Engineering Consultants, Inc. and authorize the issuance of Purchase Orders in the amount \$35,000 each once the Fourth Amendment has been signed by all parties. Staff also recommends a re-appropriation of \$70,000 from the Ironwood Avenue from Heacock Street to Perris Boulevard project (Account No. 416.78727) to be apportioned equally between Stage I and Stage II Cactus Avenue Widening accounts (Account Nos. 416.78527 and 416.83328).

**ATTACHMENTS**

Attachment "A" – Location Map

Attachment "B" – Fourth Amendment to Agreement for Professional Consultant Services

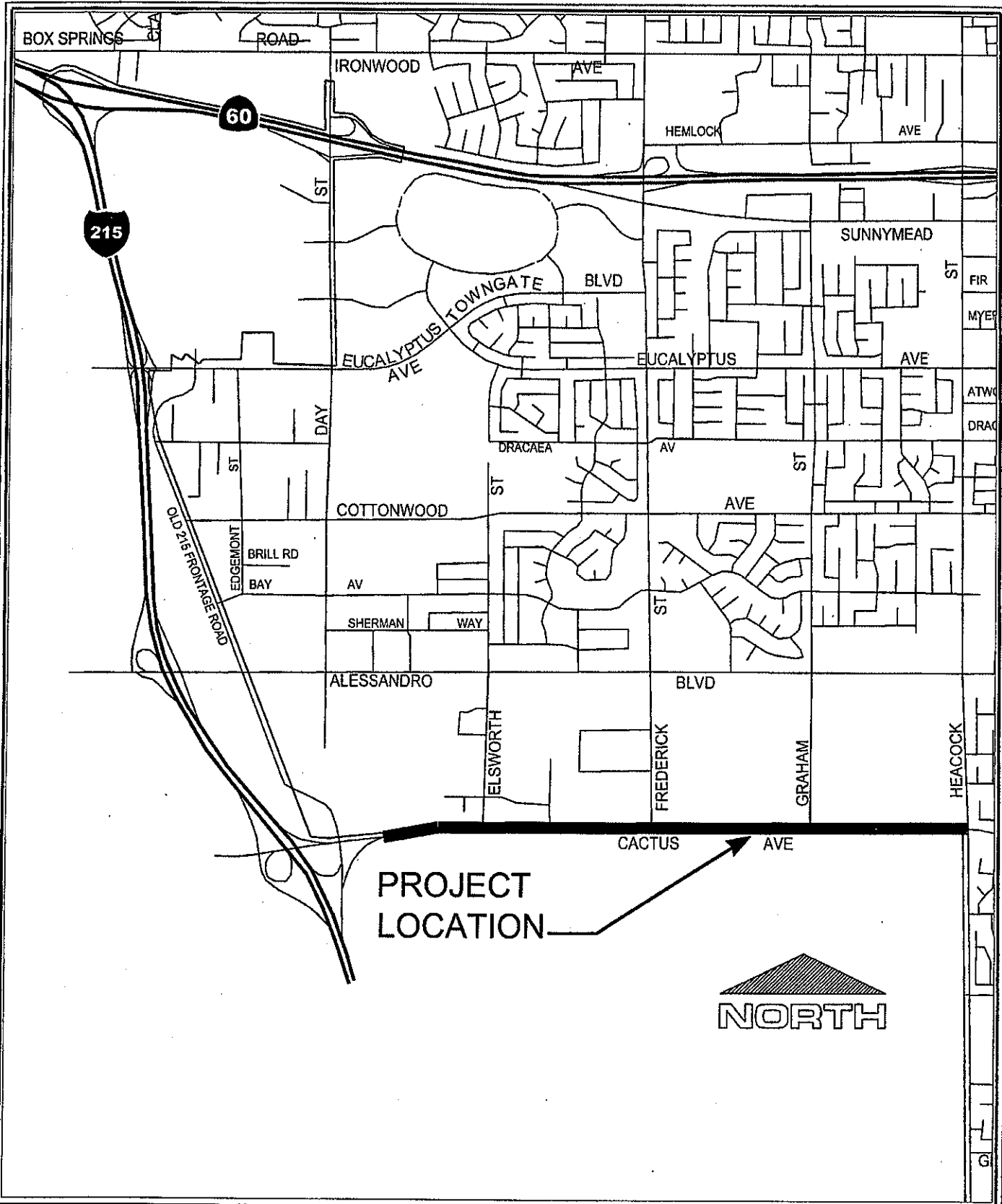
Prepared By:  
Guy Pegan  
Senior Engineer, P.E.

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:





# LOCATION MAP



Public Works Department  
Capital Projects Division

Scale: None

ATTACHMENT "A"

CACTUS AVENUE FROM I-215 OFF-RAMP  
TO HEACOCK STREET  
PROJECT NUMBERS 07-41678257 & 07-41683328

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**FOURTH AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
PROJECT NOS. 07-41678527 AND 07-41683328**

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Proactive Engineering Consultants, Inc., a California corporation hereinafter referred to as "Consultant." This Fourth 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 "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated December 1, 2008.

Whereas, the Consultant has been, and continues to provide professional consultant design services for the Stage I Cactus Avenue Widening from 215 Eastbound Off-Ramp to Veterans Way and Stage II Cactus Avenue Widening from Veterans Way to Heacock Street projects ("Project").

Whereas, the Agreement was amended on September 16, 2009 to extend the Scope of Services in the First Amendment to Agreement.

Whereas, the Project has been delayed because of funding source constraints.

Whereas, the Agreement was amended on March 28, 2011 to extend the termination date of the Agreement in the Second Amendment to Agreement. Whereas, the Agreement was amended on February 13, 2012 to extend the termination date of the Agreement in the Third Amendment to Agreement.

Whereas, it is desirable to amend the Agreement to further amend the Agreement as is more particularly described in Section 1 of this Fourth Amendment.

SECTION 1

1.1 The Agreement termination date of **December 31, 2012** is not extended by this Amendment.

Attachment "B"

**FOURTH AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NOS. 07-41678527 AND 07-41683328**

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in Exhibit "A" – Fourth Amendment, entitled "Additional Design Support Services Scope of Work"

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit "A" – Fourth Amendment, entitled "Additional Design Support Services."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$60,000, as set forth in the above-referenced cost proposal, in consideration of the Consultant's performance of the work set forth in Exhibit "A" – Fourth Amendment, entitled "Additional Design Support Services".

1.5 The total "Not to Exceed" fee for this contract is \$750,619 (\$676,144 for the original Agreement plus \$14,475 for the First Amendment to Agreement, plus \$60,000 for the Fourth Amendment to Agreement. There was no fee increase or decrease associated with the Second Amendment to Agreement or the Third Amendment to Agreement).

**SECTION 2**

2.1 Except as otherwise specifically provided in this Fourth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW:**

**FOURTH AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NOS. 07-41678527 AND 07-41683328**

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

**City of Moreno Valley**

**Proactive Engineering Consultants, Inc.**

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Public Works Director/City Engineer

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

Attachment: Exhibit "A" – Additional Design Support Services Scope of Work

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** May 8, 2012

**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

---

### RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of April 18 – May 1, 2012.

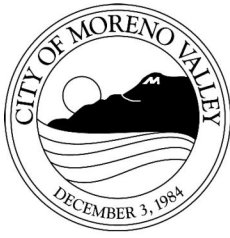
<i>Reports on Reimbursable Activities</i> April 18 – May 1, 2012		
Council Member	Date	Meeting
William H. Batey II	4/19/12	34 <sup>th</sup> Annual Law Enforcement Appreciation and Awards Ceremony
Marcelo Co	4/19/12	34 <sup>th</sup> Annual Law Enforcement Appreciation and Awards Ceremony
Robin N. Hastings	4/19/12	34 <sup>th</sup> Annual Law Enforcement Appreciation and Awards Ceremony
	4/25/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Jesse L. Molina	4/19/12	34 <sup>th</sup> Annual Law Enforcement Appreciation and Awards Ceremony
	5/1/12	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	4/18/12	Student of the Month
	4/19/12	34 <sup>th</sup> Annual Law Enforcement Appreciation and Awards Ceremony

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:





APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rat</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

**AGENDA DATE:** May 8, 2012

**TITLE:** APPROVE AMENDMENT TO RESOLUTION 2012-18, GENERAL PLAN AND SPECIFIC PLAN 208 AMENDMENT, TO INCLUDE REFERENCE MAPS

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council amend City Resolution 2012-18 to include exhibits depicting the modified Circulation Plan of the General Plan and modified Circulation Exhibit of Specific Plan 208.

### **BACKGROUND**

The City Council approved and adopted Resolution 2012-18 on March 27, 2012. The resolution added Heacock Street south of San Michele Road to the Circulation Plan of the General Plan and to the Circulation Exhibit of Specific Plan 208.

### **DISCUSSION**

The proposed amendment to Resolution 2012-18 is shown on Attachment "A" in an underline format. The amendment adds reference to exhibits depicting the modified Circulation Plan of the General Plan and the modified Circulation Exhibit of Specific Plan 208. Adding the reference to the exhibits will provide further clarification with regards to the amended General Plan and Specific Plan 208.

### **ALTERNATIVES**

1. Amend Resolution 2012-18 to include reference maps. This alternative would provide further clarity that Heacock Street south of San Michele Road was being added to the Circulation Plan of the General Plan and the Circulation Exhibit of Specific Plan 208.

2. Do not amend Resolution 2012-18. This alternative would leave the resolution in its current form without reference maps.

**FISCAL IMPACT**

Amending City Resolution 2012-18 does not impact the General Fund.

**CITY COUNCIL GOALS**

The proposed amendment to City Resolution 2012-18 would enhance the following 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.

**NOTIFICATION**

A display notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this amendment to City Resolution 2012-18.

**ATTACHMENTS**

Attachment “A” – Amended City Resolution 2012-18

Prepared By:  
Michael Lloyd  
Senior Engineer, P.E.

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

Concurred By:  
Eric Lewis, P.E., T.E.  
City Traffic Engineer

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

RESOLUTION NO. 2012-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT AND SPECIFIC PLAN 208 AMENDMENT (PA12-0001) TO MODIFY THE CITY CIRCULATION PLAN AND CIRCULATION EXHIBIT, RESPECTIVELY

WHEREAS, the City of Moreno Valley has filed an application requesting an amendment to the City's General Plan and Specific Plan 208 which proposes revisions to the City's Circulation Plan and Circulation Exhibit, respectively; and

WHEREAS, the project will not have a significant effect on the environment and a Negative Declaration is made; and

WHEREAS, on February 9, 2012, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment and Specific Plan 208 Amendment (PA12-0001). At said meeting, the Planning Commission recommended approval of General Plan Amendment and Specific Plan 208 Amendment (PA12-0001) to the City Council; and

WHEREAS, on March 27, 2012, the City Council of the City of Moreno Valley held a public hearing to consider the General Plan Amendment and Specific Plan 208 Amendment contained within this Resolution; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA12-0001:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council finds that:

Attachment "A"

Resolution No. 2012-18  
Date Adopted: May 8, 2012

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies, and programs.

FACT: The adoption of the proposed General Plan Amendment for the Circulation Plan, and Specific Plan Amendment will enhance the safety and efficiency of the City's street system, meet applicable levels of service standards, be coordinated with adjacent jurisdictions' facilities, provide efficient circulation, and support ground access to the March Inland Port.

2. Health, Safety, and Welfare – The proposed General Plan Amendment, and related Specific Plan Amendment will not be detrimental to the public health, safety, or welfare.

FACT: The proposed amendment to the Circulation Plan would not be detrimental to the public health, safety, or welfare. The addition of Heacock Street as proposed would improve emergency response access to the south end of MARB, MJPA, Moreno Valley Specific Plan 208, and the northern side of Perris along Harley Knox Boulevard. Applicable design standards shall be incorporated during the design process. The proposal will not result in any significant impacts to the environment.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2012-18, thereby adopting a Negative Declaration for PA12-0001, and approving the General Plan Amendment and Specific Plan 208 Amendment (PA12-0001) as shown on the attachments included as Exhibit A and Exhibit B, respectively.

Resolution No. 2012-18  
Date Adopted: May 8, 2012

APPROVED AND ADOPTED this 8<sup>th</sup> day of May, 2012.

---

Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

Resolution No. 2012-18  
Date Adopted: May 8, 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. 2012-18 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-18  
Date Adopted: May 8, 2012

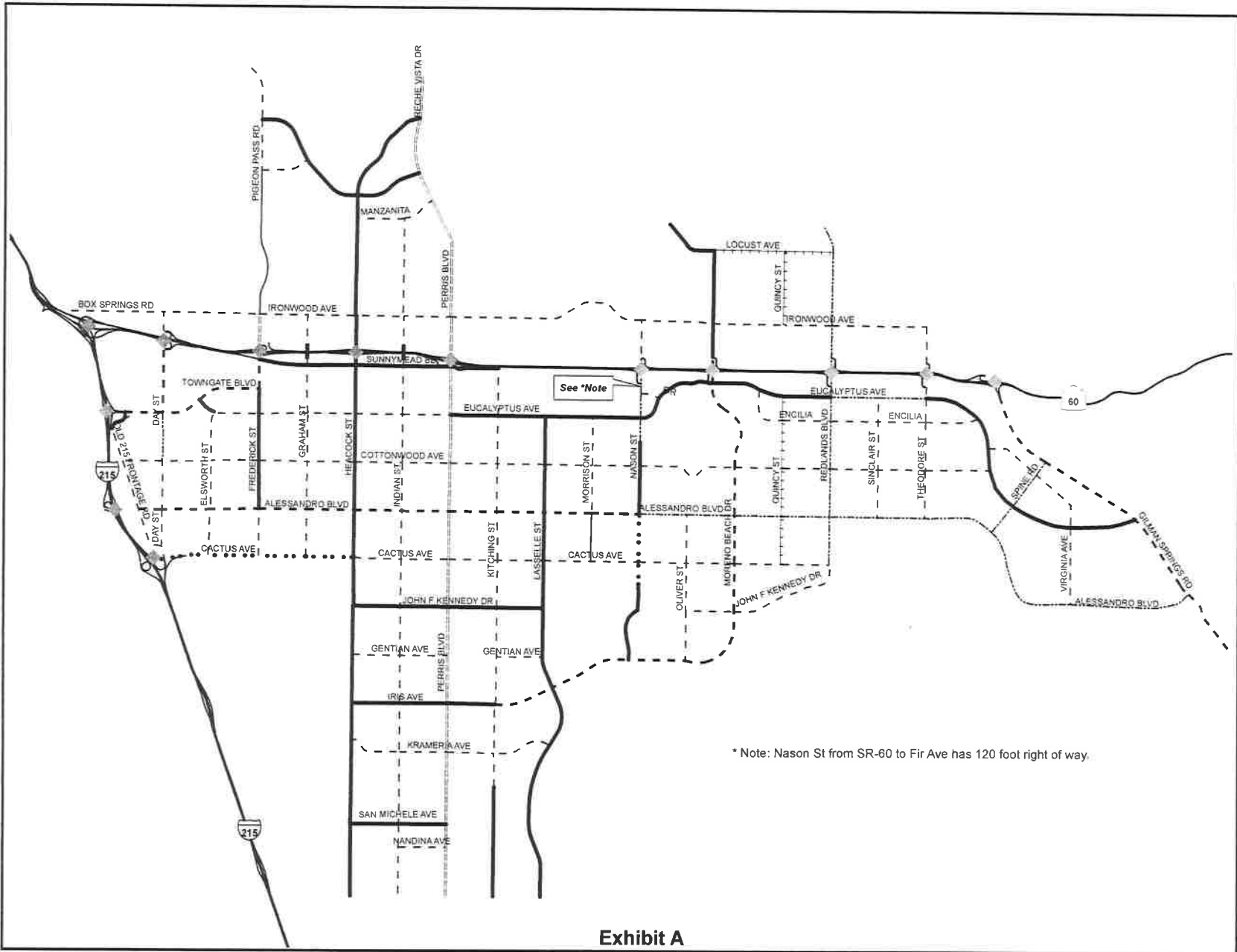
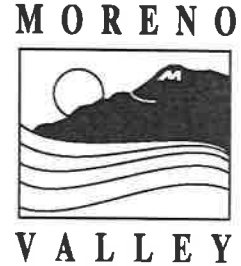
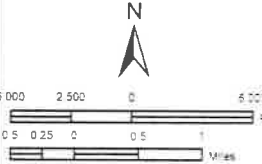


Exhibit A



**PROPOSED CIRCULATION PLAN**

- Street Classification**
- Freeway
  - Divided Major Arterial
  - Divided Major Arterial - Reduced Cross Section
  - Divided Arterial - 6 lane
  - Divided Arterial - 4 lane
  - Arterial
  - Minor Arterial
  - Minor Arterial - Pigeon Pass Cross Section
  - Collector
  - Freeway Overpass
  - Freeway Interchange



Date: January 31, 2012  
 State Plane NAD83 Zone 6  
 File: G:\arcmap\planning\gen\_plan\_updates\_circ\_plan\_fig91.mxd

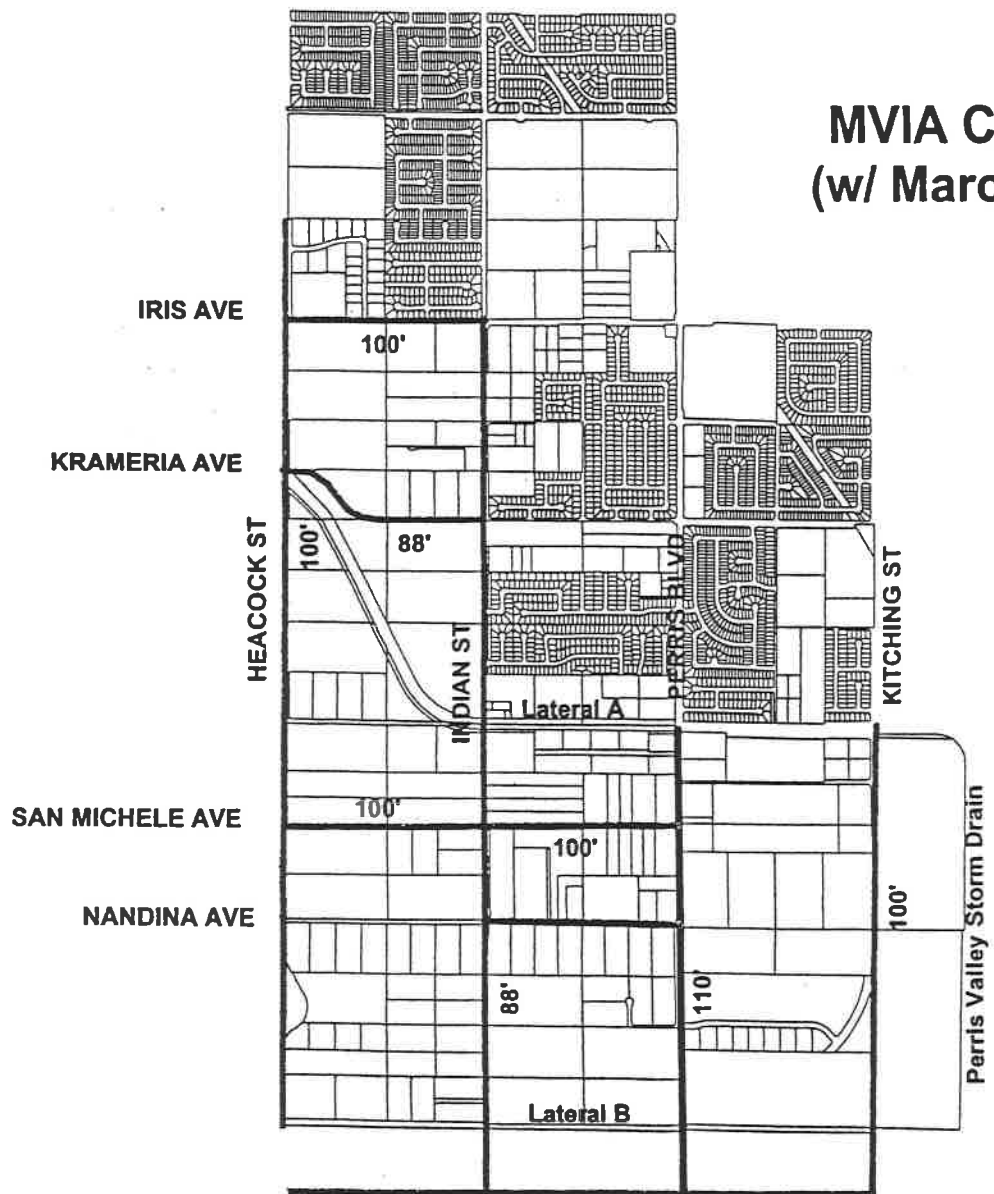
**GEOGRAPHIC INFORMATION SYSTEMS**

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. 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.

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# MVIA CIRCULATION (w/ March Inland Port)



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N  
NOT TO SCALE  
revised 12/27/01

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**MINUTES - REGULAR MEETING OF APRIL 24, 2012 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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**MINUTES - REGULAR MEETING OF APRIL 24, 2012 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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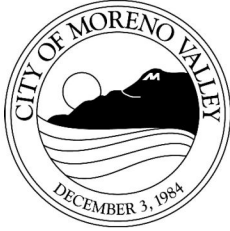
**MINUTES - REGULAR MEETING OF APRIL 24, 2012 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community and Economic Development Director

**AGENDA DATE:** May 8, 2012

**TITLE:** PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2012/13

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to allow the public an opportunity to comment on the proposed 2012/13 Annual Action Plan;
2. Approve the Annual Action Plan (2012/13) as an application to the US Department of Housing and Urban Development for funding under the federal CDBG and HOME programs;
3. Approve the revenue and expense budget appropriations for CDBG Entitlement funds in the amount of \$2,372,387 respectively for the 2012/13 CDBG program activities;
4. Approve the revenue and expense budget appropriations for HOME Entitlement funds respectively in the amount of \$1,520,203 for the 2012/13 HOME program activities;
5. Approve the budget reappropriation of \$1,000,000 for Hemlock Family Apartment (176.76129.7200) budgeted in 2011/12 but was not spent; and
6. Authorize the City Manager to execute the 2012/13 grant agreements, sub-recipient agreements, and any and all documents necessary to obtain the allocation of the federal entitlement funds.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

In order to be considered for 2012/13 CDBG or HOME funding, interested non-profit agencies were required to submit applications to Moreno Valley's Community &

Economic Development Department (CEDD) by February 6, 2012. Proposals were reviewed by the Department staff for completeness and eligibility, then per the City's adopted Citizen Participation Manual, a Technical Review Committee (TRC) evaluated and rated the project funding recommendations. TRC recommendations were initially reviewed by the Council at the March 27, 2012 Public Hearing and are now being included in this report for final funding decision.

## **BACKGROUND**

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies known as Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) to the City of Moreno Valley for use in programs that provide decent housing and to provide a variety of social services for low to moderate income residents. See Attachment A for the 2012 Low Income Limits.

Grants are provided on an annual basis with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas. Cities are required to concentrate their programs in designated 'CDBG Target Areas' pre-determined to contain at least 51% of residents earning low and moderate incomes. See Attachment B for a map of the areas within Moreno Valley.

## **DISCUSSION**

The Annual Action Plan proposed for Council consideration (Attachment C) specifically identifies how Moreno Valley will allocate both CDBG and HOME funds for the upcoming year. The 2012/13 Action Plan serves as the fifth and final annual update to the City's approved five-year Consolidated Plan (2008-2013). In conformance with HUD requirements, a draft Annual Action Plan was made available for a 30-day public review from April 1, 2012 through May 1, 2012. There were no public comments received.

### **2012/13 CDBG Recommendations**

The goal of the CDBG Program is to respond to the needs of low and moderate income persons and neighborhoods. The CDBG budget being recommended within the 2012/13 Action Plan is detailed below.

### CDBG PROGRAM BUDGET

<u>Funding Category</u>	<u>Funding Allocation</u>
2012/13 CDBG Allocation	\$1,858,467
Past Year Project Savings	\$513,920
<b>TOTAL AVAILABLE CDBG FUNDS</b>	<b>\$2,372,387</b>
Program Administration ( <u>20%</u> maximum of annual grant)	\$371,693
Public Social Services ( <u>15%</u> maximum of annual grant)	\$278,770
Public Facilities & Improvements	\$600,000
Rehabilitation	\$10,000
Code Enforcement	\$333,708
Economic Development	\$778,216
<b>TOTAL PLANNED CDBG BUDGET</b>	<b>\$2,372,387</b>

### 2012/13 HOME Recommendations

The City anticipates receiving a HOME 2012/13 funding allocation of \$468,974. The HOME monies should generally be applied toward housing projects that benefit the City's low-income residents. The proposed HOME funding allocation and budget are provided below.

### HOME PROGRAM BUDGET

<u>Funding Category</u>	<u>Funding Allocation</u>
2012/13 HOME Allocation	\$468,974
Past Year Project Savings	\$1,052,698
<b>TOTAL AVAILABLE HOME FUNDS</b>	<b>\$1,521,672</b>
Program Administration (maximum 10% of allocation)	\$46,897
2012/13 Community Housing Development Corporation (CHDO; HUD requires 15% of allocation)	\$70,346
In-house Housing Projects and Programs (Home Improvement Loan Program and Mobile home Grant)	\$400,000
Potential Affordable Housing Development Projects	\$802,960
Hemlock Family Apartments	\$200,000
<b>TOTAL ALLOCATION OF HOME FUNDS</b>	<b>\$1,520,203</b>

## **ALTERNATIVES**

The Council has the following alternatives:

- Alternative 1. Conduct a public hearing to provide the public with an opportunity to comment on the proposed Annual Action Plan and adopt the 2012/13 Annual Action Plan.
- Alternative 2. Conduct a public hearing providing the public with an opportunity to comment on the proposed Annual Action Plan however, NOT adopt the 2012/13 Annual Action Plan.
- Alternative 3. NOT conduct a public hearing providing the public with an opportunity to comment on the proposed Annual Action Plan and NOT adopt the 2012/13 Annual Action Plan.

**Staff recommends Alternative 1. This facilitates the timely adoption of the federally mandated report where the other alternatives would result in a failure to meet the HUD submission deadline.**

## **FISCAL IMPACT**

There is no requirement to match funds associated with this grant. All expenses are reimbursed by the grant. Therefore, this is cost neutral to the City and there is no impact to the General Fund.

Budget appropriations are as follows upon approval of the recommended actions.

### CDBG Revenue and Expenditure Appropriations

<b>Fund</b>	<b>Account/Business Unit</b>	<b>Type</b>	<b>Budget</b>
2012/13 Community Development Block Grant (CDBG 285)	285.2850.4610.1 Federal Grant Revenue - Operating	Rev	\$2,372,387
CDBG Program Administration	285.73852.various	Exp	\$371,693
All 2012/13 Public Social Services Programs, Economic Development Programs, and Rehabilitation Program (Habitat for Humanity)	285.73952.various	Exp	\$1,066,986
2012/13 Public Facility & Improvements	285.XXXXX(new)	Exp	\$600,000
2012/13 Code Programs	285.74052.Various	Exp	\$333,708

## HOME Revenue and Expenditure Appropriations

<b>Fund</b>	<b>Account/Business Unit</b>	<b>Type</b>	<b>Budget</b>
2012/13 Home Investment Partnership (HOME 176)	176.1760.4610.1 Federal Grant Revenue - Operating	Rev	\$1,520,203
HOME Program Administration (10% of 2012/13 allocation)	176.77110.various	Exp	\$46,897
2012/13 HOME Programs (includes 15% of 2012/13 allocation for CHDO)	176.77110.Various	Exp	\$470,346
Affordable Housing Development Projects	176.76126.7200	Exp	\$802,960
Hemlock Family Apartments	176.76129.7200	Exp	\$200,000

## Hemlock Family Apartments Re-appropriation

<b>Fund</b>	<b>Account/Business Unit</b>	<b>Type</b>	<b>Budget</b>
Hemlock Family Apartments	176.76129.7200	Exp	\$1,000,000

**CITY COUNCIL GOALS**

Approval of this proposed action would support the following Council goals:

1.	Revenue Diversification & Preservation	By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.
2.	Public Safety	Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.
3.	Positive Environment	The variety of community-based CDBG and HOME program help develop a positive environment in the community.
4.	Community Image, Neighborhood Pride & Cleanliness	CDBG and HOME programs such as: Code Enforcement, the Foreclosure Strike Team, and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

**SUMMARY**

Every year HUD requires that grantee 'Entitlement Cities' such as Moreno Valley, prepare a strategic planning document called the Annual Action Plan. The Annual Action Plan (Attachment C) details the activities and projects the City will undertake in Fiscal Year 2012/13 using Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) grant funds. Attachment E serves as a single page breakdown of all activities recommended under CDBG and HOME (one page for each program). The Annual Action Plan must be submitted to HUD by May 11, 2012. The City Council established CDBG funding priorities at the December 13, 2011 meeting. At the March 27, 2012 Public Hearing, Council first reviewed funding recommendations made by staff and the 2012 CDBG Technical Review Committee. Staff now recommends that the City Council conduct a public hearing and approve the proposed 2012/13 Annual Action Plan for submittal to HUD.

**NOTIFICATION**

Notice of this meeting was published in the Press-Enterprise newspaper on April 25, 2012. It was also posted to the city website, announced on the city's public cable channel, and directly mailed (and/or e-mailed) to those who applied for funding.

**ATTACHMENTS/EXHIBITS**

ATTACHMENT A	2012 Income Limits
ATTACHMENT B	CDBG Target Area Map
ATTACHMENT C	2012/13 Action Plan
ATTACHMENT D	Eligible/Ineligible Grant Activities
ATTACHMENT E	2012/13 CDBG & HOME Funding Allocations

Prepared By:  
Isa Rojas  
Management Analyst

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

Concurred By:  
Dante G. Hall  
Redevelopment and Neighborhood Programs Administrator

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

ATTACHMENT A

## 2012 INCOME LIMITS

Effective February 9, 2012 - Revised Annually  
Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	\$14,100	\$16,100	\$18,100	\$20,100	\$21,750	\$23,350	\$24,950	\$26,550
Very Low Income	50%	\$23,450	\$26,800	\$30,150	\$33,500	\$36,200	\$38,900	\$41,550	\$44,250
60% Limits (HOME)	60%	\$28,140	\$32,160	\$36,180	\$40,200	\$43,440	\$46,680	\$49,860	\$53,100
Low Income	80%	\$37,550	\$42,900	\$48,250	\$53,600	\$57,900	\$62,200	\$66,500	\$70,800
<b>Median Income</b>	100%	\$44,300	\$50,650	\$56,950	<b>\$63,300</b>	\$68,350	\$73,450	\$78,500	\$83,550
Moderate Income	120%	\$53,150	\$60,750	\$68,350	\$75,950	\$82,050	\$88,100	\$94,200	\$100,250

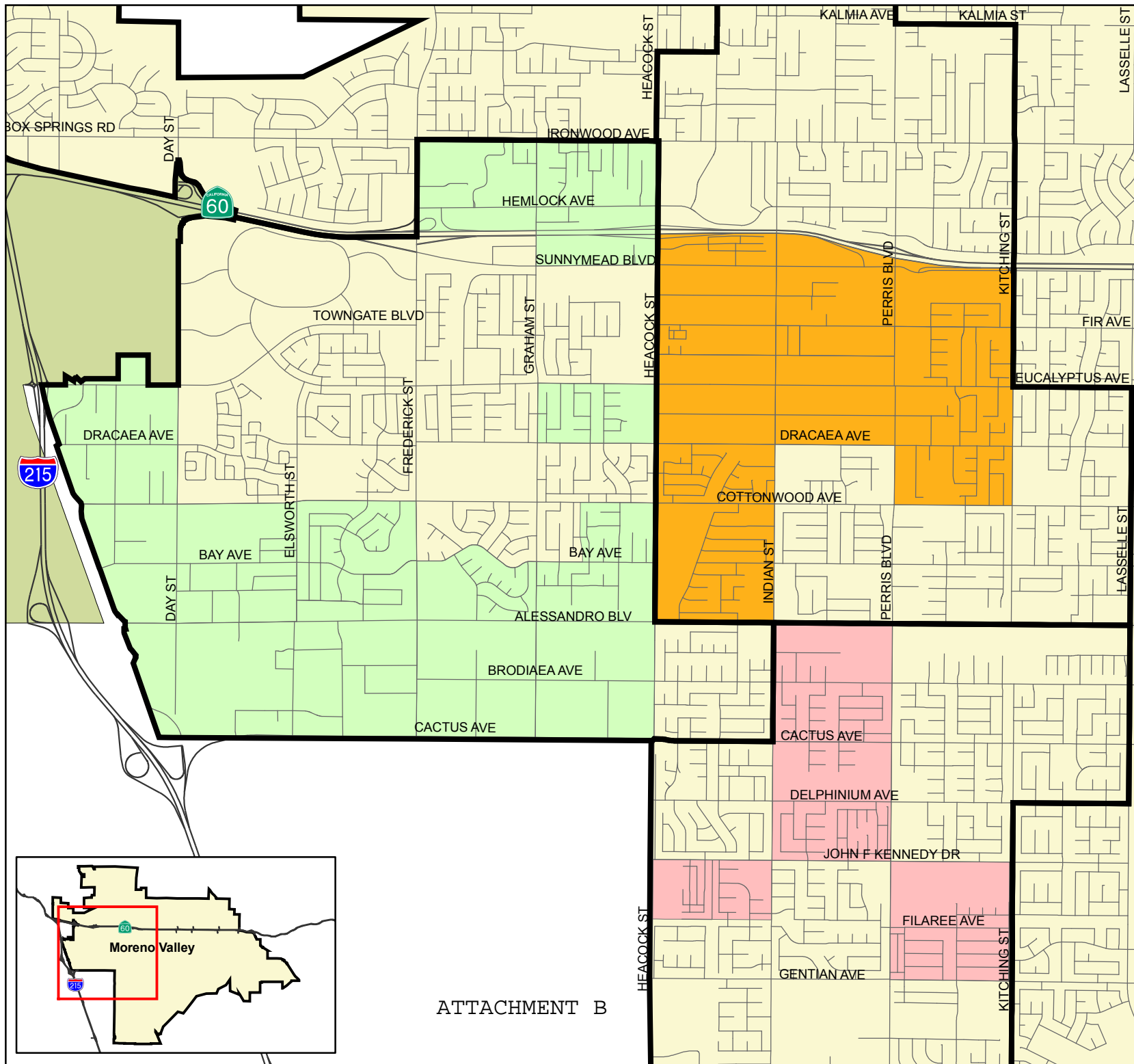
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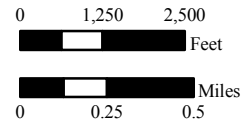
# CITY OF MORENO VALLEY CDBG TARGET AREAS

Item No. E.1

-409-

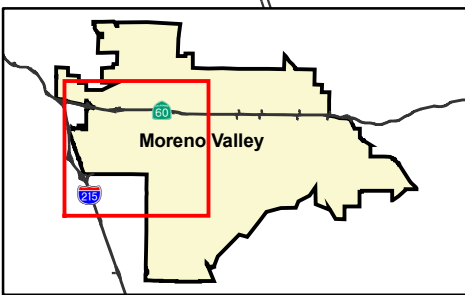


- CDBG Districts**
- District 1
  - District 4
  - District 5
  - Council District Boundaries
  - Moreno Valley
  - Riverside



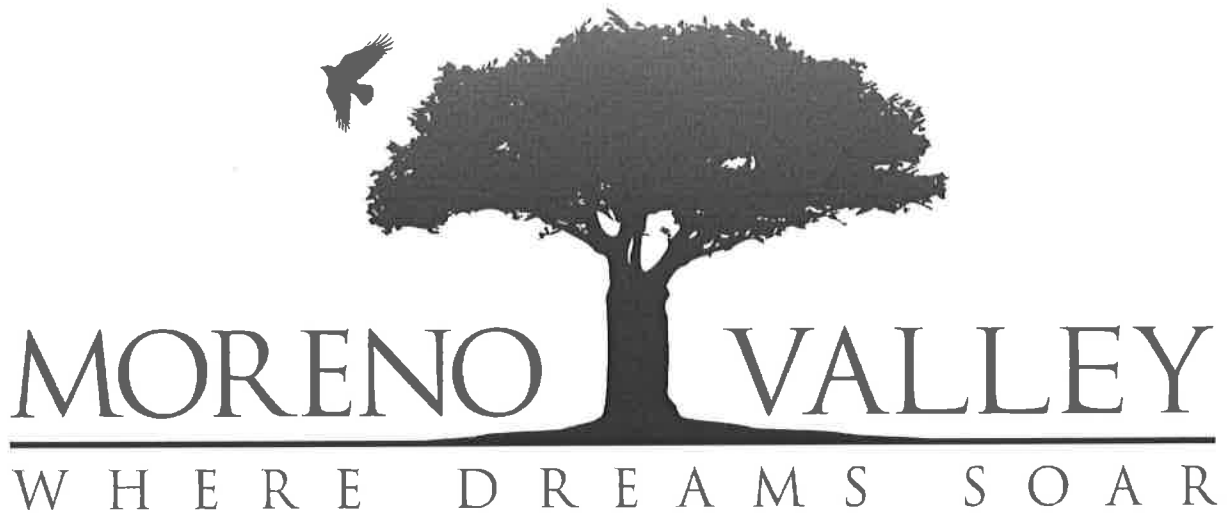
**Map Produced by Moreno Valley Geographic Information System**  
 Geographic Information in:  
 State Plane NAD 83 California Zone 6 Feet  
 G:\ArcMap\Code\  
 CDBG target areas\_1007.mxd  
 October 30, 2007

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. 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.



ATTACHMENT B

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Community Development Block Grant  
(CDBG) and HOME Investment  
Partnership (HOME)

*Annual Action Plan  
2012-2013*

*July 1, 2012 through June 30, 2013*

---

14177 Frederick Street, P.O. Box 88005, Moreno Valley, CA 92552-0805

# City of Moreno Valley Annual Action Plan 2012-2013

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INTRODUCTION

EXECUTIVE SUMMARY

AVAILABLE RESOURCES

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HOMELESS STRATEGY

SPECIAL NEEDS STRATEGY

HOUSING STRATEGY

COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY

### SECTION 3 – OTHER ACTIONS

ANTI-POVERTY STRATEGY

INSTITUTIONAL STRUCTURE AND COORDINATION

MONITORING

### SECTION 4 – ADDITIONAL GRANT REQUIREMENTS

FORM APPLICATION SF 424

CITIZEN PARTICIPATION

CERTIFICATIONS

### ATTACHMENTS

ATTACHMENT A: DEFINITIONS OF TERMS AND ACRONYMS USED

ATTACHMENT B: CDBG, REVITALIZATION & REDEVELOPMENT AREA MAPS

ATTACHMENT C: CITIZEN PARTICIPATION PLAN

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## SECTION 1 – INTRODUCTION

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The Community & Economic Development Department is the lead agency in developing the Consolidated and Annual Action Plans for the City of Moreno Valley. The Annual Action Plan addresses the City's plan for use of Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Funds during the 2012/13 Fiscal Year from July 1, 2012 through June 30, 2013. The Annual Action Plan is based upon the approved 2008-2013 Consolidated Plan prepared for both programs. The Annual Action Plan facilitates the strategy outlined in the Consolidated Plan by addressing community needs through various mechanisms.

The Action Plan provides a basis for assessing performance. It outlines programs for the upcoming program year as well as the proposed accomplishments over the five-year period of the Consolidated Plan. At the end of the program year a Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the annual programmatic accomplishments.

The overall goals of the CDBG and HOME Programs, as included in the Consolidated Plan, are to develop viable urban communities by providing (1) decent housing, (2) a suitable living environment and (3) expanded economic opportunities principally for low and moderate-income persons.

(1). *Decent housing* includes assisting homeless persons, retention of the affordable housing stock, increasing the availability of permanent housing in standard condition and affordable cost to low-income and moderate-income persons.

(2). *A suitable living environment* includes improving the safety and livability of neighborhoods, increasing access to quality public and private facilities and services, and the revitalization of deteriorating or deteriorated neighborhoods.

(3). *Expanded economic opportunities* includes job creation and retention, as well as establishment, stabilization and expansion of small businesses.

*The primary means towards this end is to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.*



## **SECTION 1 – INTRODUCTION**

### **EXECUTIVE SUMMARY**

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#### **CONSOLIDATED PLAN**

Moreno Valley's Consolidated Plan is a comprehensive five-year planning document that addresses the use of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Grant funds to meet decent housing, suitable living environment, and expanded economic opportunity goals for low- and moderate-income city residents.

#### **ANNUAL ACTION PLAN**

The Annual Action Plan serves as the annual update to the Consolidated Plan. It identifies specific projects, programs, and resources that will be implemented during the program year with CDBG and HOME Grant funds. In fiscal year 2012/13, the City of Moreno Valley will be receiving approximately \$1,858,467 in new CDBG funds, and approximately \$468,974 in HOME funds. These funds will be used to support housing and community development activities.

Activities will need to meet the Consolidated Plan goals and fit into one or more of the following strategies:

- Homeless Strategy
- Special Needs Strategy
- Housing/Fair Housing Strategy
- Community and Economic Development Strategy

For each strategy identified in the Consolidated Plan, a list of activities, resources available, and goals are provided for the upcoming program year.

The Action Plan also addresses other actions such as the anti-poverty, institutional structure, coordination with other agencies, public housing, a monitoring plan and plans for meeting underserved needs.

Additionally, as part of the grant requirements, a form application SF 424 is included as well as a Citizen Participation Plan, public comments received and required certifications by the City.

## **GEOGRAPHIC DISTRIBUTION & CDBG TARGET AREAS**

The Geographic Distribution categories are: (1) Citywide, (2) CDBG Target Area, or (3) Redevelopment Project Area. The Citywide category is used for priorities that meet needs on a citywide basis. The CDBG Target Area category is used for priorities that are specific to the CDBG Target Areas. The Redevelopment Project Area is used for priorities that are specifically needed in the City's Redevelopment Area. The geographic distribution or location of expenditures is specified for each programmatic accomplishment.

Citywide: Used for priorities that meet needs on a citywide basis. For example, Public Services meet the needs of the entire city, but provide services usually to low- and moderate-income persons. The City's housing programs are available for use in all areas of the city; however, persons receiving assistance must meet income criteria.

CDBG Target Area: Identified areas of the city in which at least 51 % of the residents qualify as low or moderate-income persons, with predominantly older housing stock. There are seven (7) CDBG Target Areas located within three City Council Districts. Programs such as Code Enforcement, Public Improvement Projects, and Problem Oriented Policing directly benefit CDBG Target Areas. Please refer to Attachments for a CDBG Target Area Map, for specific boundaries.

Redevelopment Project Area: Used for priorities that are specifically needed in the City's Redevelopment Area(s). Portions of the Redevelopment Area overlap the CDBG Target Areas. Please refer to Attachments for a Redevelopment Project Area Map, for specific boundaries. Only those RDA projects that benefit CDBG Target Areas are referenced as actual accomplishments completed through the leveraging of funds.

**SECTION 1 – INTRODUCTION**  
**AVAILABLE RESOURCES**

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The City of Moreno Valley will utilize a variety of Federal, State, and local funding sources to achieve the community and housing priorities identified. Specific funding resources will be utilized based upon availability, opportunities, and constraints of each particular project or program.

The City is committed to utilizing each funding source to its highest and best use. Therefore, the City will leverage the resources identified in this section to facilitate various programs and projects. Specific resources available to address the needs identified in the plan are included under the Annual Action Plan Section.

The following includes a description of both the resources the City currently uses and those for which funding may be pursued.

**FEDERAL RESOURCES**

**Community Development Block Grant Program (CDBG)**

Moreno Valley receives an annual CDBG allocation to meet the following three broad national objectives:

- Benefit to low and moderate income households;
- Removal of slum or blight; or
- Meet urgent community needs.

Approximately 90% of the funding will be used to benefit persons of low and moderate income. Programs and projects funded generally include public services, code compliance activities, and economic development activities. The City’s grant allocation available for fiscal year 2012/13 is \$1,858,467. Table 1-A details the available CDBG funds. Table 1-B details the allocations for FY 2012/13.

**TABLE 1-A**  
**FY 2012/13 CDBG AVAILABLE FUNDING**

Funding Category	Funding Allocation
2012/13 CDBG Allocation	\$1,858,467
Unallocated Project Savings from Previous Years	\$513,920
<b>TOTAL AVAILABLE CDBG FUNDS</b>	<b>\$2,372,387</b>
Program Administration ( <u>20%</u> maximum of annual grant)	\$371,693
Public Social Services ( <u>15%</u> maximum of annual grant)	\$278,770
Public Facilities & Improvements	\$600,000
Rehabilitation Activities	\$10,000
Code Enforcement	\$333,708
Economic Development	\$778,216
<b>TOTAL PLANNED CDBG BUDGET</b>	<b>\$2,372,387</b>



**TABLE 1-B  
 CDBG FUNDING ALLOCATIONS FY 2012/13**

<b>ADMINISTRATION (20% CAP - \$371,693)</b>	
CDBG Program Administration	\$341,693
Fair Housing Council of Riverside County – Fair Housing Services	\$30,000
<b>SOCIAL SERVICES (15% CAP - \$278,770)</b>	
Community Foreclosure Prevention Workshops	\$32,000
Community Assistance Food Program (CAP) - Emergency Food	\$30,000
Friends of the Moreno Valley Senior Center (MoVan) - Elderly Transportation	\$28,500
Fair Housing Council of Riverside County - Foreclosure Prevention/Mitigation	\$19,249
Fair Housing Council of Riverside County - Landlord Tenant Mediation Program	\$16,803
PW Enhancement Center - Emergency & Homeless Services	\$16,000
Lutheran Social Services - (MARB)Transitional Homeless Center	\$15,850
Path of Life Ministries King Hall (MARB) Family Shelter	\$15,850
Catholic Charities - Emergency Services Center	\$15,000
Neighborhood Clean-up Program	\$14,250
Assistance League of Riverside - Operation School Bell, Clothes\School Supplies	\$10,000
CASA for Riverside County - Foster Youth Court Advocacy Program	\$10,000
God's Helping Hand Ministries - Food Pantry	\$9,550
Operation Safehouse Shelter for (Runaway) Youth	\$8,000
Alternatives to Domestic Violence - Shelter and Outreach Services	\$7,500
Riverside Area Rape Crisis Center - Child Abuse Prevention Program	\$7,500
Salvation Army - Food Program	\$7,500
Volunteer Center '211' - 24 Hour Free Telephone Referral Program	\$5,000
ARC of Riverside County - Disabled Adult Services	\$5,000
US Vets - Homeless Center Transportation Assistance	\$5,000
Smooth Transition, Inc. – Job Readiness, Computer, and Life Skills Classes	\$5,000
Lighthouse Treatment Center for Vets	\$5,000
Moreno Valley Police Department Christmas Program	\$3,691
<b>PUBLIC FACILITIES &amp; IMPROVEMENTS</b>	
Street Improvement Project - Graham\Hemlock Intersection Improvements	\$600,000
<b>REHABILITATION</b>	
Habitat for Humanity - Mobile Home Repairs for Elderly & Disabled	\$10,000
<b>CODE ENFORCEMENT</b>	
Code & Neighborhood Enforcement Program (CDBG Target Areas)	\$241,104
Code Enforcement - Foreclosure 'Strike Team'	\$92,604
<b>ECONOMIC DEVELOPMENT</b>	
MV New Business Program - Electric Substation Activity	\$505,000
Community Employment Resource Center	\$173,216
Small Business Development Center - Counseling & Technical Assistance	\$50,000
Community Investment Corp. Small Business Micro-Loan Program	\$50,000
<b>TOTAL CDBG FUNDING ALLOCATIONS</b>	<b>\$2,372,387</b>

**HOME Investment Partnership Program (HOME)**

HOME Investment Partnership funding is provided to the City to:

- assist with affordable rental housing,
- promote home ownership through acquisition,
- construction,
- reconstruction,
- and/or rehabilitation of affordable housing.

Moreno Valley became an Entitlement City for HOME funds in FY 1995/96.

The City of Moreno Valley's HOME allocation for FY 2012/13 is \$468,974. Table 1-C details the estimated HOME funds for FY 2012/13. Table 1-D details the anticipated funding allocations for program year 2012/13. The funding allocations are for new and continuing projects and programs that will be implemented in FY 2012/13.

**TABLE 1-C**

FY 2012/13 HOME FUNDING	
2012/13 HOME Allocation	\$468,974
Funds accumulated under the CHDO Fund, past years	\$752,698
Projected HOME carry-over monies	\$300,000
<b>Total Available HOME Funds</b>	<b>\$1,521,672</b>

**TABLE 1-D**

HOME FUNDING ALLOCATIONS FY 2012/13	
Program Administration (maximum 10% of allocation)	\$46,897
FY 12/13 CHDO (required 15% of allocation)	\$70,346
Mobile Home Grant Program (MHGP)	\$100,000
Home Improvement Loan Program (HILP)	\$300,000
Hemlock Family Apartments, FY 12/13	\$200,000
Affordable Housing Project(s) Contingency	\$240,000
Lutheran Social Services Shelter Improvements	\$65,460
Riverside Housing Development Corp. (RHDC)	\$497,500
<b>TOTAL ALLOCATION OF HOME FUNDS</b>	<b>\$1,520,029</b>

**Neighborhood Stabilization Program (NSP) 1**

Under the Housing and Economic Recovery Act (HERA) of 2008, the City of Moreno Valley received a CDBG allocation of \$11,390,116, to formulate the Neighborhood Stabilization Program (NSP) which is designed to stabilize neighborhoods most impacted by foreclosures. The City's NSP Program is comprised of four activities:

1) Single Family Residential Acquisition, Rehabilitation, and Resale (SFR-ARR),	\$6,663,608.38
2) Multi-family Residential Acquisition, Rehabilitation and Rental (MFR-ARR)	\$3,587,496.62
3) Homebuyers Assistance Program (HAP)	\$0
4) Administration	\$1,139,011

**Neighborhood Stabilization Program (NSP) 3**

In accordance with the Wall Street Reform and Consumer Protection Act of 2010, HUD allocated additional emergency grants to states, cities, and counties to address the foreclosure crisis. As part of this Act, the City of Moreno Valley was allocated \$3,687,789 to implement a third round of Neighborhood Stabilization Program activities (NSP3) within a 36-month timeline. In order to receive the grant, an NSP3 Substantial Amendment to the FY 10/11 Annual Action Plan was provided to HUD. Four primary activities were identified as best addressing the needs of the community while meeting the requirements of HUD. Below is a general overview of the activities to be implemented as part of the City of Moreno Valley's NSP3 program.

NSP Total Grant	\$3,687,789
NSP3-Activity 1: Single Family Acquisition/Rehabilitation/Resale	\$ 2,669,010
NSP3-Activity 2: Neighborhood Stabilization Homeownership Program	\$ 300,000
NSP3-Activity 3: Demolition	\$ 50,000
NSP3-Activity 4: Land Banking	\$ 100,000
NSP3-Activity 5: Redevelopment	\$ 200,000
NSP3 Administration Cap (10%)	\$368,779

**Homelessness Prevention and Rapid Re-housing Program (HPRP)**

Under the American Recovery Re-investment Act of 2009, Moreno Valley was provided with a one-time HPRP grant allocation of \$732,872. The purpose of the HPRP grant is to provide homelessness prevention assistance to households who would otherwise become homeless in the current economic crisis and to rapidly re-house individuals and families who are currently homeless as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42U.S.C. 11302). Moreno Valley has established six activities that assist families facing homelessness, including: case management, rent/arrears assistance, security deposit assistance, utility/arrears assistance, legal assistance, and administration.

**Community Development Block Grant – Recovery (CDBG-R)**

The City was also provided with a one-time CDBG-R grant valued at \$472,872 under the American Recovery Re-investment Act of 2009. Moreno Valley's CDBG-R program establishes four projects (plus administration) aimed at stimulating the economy by creating jobs, modernizing infrastructure, and promoting energy efficiency.

## **Community Redevelopment Agency of the City of Moreno Valley**

On February 1, 2012, the State of California disbanded all existing Redevelopment Agencies in the State. Therefore, Redevelopment monies or local tax increment will no longer be an anticipated source of revenue for the City of Moreno Valley.

As required by law, the City adopted a Recognized Obligation Payment Schedule (ROPS) which identifies the former RDA's obligations, including active contracts, payees, and payment schedules. With approval of the State Department of Finance, the City expects to continue and report on activities listed in the ROPS until they are complete.

### **NON-FEDERAL RESOURCES**

#### **General Funds**

The General Operating fund of the City for all general revenue such as property, sales tax, utility users tax, investment income, gross tax receipts, and development services. This funding source is used to pay for general government of the city but also public safety services such as fire and police.

#### **Riverside County Housing Authority**

The County of Riverside serves as the local housing authority for the region. The County operates the Section 8 housing and various public housing facilities throughout the County including those located in Moreno Valley. Sources of funds available to city residents through the Housing Authority are primarily limited to Section 8, Capital Fund Program (formerly the Comprehensive Grant Program), and the Public Housing programs.

### **PRIVATE RESOURCES**

#### **For-Profit Organizations**

##### **Community Reinvestment Act (CRA)**

The City encourages increased cooperation between lending institutions and the communities they serve to meet CRA requirements for the development of affordable housing.

#### **Non-Profit Organizations**

Twenty-four (24) different non-profit organizations will help facilitate the various social services and housing activities included in Moreno Valley's 2012-13 Action Plan. The City encourages and supports non-profit organizations that apply for funding from various sources.

**Leveraging and Matching Funds – HOME**

Entitlement cities receiving HOME funds are required to contribute a 25% match of non-HOME funds for every dollar of HOME funds spent. In general, as cities draw their HOME funds, they will incur a match liability, which must be satisfied by the end of each fiscal year. The HOME statute also provides a reduction of the matching contribution under three conditions: 1. Fiscal distress, 2. severe fiscal distress, and 3. Presidential disaster declarations. Moreno Valley has been identified by HUD as a fiscally distressed jurisdiction and has been granted a 100-percent match reduction.

In the past Moreno Valley has actively leveraged its affordable housing projects, mostly with Redevelopment Set-aside funds. They city will continue its efforts to leverage projects with other available resources.

## **SECTION 2 –ACTIVITIES TO BE UNDERTAKEN**

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The City will pursue housing, community development, and economic development activities to meet the needs of very-low, low, and moderate-income persons in Moreno Valley. To accomplish this, the city plans to utilize all sources such as CDBG, HOME, and other funds as available in order to meet community needs. The Consolidated Plan has several strategies for meeting community needs. The following objectives were identified in the Strategic Plan portion of the Consolidated Plan.

### **HOMELESS STRATEGY – TABLE 2-A, page 10**

**Objective 1.** Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.

### **SPECIAL NEEDS STRATEGY – TABLE 2-B, page 18**

**Objective 1.** Provide supportive housing and public services to meet the needs of special needs persons.

### **HOUSING STRATEGY – TABLE 2-C, page 19**

**Objective 1.** - Rehabilitation of existing and construction of new single-family homes, multi-family housing, and mobile homes to create or maintain decent, affordable housing for low and moderate-income residents.

**Objective 2.** - Create home ownership opportunities for low and moderate-income residents.

**Objective 3.** - Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.

**Objective 4.** - Provide fair housing and landlord/tenant services to educate and assist residents on their rights and responsibilities.

### **COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY – TABLE 2-D, page 30**

**Objective 1.** - Promote expanded employment opportunities in order to create or retain low and moderate-income jobs.

**Objective 2.** - Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.

**Objective 3.** - Support social service programs available to serve low and moderate-income residents.

**Objective 4.** - Provide employment training and placement programs available to serve low and moderate-income residents

The following tables detail the activities the City will undertake to address these objectives in FY 2012/13. The tables identify available funding, the geographic areas covered by the activity, and the target populations.

**SECTION 2 –ACTIVITIES TO BE UNDERTAKEN (Continued)**  
**HOMELESS STRATEGY**

The Five Year Goals and Proposed Accomplishments under the homeless strategy are to assist 2500 homeless persons and persons threatened with homelessness with housing and public service activities. The following programs for FY 2012/13 will be implemented to meet this goal.

**TABLE 2-A**

<b>HOMELESS STRATEGY</b>	
<b>OBJECTIVE 1:</b> Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.	
<b>PROGRAM:</b>	<b>PATH OF LIFE MINISTRIES – KING HALL FAMILY SHELTER</b>
<b>PROGRAM DESCRIPTION:</b>	Program provides long term (up to 2 years) shelter to homeless families and individuals with children. Residents may live at the shelter for a maximum of twenty-four months. While living at the shelter families are provided comprehensive counseling and support services that will assist them in becoming self sufficient. The shelter is located on March Air Reserve Base.
<b>RESOURCES</b>	CDBG Funds 2012/13     \$15,850
<b>TARGET POPULATION</b>	Homeless families and homeless individuals with children
<b>GEOGRAPHIC AREAS:</b>	Citywide
<b>PROGRAM:</b>	<b>OPERATION SAFEHOUSE</b>
<b>PROGRAM DESCRIPTION:</b>	Operation Safehouse provides emergency shelter, counseling and comprehensive support services for homeless/run-away youth aged 12 – 17, with a goal of family reunification.
<b>RESOURCES:</b>	CDBG Funds 2012/13     \$8,000
<b>TARGET POPULATION:</b>	Abused, Neglected, and Homeless Youth
<b>GEOGRAPHIC AREAS:</b>	Citywide

**HOMELESS STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM: LUTHERAN SOCIAL SERVICES TRANSITIONAL SHELTER PROGRAM**

**PROGRAM DESCRIPTION:** A long term (up to 2 years) shelter program that provides assistance to homeless women and children through a comprehensive transitional living program. Counseling, education assessments and other services are provided to assist participants in gaining self sufficiency. Through the City's HPRP Program, Lutheran Social Services also provides assistance with utility payments arrears and security deposits to families at risk of homelessness.

**RESOURCES:**  
 CDBG Funds 2012/13 \$15,850  
 HPRP Funds 2009/10 \$65,938

**TARGET POPULATION:** Homeless Women and Children

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM: ALTERNATIVES TO DOMESTIC VIOLENCE**

**PROGRAM DESCRIPTION:** Alternatives to Domestic Violence provides an emergency shelter for battered women and abused children who flee otherwise dangerous living situation and are at-risk of homeless.

**RESOURCES:** CDBG Funds 2012/13 \$7,500

**TARGET POPULATION:** Victims of Domestic Violence

**GEOGRAPHIC AREAS:** Citywide



**HOMELESS STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM:** HPRP RENTAL ASSISTANCE VIA COMMUNITY CONNECT OF RIVERSIDE COUNTY (PREVIOUSLY KNOWN AS: THE VOLUNTEER CENTER OF RIVERSIDE COUNTY)

**PROGRAM DESCRIPTION:** Provides assistance with rental subsidy and rental arrears payments through the City's HPRP Program.

**RESOURCES:** HPRP Funds 2009/10 \$161,667

**TARGET POPULATION:** Low and moderate income families

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM:** FAIR HOUSING SERVICES – FORECLOSURE PREVENTION AND MITIGATION PROGRAM

**PROGRAM DESCRIPTION:** Program provides homeowners that are at risk of or currently losing their homes to foreclosure with assistance negotiating with lenders and one-on-one counseling. It also offers financial assessments, budget management, mortgage education, training to potential homebuyers, and referral services.

**RESOURCES:** CDBG Funds 2012/13 \$19,249

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** Citywide

<b>HOMELESS STRATEGY</b>	
<b>(OBJECTIVE 1 CONTINUED)</b>	
<b>PROGRAM:</b>	<b>ASSISTANCE LEAGUE OF RIVERSIDE - OPERATION SCHOOL BELL</b>
<b>PROGRAM DESCRIPTION:</b>	Program provides new essential clothing and school supplies, a backpack, hygiene kit to low income children identified by teachers or school officials as homeless or needy.
<b>RESOURCES:</b>	CDBG Funds 2012/13      \$10,000
<b>TARGET POPULATION:</b>	School aged children from low income families
<b>GEOGRAPHIC AREAS:</b>	Citywide
<b>PROGRAM:</b>	<b>COMMUNITY FORECLOSURE PREVENTION WORKSHOPS</b>
<b>PROGRAM DESCRIPTION:</b>	Program will fund community workshop(s) aimed at providing much needed foreclosure prevention education services to struggling homeowners in the community.
<b>RESOURCES:</b>	CDBG Funds 2012/13      \$15,000
<b>TARGET POPULATION:</b>	Low-income homeowners
<b>GEOGRAPHIC AREAS:</b>	Citywide

**HOMELESS STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM:** **COMMUNITY ASSISTANCE PROGRAM (CAP)**

**PROGRAM DESCRIPTION:** CAP provides emergency and supplemental food, utility payment assistance, and social services referrals to Moreno Valley families in need.

**RESOURCES:** CDBG Funds 2012/13 \$32,000

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM:** **SALVATION ARMY FOOD PROGRAM**

**PROGRAM DESCRIPTION:** The Food Pantry offers needy residents emergency food. Funding shall allow for the hire of a part-time driver to pick up food from collaborative partners such as Wal-mart, 2nd Harvest, March ARB, and United Natural Foods. The program expects to assist over 22,000 persons in the coming year.

**RESOURCES:** CDBG Funds 2012/13 \$7,500

**TARGET POPULATION:** Low and Moderate Income Families

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM:** **GOD'S HELPING HAND FOOD AND EMERGENCY SERVICES PROGRAM**

**PROGRAM DESCRIPTION:** Emergency and supplemental food, clothing, utility assistance, and social services referrals to Moreno Valley persons and families in need.

**RESOURCES:** CDBG Funds 2012/13 \$9,550

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** Citywide

**HOMELESS STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM: LIGHTHOUSE TREATMENT CENTER**

**PROGRAM DESCRIPTION:** The Center provides transitional housing for mentally-ill, homeless veterans. Participants of this 2 year program are provided shelter, coaching, along with life and employment skills. Funding will go toward a combination of staffing and direct services.

**RESOURCES:** CDBG Funds 2012/13 \$5,000

**TARGET POPULATION:** Homeless, Mentally Ill Veterans

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM: U.S. VETERAN'S INITIATIVE**

**PROGRAM DESCRIPTION:** The program provides comprehensive services to homeless veterans including long term shelter, substance abuse counseling, job training, case management and other supportive services. Funding shall be aimed at providing the veterans with transportation to and from medical appointments and their places of employment.

**RESOURCES:** CDBG Funds 2008/09 \$5,000

**TARGET POPULATION:** Homeless Veterans

**GEOGRAPHIC AREAS:** Citywide

**HOMELESS STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM: INLAND COUNTY LEGAL SERVICES**

**PROGRAM DESCRIPTION:** Free legal advice/services related to housing issues. Offers tenant legal services for evictions and other related legal needs. CDBG funding also allows for expanded service hours.

**RESOURCES:** HPRP Funds 2012/13 \$17,246

**TARGET POPULATION:** Low-income homeowners

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM: CATHOLIC CHARITIES**

**PROGRAM DESCRIPTION:** Catholic Charities San Bernardino/Riverside provides a range of emergency assistance services to needy residents including motel vouchers, rent, mortgage assistance, utility assistance, food, and other basic needs. CDBG funds will be used toward hiring of a part time community outreach worker at a local outreach office.

Rental subsidy and rental arrears assistance is funded via the City's HPRP program.

**RESOURCES:** CDBG Funds 2012/13 \$15,000  
 HPRP Funds 2009/10 \$161,667

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** Citywide

<b>H O M E L E S S   S T R A T E G Y</b>	
<b>(OBJECTIVE 1 CONTINUED)</b>	
<b>PROGRAM:</b>	<b>FAMILY SERVICES ASSOCIATION (FSA)</b>
<b>PROGRAM DESCRIPTION:</b>	FSA provides case management and assistance with rent subsidies and/or rental arrears payments. Program is funded through the City HPRP program.
<b>RESOURCES:</b>	HPRP Funds 09/10    \$161,667
<b>TARGET POPULATION:</b>	Low and moderate income families
<b>GEOGRAPHIC AREAS:</b>	Citywide
<b>PROGRAM:</b>	<b>P. W. ENHANCEMENT CENTER (PWEC)</b>
<b>PROGRAM DESCRIPTION:</b>	Emergency motel vouchers, shelter placement, security deposit and rental assistance for homeless persons and persons threatened with homelessness. Also provides emergency and supportive services to needy households including food distribution, money management, job preparedness, child development and counseling.
<b>RESOURCES:</b>	CDBG Funds 2012/13    \$16,000 HPRP Funds 2012/13    \$28,981
<b>TARGET POPULATION:</b>	Homeless; Low and Moderate-Income Households
<b>GEOGRAPHIC AREAS:</b>	Citywide

**ASSISTANCE AVAILABLE TO PERSONS THREATENED WITH HOMELESSNESS**

In order to prevent low-income families from becoming homeless, local non-profit organizations (i.e. Catholic Charities, Gods Helping Hand, P.W. Enhancement Center), provide one-time emergency rental/mortgage assistance. The goal is to prevent homelessness for persons who missed rent/mortgage payment(s) due to extenuating circumstances. Some low-income families live "paycheck to paycheck" which makes it difficult for them to pay for the basic necessities when an emergency expense arises. The emergency rental/mortgage assistance program greatly benefits families on the threshold of becoming homeless.

For those families at risk of homelessness due to foreclosure, the city will continue conducting a series of foreclosure prevention workshops and fund the Riverside County Fair Housing Foreclosure Prevention and Mitigation Program to assist with mitigation of the foreclosure and provide valuable referrals. The City will also continue to offer programs under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) grant provided in 2008/09 under the American Recovery Act. This emergency legislation was established specifically to address the issue of potential homelessness due to the economic crisis. Funds were dedicated to providing various forms of assistance to qualifying families including: monthly rental assistance, rental arrears, security deposit assistance, utility payments and arrears, motel vouchers, legal assistance, and individual case management.

There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance (as determined by the Local Board in funded jurisdictions): lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill; and minimal repairs to allow a sheltering facility to function during the program year.

## **CONTINUUM OF CARE**

The City will continue to actively participate in Riverside County's Continuum of Care Consortium. The Continuum of Care Consortium consists of local government agencies and local non-profits that work together to address homeless issues in the Riverside region. Continuum of Care grant funding is provided to local public and non-profit agencies to provide homeless services, emergency and transitional shelter. Periodic meetings provide an opportunity for networking and working towards the common goal.

The County of Riverside is the lead agency charged with developing the Continuum of Care's 10 Year Strategy to End Homelessness. A working group of local government agency staff and other community stakeholders has been formed to develop this 10 year plan. The City of Moreno Valley has assigned a staff person to participate in this working group (which meets monthly) to assist in the accomplishment of the goal of ending homelessness in ten (10) years.

**SECTION 2 –ACTIVITIES TO BE UNDERTAKEN**  
**SPECIAL NEEDS STRATEGY**

The Five Year Goals and Proposed Accomplishments under the special needs strategy are to assist 15,000 special needs persons, including the elderly and disabled, with housing and public services. In FY 2012/13, the following programs will be implemented to meet this goal.

**TABLE 2-B**

<b>SPECIAL NEEDS STRATEGY</b>	
<b>OBJECTIVE 1:</b> Provide supportive housing and public services to meet the needs of special needs persons.	
<b>PROGRAM:</b>	<b>SENIOR VAN TRANSPORTATION SERVICES (MoVan)</b>
<b>PROGRAM DESCRIPTION:</b>	The MoVan is used to transport the elderly and adult handicapped to medical appointments and other needed destinations for a small donation or at no cost. The MoVan is a specially equipped 17-passenger bus with two wheel chair tie-downs is available 7 hours a day/ 5 days a week.
<b>RESOURCES:</b>	CDBG Funds 2012/13    \$30,000
<b>TARGET POPULATION:</b>	Special Needs Persons – Elderly and Disabled
<b>GEOGRAPHIC AREAS:</b>	Citywide
<b>PROGRAM:</b>	<b>ARC OF RIVERSIDE COUNTY</b>
<b>PROGRAM DESCRIPTION:</b>	The ARC of Riverside County serves adults with developmental disabilities at one of the only centers of its kind located in the city. Activities are aimed at increasing interaction, self esteem, and independence. ARC proposes to use grant dollars to continue to provide specialized medical services by an on-site LVN, and to help continue other existing services.
<b>RESOURCES:</b>	CDBG Funds 2012/13    \$5,000
<b>TARGET POPULATION:</b>	Special Needs Persons – Disabled
<b>GEOGRAPHIC AREAS:</b>	Citywide



**SECTION 2 –ACTIVITIES TO BE UNDERTAKEN**  
**HOUSING STRATEGY**

The Five Year Goals and Proposed Accomplishments under the housing strategy are to:

1. To rehabilitate or construct a minimum of 400 housing units.
2. To provide home ownership to 5 households.
3. To provide increased, proactive Code Compliance, Neighborhood Cleanups and public safety activities to assist 3000 households in the CDBG Target Areas.
4. To assist 2,500 persons with fair housing and landlord/tenant services.

In FY 2012/13, the following programs will be implemented to meet the goals of each Objective:

**TABLE 2-C**

<b>HOUSING STRATEGY</b>	
<b>OBJECTIVE 1:</b> Rehabilitation of existing housing and/or construction of new single-family homes, multi-family housing and mobile homes to create or maintain decent, affordable housing for low and moderate income residents.	
<b>PROGRAM:</b>	<b>MOBILE HOME GRANT PROGRAM</b>
<b>PROGRAM DESCRIPTION:</b>	Program offers rehabilitation grants of up to \$10,000 to low-income owner occupants of mobile home coaches located in rental parks within the City to repair and eliminate substandard conditions.
<b>RESOURCES:</b>	HOME Funds \$100,000
<b>TARGET POPULATION:</b>	Low Income Mobile Home Owners
<b>GEOGRAPHIC AREAS:</b>	Citywide

**HOUSING STRATEGY**

**OBJECTIVE 1: (Continued)**

**PROGRAM: HOME IMPROVEMENT LOAN PROGRAM (HILP)**

**PROGRAM DESCRIPTION:** The HILP Program offers 3% deferred loans for income qualified homeowners to rehabilitate single-family homes. The purpose is to eliminate substandard housing conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.

**RESOURCES:** HOME Funds 2012/13 \$300,000

**TARGET POPULATION:** Low and Moderate Income Home Owners

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM: MULTI-FAMILY AFFORDABLE HOUSING PROJECT – HEMLOCK FAMILY APARTMENTS**

**PROGRAM DESCRIPTION:** This project provides for new construction of 77 affordable multi-family housing units in Moreno Valley. It will assist residents at 50%-60% of the area median income and help to improve the amount of decent housing in the community.

**RESOURCES:**

HOME Funds 2012/13	\$200,000
HOME Funds Past FYs	<u>\$1,000,000</u>
Total	\$1,200,000

**TARGET POPULATION:** Low- income renters

**GEOGRAPHIC AREAS:** CDBG Target Area

**HOUSING STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM:** RIVERSIDE HOUSING DEVELOPMENT CORPORATION (RHDC)  
 – ALLIES PLACE PROJECT

**PROGRAM DESCRIPTION:** This project consists of acquisition and rehabilitation of a four-plex in one of the City Revitalization Neighborhoods for rental to low and very-low income families.

**RESOURCES:** HOME Funds \$450,000

**TARGET POPULATION:** Low and Very Low Income Renters

**GEOGRAPHIC AREAS:** CDBG Target Census Tracts

**PROGRAM:** LUTHERAN SOCIAL SERVICES - SHELTER IMPROVEMENTS

**PROGRAM DESCRIPTION:** The HOME program is slated to fund improvements for the shelter for homeless women and children located on March Air Reserve Base. Improvements include constructing ADA compliant walkways, installing security lighting, and addressing plumbing, flooring, and central heat and air issues.

**RESOURCES:** HOME Funds \$65,460

**TARGET POPULATION:** Low and Moderate Income renters

**GEOGRAPHIC AREAS:** NSP Target Census Tracts

**HOUSING STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM:** NSP 1 & 3 - SINGLE FAMILY ACQUISITION, REHABILITATION, AND RESALE PROGRAM (SFR-ARR)

**PROGRAM DESCRIPTION:** Funded by the Neighborhood Stabilization Program grant, the SFR-ARR program purchases, repairs, then re-sells foreclosed and abandoned single family properties to qualifying families earning up to 120% of the area median income.

**RESOURCES:** NSP 1 Funds \$5,203,575  
 NSP 3 Funds \$2,669,010

**TARGET POPULATION:** Low and Moderate Income families

**GEOGRAPHIC AREAS:** NSP Target Areas

**PROGRAM:** NSP 1 - MULTI-FAMILY ACQUISITION REHABILITATION AND RESALE (MFR-ARR)

**PROGRAM DESCRIPTION:** Funded by the Neighborhood Stabilization Program grant, the MFR-ARR program purchases, repairs, foreclosed and abandoned multi-family apartments and makes them available to renters earning up to 50% of the area median income.

**RESOURCES:** NSP Funds \$4,047,529

**TARGET POPULATION:** Low and Moderate Income renters

**GEOGRAPHIC AREAS:** NSP Target Census Tracts

**HOUSING STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM:** CHDO – COMMUNITY HOUSING DEVELOPMENT ORG, Unprogrammed

**PROGRAM DESCRIPTION:** 15% CHDO Set aside money for the future rehabilitation or construction of affordable housing for very low income residents. Specific project to be selected at a later date.

**RESOURCES:** HOME CHDO Funds 2012/13 \$70,346

**TARGET POPULATION:** Very Low-income households

**GEOGRAPHIC AREAS:** CDBG Target Area

**PROGRAM:** HABITAT FOR HUMANITY –  
 MOBILE HOME REHABILITATION PROGRAM

**PROGRAM DESCRIPTION:** Program provides for the supplies and materials that volunteers shall use to help eligible low income households make exterior improvements to their mobile homes. The program was designed to provide assistance mainly to elderly or disabled persons whom are unable to maintain the exterior of their property and are facing penalties that could lead to eviction. Program will supplement the City's existing Mobile Home Grant Program by relieving it of having to subsidize less critical exterior repairs (which are often general clean-up or cosmetic) and focus more grant dollars on the code related improvements.

**RESOURCES:** CDBG Funds 2012/13 \$10,000

**TARGET POPULATION:** Low Income Mobile Home Owners

**GEOGRAPHIC AREAS:** CDBG Target Areas

**HOUSING STRATEGY**

**OBJECTIVE 2: Create home ownership opportunities for low and moderate-income residents**

**PROGRAM: NSP 1 - HOMEBUYER ASSISTANCE PROGRAM (HAP)**

**PROGRAM DESCRIPTION:** Provides down payment assistance of up to 20% of the purchase price, for first time homebuyers purchasing resale homes up to the maximum FHA 203b limit. Loans are deferred for 20 years with no interest and are forgivable upon loan maturity.

**RESOURCES:** Neighborhood Stabilization Funds \$1 million  
 Redevelopment Funds, past year \$500,000

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** NSP Designated Target Areas

**PROGRAM: NSP 3- NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP PROGRAM (NSHP)**

**PROGRAM DESCRIPTION:** NSP3 funds would provide purchase price and home repair assistance to qualified households for the purchase of foreclosed homes in one of the NSP3 target areas.

**RESOURCES:** NSP 3 Funds \$300,000

**TARGET POPULATION:** Low and Moderate Income Families

**GEOGRAPHIC AREAS:** NSP Target Areas

**PROGRAM: NSP 3- REDEVELOPMENT**

**PROGRAM DESCRIPTION:** This activity funds the redevelopment of demolished sites or vacant sites acquired and held in the City's land bank for future development to provide housing to income-eligible households earning up to 120% of the area median income.

**RESOURCES:** NSP 3 Funds \$200,000

**TARGET POPULATION:** Low and Moderate Income Families

**GEOGRAPHIC AREAS:** NSP Target Areas

**HOUSING STRATEGY**

**(OBJECTIVE 2 CONTINUED)**

**PROGRAM:** OAKWOOD AFFORDABLE HOUSING PROJECT

**PROGRAM DESCRIPTION:** Oakwood developers have met the stabilized occupancy requirement enabling the City to fund \$2.25 million of the \$3 million commitment to the project. The balance of \$750,000 will be funded to the project when the last piece of permanent financing goes into place.

**RESOURCES:** Redevelopment Housing Set-aside Funds, past year \$ 3 million

**TARGET POPULATION:** Low-income renters

**GEOGRAPHIC AREAS:** RDA Project Area

**PROGRAM:** RANCHO DORADO AFFORDABLE HOUSING DEVELOPMENT

**PROGRAM DESCRIPTION:** Phase 2 of this affordable housing project has been awarded an allocation of State Tax Credit funding. During 10-11, the City extended the due date of the predevelopment loan and the City is anticipating funding the balance the commitment in fiscal years 2012-13 and 2013-14 when the project reaches stabilized occupancy. Once completed, the project will provide 148 affordable units.

**RESOURCES:** Redevelopment Housing Set-aside Funds Phase 1 \$4,750,000  
 Past Year Phase 2 \$4,750,000

**TARGET POPULATION:** Low-income renters

**GEOGRAPHIC AREAS:** RDA Project Area

**HOUSING STRATEGY**

**OBJECTIVE 3:** Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.

**PROGRAM: NSP 3- DEMOLITION**

**PROGRAM DESCRIPTION:** Staff has encountered the occasional foreclosed property in such disrepair that rehabilitation was not economically feasible. Demolition of blighted structures is an NSP-eligible activity and staff plans to use NSP3 funds to enable the tear-down of a property for which rehabilitation is not an option.

**RESOURCES:** NSP 3 Funds \$50,000

**TARGET POPULATION:** Low and Moderate Income Families

**GEOGRAPHIC AREAS:** NSP Target Areas

**PROGRAM: NSP 3- LAND BANKING**

**PROGRAM DESCRIPTION:** NSP3 funds have been allocated to fund maintenance of property after a demolition has occurred or for the acquisition foreclosed vacant residential property until new residential construction on that property takes place.

**RESOURCES:** NSP 3 Funds \$100,000

**TARGET POPULATION:** Low and Moderate Income Families

**GEOGRAPHIC AREAS:** NSP Target Areas



**HOUSING STRATEGY**

**(OBJECTIVE 3 CONTINUED)**

**PROGRAM: NEIGHBORHOOD CODE COMPLIANCE**

**PROGRAM DESCRIPTION:** City Code Compliance Officers provide enhanced, proactive inspection and enforcement services within the CDBG Target Areas to eliminate substandard housing and poor property maintenance conditions. Many low-income tenants are unable to pay for improvements that are the responsibility of the property owner. Increased code enforcement seeks compliance from property owners and assists in eliminating the substandard conditions.

**RESOURCES:** CDBG Funds 2012/13 \$241,104

**TARGET POPULATION:** CDBG Target Areas

**GEOGRAPHIC AREAS:** CDBG Target Areas

**PROGRAM: CODE ENFORCEMENT - CITY FORECLOSURE STRIKE TEAM**

**PROGRAM DESCRIPTION:** This team will address code enforcement activities specific to foreclosures and abandoned homes in the CDBG target area. The objective is to identify these properties within the Target area then pursue property inspections and maintenance activities. The Strike Team is also responsible for working with trustees, lenders, real estate agents, and property managers to obtain code compliance for properties in default/foreclosure in CDBG target areas.

**RESOURCES:** CDBG Funds 2012/13 \$92,604

**TARGET POPULATION:** CDBG Target Area Neighborhoods

**GEOGRAPHIC AREAS:** CDBG Target Areas

## HOUSING STRATEGY

### (OBJECTIVE 3 CONTINUED)

**PROGRAM: NEIGHBORHOOD CLEAN-UP PROGRAM**

**PROGRAM DESCRIPTION:** This neighborhood program assists in the revitalization of older neighborhoods. Funds will be used to conduct large-scale neighborhood clean-ups (utilizing commercial sized dumpsters and skip loaders) providing haul away and other services to residents within the targeted neighborhoods. Each clean-up typically assists an average of 125 properties.

**RESOURCES:** CDBG \$14,250

**TARGET POPULATION:** CDBG Target Area Neighborhoods

**GEOGRAPHIC AREAS:** CDBG Target Areas

## HOUSING STRATEGY

**OBJECTIVE 4:** Provide fair housing and landlord/tenant services to educate and assist residents on their rights and responsibilities.

**PROGRAM: FAIR HOUSING SERVICES**

**PROGRAM DESCRIPTION:** The Fair Housing Council of Riverside County provides a full range of fair housing services including education, discrimination investigation, enforcement, and training and technical assistance. All services designed to affirmatively further fair housing.

**RESOURCES:** CDBG Administration Funds 2012/13 \$30,000

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM: LANDLORD TENANT MEDIATION PROGRAM**

**PROGRAM DESCRIPTION:** The Fair Housing Council of Riverside County provides no cost landlord/tenant mediation including counseling, case management, legal advice/technical assistance, and enforcement services. This program is expected to serve over 500 people.

**RESOURCES:** CDBG Funds 2012/13 \$16,830

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** Citywide

## **SECTION 2 – AFFORDABLE AND FAIR HOUSING**

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### **STRATEGIES TO PROMOTE AFFORDABLE HOUSING**

The City of Moreno Valley will undertake the following strategies to promote and foster affordable housing:

- Continue to develop and maintain affordable housing through the use of CDBG funds, HOME funds, and Neighborhood Stabilization Program funds.
- Actively support projects that apply for State and Federal funds, on a case-by-case basis.
- Complete infrastructure plans for various areas of the City to reduce-up front design costs for construction of improvements.
- Continue to implement Permit streamlining to encourage the development of affordable housing in the City.
- Continue to allocate funding for Code Compliance services in the CDBG target areas to address code compliance issues and encourage housing and property maintenance.

### **ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING**

The City updated its Analysis of Impediments (AI) to Fair Housing Choice Report in 2008. The following proposed actions were identified during the process. The recommended actions are directed to the City, lending institutions, and other service agencies that assist Moreno Valley residents. Listed below are the key actions that the City could take to continue its efforts to affirmatively further fair housing:

#### **1. Private Sector Actions**

**Action 1.1** Continue to support fair housing services in order to ameliorate the impacts of housing discrimination.

**Action 1.2** The A.I. study found that 'hate crime' victim services are needed because families may feel threatened and unwanted in certain neighborhoods within the City. The City could monitor new, available services in which to refer residents to.

**Action 1.3** Numerous professional organizations guide the day-to-day practice of real estate agents and property management companies. These day-to-day practices impact the delivery of housing on a fair and equal basis. The City could maintain an awareness of these organizations and how they affect housing in Moreno Valley.

**Action 1.5** The City can encourage the Press-Enterprise to identify in its Fair Housing Notice the agencies that can respond to fair housing questions. Such agencies would include the Fair Housing Council of Riverside County (FHCR).

**Action 1.6** The City will encourage the Press-Enterprise to publish a "no pets" disclaimer that indicates rental housing owners must provide reasonable

accommodations, including “service animals” and “companion animals” for disabled persons.

**Action 1.7** The City will encourage the Fair Housing Council to prepare a summary of reasonable accommodation requirements and transmit this information to the owners and managers of Moreno Valley’s large apartment communities. The information may also provide a link to the State Department of Fair Employment and Housing video on reasonable accommodations.

## **2. Public Sector Actions**

**Action 2.1** The City can continue to support fair housing services in order to ameliorate the impacts of housing discrimination and to inform residents on how to recognize and avoid predatory lending, panic selling, and steering.

**Action 2.2** The City’s Home Improvement and Homeowner’s Assistance Programs can continue to assist loan applicants that may have previously been denied through private banks and institutions, with low interest and deferred loans. The deferred loans would not increase an applicant’s debt-to-income ratio. In addition, the City can be somewhat more lenient than a private lender insofar as past credit history.

**Action 2.3** Using federal grant funding, the City can fund legal assistance for income eligible families facing unlawful eviction and homelessness.

**Action 2.4** Over the past few years, homeowners in the City as in other Inland Empire communities, are late with their monthly loan payments and, thus, are receiving notices of default and facing foreclosure and possible bankruptcy. Fair Housing services may be augmented to help struggling homeowners.

**Action 2.5** The City can continue to provide Foreclosure Prevention Workshops in Moreno Valley. The workshop can help to educate, counsel and assist struggling homeowners.

**Action 2.6** The City can assist the County of Riverside Housing Authority by transmitting information contained in the Fair Housing Community Profile (Technical Appendix A of the Analysis of impediments to Fair Housing Choice). That information will include the areas of minority and low-income concentrations and an inventory of rental housing communities located outside these areas. In this way, the Housing Authority will have specific geographic information to counsel Section 8 tenants and seek owners outside areas of concentration.

### **ACTIONS TO BE TAKEN DURING PROGRAM 2012-2013 OF THE CONSOLIDATED PLAN**

- The City will continue to contract the Fair Housing Council of Riverside County (FHCRC) to provide fair housing services to Moreno Valley’s residents.
- The City will augment the contracted services with FHCRC to provide Foreclosure Mitigation Services.

- The City will contract/support Community Connect (of Riverside County) '211' 24-hour telephone referral program in order to provide a full directory of hate crime victim services to residents.
- The City will provide a link to the State Department of Fair Employment and Housing where residents can view videos on reasonable accommodations.
- Provide the public fair housing information by distributing documents on topics such as service and companion animal guidelines and accessibility guidelines. (!)
- The City will utilize available Census 2010 data to update the analysis of "areas of minority concentration" and "areas of low-income concentration."
- The City will conduct a Foreclosure Prevention Workshop for the community during 2012-2013.
- The City will continue to fund and offer Home Improvement and Homeowner's Assistance Programs to assist loan applicants that may have previously been denied through private banks and institutions.
- Using HPRP federal grant funding, the City will fund legal assistance for income eligible families facing unlawful eviction and homelessness.
- The City will complete a comprehensive update of the AI and Fair Housing Action Plan.

#### **CITY EFFORTS TO ADDRESS LEAD-BASED PAINT HAZARDS**

To help address the City's lead based paint issues as discussed in the Consolidated Plan, Moreno Valley provides four consumer loan/grant programs products that are impacted by the requirements of lead based paint. Applicants for the City's Mobile Home Grant, the Homebuyers Assistance Program, Home Improvement Loan Programs, and Neighborhood Stabilization Programs 1 are all provided information on lead-based paint hazards. According to the Consolidated Plan, 74% of houses built in Moreno Valley before 1980 contain lead based paint somewhere within the building. If a home is participating in one of the referenced programs and was constructed prior to 1978, the City contracts with Home Safe for a lead-based paint inspection of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work. Since a HAP loan is down payment assistance, the lead-based paint mitigations are the responsibility of the Seller prior to the transfer title. Both Buyer and Seller receive the disclosure materials as a part of the loan application process.

**SECTION 2 –ACTIVITIES TO BE UNDERTAKEN  
COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY**

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The Five Year Goals and Proposed Accomplishments under the Community and Economic Development Strategy are to:

1. To assist 400 local small businesses with counseling services and loan programs.
2. To construct infrastructure improvements that will assist 250 parcels located within CDBG Target Areas.
3. To assist 50,000 low and moderate income residents with public service activities (other than homeless or special needs activities).
4. To assist 150 low and moderate income residents with employment training and placement opportunities.

The following tables outline the activities that the city will undertake during Program Year 2012/13 to meet the Consolidated Plan Goals and Objectives.

**TABLE 2-D**

<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT STRATEGY</b>	
<b>OBJECTIVE 1:</b> Promote expanded economic opportunities in order to create or retain low and moderate income jobs.	
<b>PROGRAM:</b>	<b>SMALL BUSINESS COUNSELING SERVICES (SBDC)</b>
<b>PROGRAM DESCRIPTION:</b>	SBDC shall provide counseling services for local small businesses in business planning, financing, accounting, etc. The goal is to create and/or retain low income jobs in the community.
<b>RESOURCES:</b>	CDBG Funds FY 2012/13     \$50,000
<b>TARGET POPULATION:</b>	Low income small business owners and employees
<b>GEOGRAPHIC AREAS:</b>	Citywide
<b>PROGRAM:</b>	<b>COMMUNITY INVESTMENT CORPORATION (CIC)</b>
<b>PROGRAM DESCRIPTION:</b>	The CIC shall offer low-income business owners with limited resources a micro-business loan. The goal is to create and/or retain low income jobs in the community.
<b>RESOURCES:</b>	CDBG Funds 2012/13     \$50,000
<b>TARGET POPULATION:</b>	Low and Moderate Income Business Owners
<b>GEOGRAPHIC AREAS:</b>	Citywide

**COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY**

**(OBJECTIVE 1 CONTINUED)**

**PROGRAM:** MORENO VALLEY NEW BUSINESS PROGRAM -  
ELECTRICAL SUBSTATION ACTIVITY

**PROGRAM DESCRIPTION:** The New Business Program is intended to help secure major employers to locate in large, vacant retail space in the TownGate, Centerpointe Business Park, and the Moreno Valley Industrial areas of the community through loans, grants or interest subsidies. Its intended to create full-time permanent jobs which, per a formal agreement with the employer, a certain number shall be held by or made available to low and moderate income persons.

For the upcoming year, staff is proposing to partner with the Moreno Valley Utility (MVU) to construct an electrical substation in a large industrial park area on the south end of town where load deficiencies have been identified. The Industrial Park is very important to the economic development of the City because it consists of manufacturing uses and logistics/distribution centers where a number of speculative building projects are under construction, more ready to start construction. More than 5 million sq. ft. should be developed in the next 18 to 24 months. The planned substation will provide power to this new development. The City expects these new warehouses to create hundreds of jobs in our community.

**RESOURCES:** CDBG Funds 2012/13 \$505,000

**TARGET POPULATION:** Low and Moderate Income Persons

**GEOGRAPHIC AREAS:** Citywide



**COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY**

**OBJECTIVE 2:** Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.

**PROGRAM: DRACAEA STREET SIDEWALK IMPROVEMENTS**

**PROGRAM DESCRIPTION:** This project will fund the design and construction of sidewalks while widening Dracaea Street, from Perris Boulevard to Patricia Street. The project is intended to improve pedestrian access ways to residents and area schools such as Butterfield Elementary and March Mountain High School, as well as provide safer access to bus stops, and local businesses along Perris Boulevard.

**RESOURCES:**

CDBG Funds 2011/12	\$267,831
Previous Year Savings	<u>\$382,169</u>
Total	\$650,000

**TARGET POPULATION:** CDBG Target Areas

**GEOGRAPHIC AREAS:** Central Sunnymead

**PROGRAM: GRAHAM STREET AND HEMLOCK AVENUE SIDEWALK & INTERSECTION IMPROVEMENTS**

**PROGRAM DESCRIPTION:** This sidewalk infill project will improve the intersection of Hemlock and Graham. The sidewalk infill would occur on the south east corner directly improving an area heavy with pedestrians. It would directly benefit single family residents but also residents of four adjacent apartment complexes, persons walking to church, and businesses located on the same block.

**RESOURCES:** CDBG Funds 2011/12 \$600,000

**TARGET POPULATION:** CDBG Target Areas

**GEOGRAPHIC AREAS:** Central Sunnymead

**COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY**

**OBJECTIVE 3:** Support public service programs available to serve low and moderate income residents.

**PROGRAM:** **COMMUNITY ASSISTANCE PROGRAM (CAP)**

**PROGRAM DESCRIPTION:** CAP provides emergency and supplemental food, utility payment assistance, and social services referrals to Moreno Valley families in need.

**RESOURCES:** CDBG Funds 2012/13 \$32,000

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM:** **GOD'S HELPING HAND FOOD PROGRAM**

**PROGRAM DESCRIPTION:** Emergency and supplemental food, clothing and social services referrals to Moreno Valley persons and families in need.

**RESOURCES:** CDBG Funds 2012/13 \$9,550

**TARGET POPULATION:** Low and Moderate Income Households

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM:** **SALVATION ARMY FOOD PROGRAM**

**PROGRAM DESCRIPTION:** The Food Pantry offers needy residents emergency food. Funding shall allow for a part-time driver to pick up food from collaborative partners such as Walmart, 2nd Harvest, March ARB, and United Natural Foods. The program expects to assist over 22,000 persons in the coming year.

**RESOURCES:** CDBG Funds 2012/13 \$7,500

**TARGET POPULATION:** Low and moderate income persons

**GEOGRAPHIC AREAS:** Citywide

**COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY**

**(OBJECTIVE 3 CONTINUED)**

**PROGRAM: CHILD ABUSE PREVENTION & EDUCATION PROGRAM**

**PROGRAM DESCRIPTION:** The Riverside Area Rape Crisis Center provides a child abuse prevention program designed to educate children (K-12<sup>th</sup> grade) through the Moreno Valley schools. They also provide counseling and support services to abuse victims and their families.

**RESOURCES:** CDBG Funds 2012/13 \$7,500

**TARGET POPULATION:** K-12 students

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM: COMMUNITY CHRISTMAS PROGRAM**

**PROGRAM DESCRIPTION:** The Moreno Valley Police Department (MVPD) will be administering a holiday program intended to offer assistance to low-income families during the holiday season as well as fostering good will between members of the public and police officers. Due to dwindling donations, MVPD sought a small amount of CDBG funding. The goal is to reach 250 low income persons with food, clothing, and general festivities over the holiday season.

**RESOURCES:** CDBG Funds FY 2012/2013 \$3,691

**TARGET POPULATION:** Low and Very Low Income Households

**GEOGRAPHIC AREAS:** CDBG Target Areas

**COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY**

**(OBJECTIVE 3 CONTINUED)**

**PROGRAM:** ASSISTANCE LEAGUE OF RIVERSIDE OPERATION SCHOOL BELL

**PROGRAM DESCRIPTION:** Program provides a backpack, hygiene kit and back-to-school clothing through a "shopping" experience to children identified by teachers or school officials as being in need.

**RESOURCES:** CDBG Funds 2012/13 \$10,000

**TARGET POPULATION:** Elementary school aged children from homeless and low income families

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM:** ALTERNATIVES TO DOMESTIC VIOLENCE

**PROGRAM DESCRIPTION:** Alternatives to Domestic Violence provides services to victims of domestic violence. These services include an Outreach Counseling Center which offers a 24-hour crisis line, counseling, support groups, court advocacy, and an emergency shelter for battered women and abused children.

**RESOURCES:** CDBG Funds 2012/13 \$7,500

**TARGET POPULATION:** Victims of Domestic Violence

**GEOGRAPHIC AREAS:** Citywide

**COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY**

**(OBJECTIVE 3 CONTINUED)**

**PROGRAM:** COURT APPOINTED SPECIAL ADVOCATES FOR RIVERSIDE COUNTY (CASA)

**PROGRAM DESCRIPTION:** Advocacy for Abused and Neglected Children. CASA offers court appointed monitoring services to foster youth. CDBG funds will be used to fund the salary of one supervisor who will train volunteers that in turn will provide service to 40 Moreno Valley foster children over the program year.

**RESOURCES:** CDBG Funds 2012/13 \$10,000

**TARGET POPULATION:** Abused/Neglected Youth

**GEOGRAPHIC AREAS:** Citywide

**PROGRAM:** COMMUNITY CONNECT '211 PROGRAM' (PREVIOUSLY VOLUNTEER CENTER '211 PROGRAM')

**PROGRAM DESCRIPTION:** The '211 Program' is a quality telephone referral system available 24 hours a day, 7 days a week that residents may use to access information on public and private facilities and services in the City.

**RESOURCES:** CDBG Funds 2012/13 \$5,000

**TARGET POPULATION:** Low and moderate income persons

**GEOGRAPHIC AREAS:** Citywide

## COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

**OBJECTIVE 4:** Provide employment training and placement programs available to serve low and moderate income residents.

**PROGRAM:** SMOOTH TRANSITION, INC.

**PROGRAM DESCRIPTION:** Smooth Transitions, Inc. is a local non-profit that provides education opportunities aimed at promoting self sufficiency and independence among its low-income participants. CDBG funding shall be used to provide a minimum of 50 low-income (at-risk youth) with computer, job readiness, and life skills classes. Smooth Transitions partners with local agencies such as the Dept. of Social Services to reach the most at-risk populations.

**RESOURCES:** CDBG Funds 2012/13 \$5,000

**TARGET POPULATION:** Low and Moderate Income, At-Risk Populations

**GEOGRAPHIC AREAS:** Citywide

### SECTION 3 – OTHER ACTIONS **ANTI-POVERTY STRATEGY**

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Moreno Valley's Anti-Poverty Strategy includes the utilization of a variety of programs that when coupled with other community programs/resources and working with local agencies (County, private, and nonprofit) can help reduce the number of persons with incomes below the poverty line.

In 2008, the City's Analysis of Impediments reported the City's poverty level at 13%. The City anticipates the release of the applicable 2010 Census data information to potentially show an increase in poverty levels due to increase in population and the effects of the recession on unemployment.

The City aims to provide opportunities to reduce the financial burden for the lower income population and assist to maintain livable conditions. To accomplish this Moreno Valley plans to undertake the following programs within each individual strategy to reduce poverty among its population:

#### **1. Economic Development and Job Creation/Retention**

In 2009, the City implemented 2 new programs aimed at relieving area unemployment and creating new jobs. The New Business Program continues this year to function as a

tool to assist in entering into agreements with large retail business to provide full-time jobs to low-and-moderate income individuals in Moreno Valley. The Employment Resource Center provides a centrally located office where low-to-moderate income persons may utilize computers and other office equipment to assist in building their resumes and run job searches.

The City partners with the Inland Empire Small Business Development Center (SBDC) to provide small business counseling services and specialized training to local businesses with the goal of improving\expanding businesses thereby creating and/or retaining low and moderate income jobs.

Moreno Valley continues to implement a \$479,292 Community Development Block Grant – Recovery, received in 2009, that assists with job creation.

## **2. Housing Programs**

The City identified several programs in its strategy to produce and preserve affordable housing. The implementation of programs such as:

- the Homebuyer Assistance Program,
- the Home Improvement Loan Programs,
- the Mobile Home Grant Program,
- NSP Acquisition, Rehabilitation, Resale of Single Family Homes,
- NSP Acquisition Rehabilitation, Rental of Multi Family Apartments
- New Affordable Housing Development
- Homelessness Prevention and Rapid Re-Housing Program (HPRP)

will assist in maintaining livable conditions for lower income persons.

The City currently makes significant strides to ensure that the City's Target Area benefit from the listed programs. Additionally, four other areas of the City have been designated as Revitalization Areas by HUD. The City is exploring opportunities to acquire and rehabilitate HUD owned properties within these areas to be sold to low-income homebuyers.

## **3. Public Service Providers**

Public service organizations provide direct assistance to low-income persons, including the elderly, homeless, disabled, and persons threatened with homelessness. Providers assist with obtaining and maintaining adequate housing, emergency assistance to meet immediate and urgent individual and family needs (including shelter), and the achievement of self-sufficiency. These programs provide city residents opportunities to utilize various services at little or no cost, thereby reducing their financial burden. The Homelessness Prevention and Rapid Re-housing (HPRP) grant of \$732,872 received in 2009, also utilizes Public Service providers to distribute emergency assistance to families facing homelessness.

#### **4. Coordination of Efforts**

The City's goal is to continue to establish collaborative relationships between governmental and social service agencies to assure the effective delivery of services to low-income individuals. One example is the Riverside County Continuum of Care. The Continuum of Care group consists of several local non-profits and local governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the numbers of households with incomes below the poverty line is limited, the City will attempt to reduce the number by utilizing multiple programs and working with the county, private and non-profit agencies.

#### **Planning and Meeting Obstacles**

The City will continue to evaluate and monitor priority community development needs, including those needs that may be currently underserved. In the coming year, the City (as referenced in the 2008-2013 Consolidated Plan) will begin to work toward identifying, assessing and overcoming obstacles to meeting underserved community development needs by updating it Consolidated Plan.



## **SECTION 3 –OTHER ACTIONS**

### ***INSTITUTIONAL STRUCTURE AND COORDINATION***

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The institutional structure described in the Consolidated Plan demonstrates the diverse types of organizations needed to accomplish its program goals. The City will work with a variety of public and private agencies to accomplish the Consolidated Plan goals set forth in this strategic plan.

In addition, coordination with other public and private agencies is necessary in order to establish solid working relationships that will enable all service providers to better assist those in need.

The City prides itself in maintaining cooperative relationship with surrounding jurisdictions, agencies, and nonprofit organizations including:

#### **Federal and State**

The City shall work with state and federal agencies through several grant programs to facilitate services and programs, which meet housing and safety needs in the community.

The City is a member of the March Joint Powers Authority (JPA). The JPA is a public entity created for the purpose of addressing the use, reuse, and joint use of realigned March Air Reserve Base (MARB) a (size) base located immediately adjacent to Moreno Valley.

#### **Local**

##### **County Continuum of Care**

On a more local level, City staff will work with Riverside County agencies such as the Public Social Services or the Department of Mental Health to address regional homeless issues. The City meets on a regular basis with the Riverside County Department of Public Social Services as part of the Continuum of Care process to assist homeless persons. The Continuum of Care Consortium consists of local government agencies and non-profits that work together to address homeless issues in the region. Continuum of Care grant funding is provided to local public and non-profit agencies to provide homeless services and shelter. Periodic meetings provide an opportunity for networking and working towards the common goal.

##### **County EDA**

Riverside County's Economic Development Agency also partners with the City of Moreno Valley to provide employment assistance services at the local Employment Resource Center (ERC), as well as support services for at-risk youth at the Youth Opportunity Center (YOC).

##### **County Public Housing Authority**

The Riverside County Housing Authority administers public housing and Section 8 programs in Moreno Valley. Issues relating to public housing are included in the

Consolidated Plan for Riverside County. The City will work with the Riverside County Housing Authority when possible to improve the living environment of public housing and Section 8 residents.

### **Non-Profit Organizations**

#### **Social Service Organizations**

The City partners with a variety of nonprofit organizations to address community needs, such as homelessness, special needs, fair housing and food distribution. The City will provide information and updates to local social service agencies regarding the availability of private affordable housing opportunities in Moreno Valley. The City will also inform and educate private housing entities on the services, programs, and referrals provided by local social service agencies to persons seeking housing. Distribution of this information may be through a variety of methods including the City website, distribution of brochures and literature, direct mailing, public service announcements, and contacts by city staff. Many of the objectives identified in the Annual Plan and associated programs are carried out by non-profit organizations. These organizations are the primary service providers for Moreno Valley's homeless, special needs and low-income populations. CDBG funds are allocated to these organizations to carry out activities benefiting these populations. The City will closely monitor the programs to ensure services are provided to the intended populations.

#### **Housing Development Organizations**

HOME funds are provided to non-profit and for-profit agencies for rehabilitation and new construction of affordable housing units in the city. The city will work with its Community Housing Development Organizations (CHDO's), Riverside Housing Development Corporation (RHDC), Habitat for Humanity, as well as for-profit affordable housing developers to accomplish the housing goals.

As a result of working with these groups, the City has been able to address a wide variety of community needs including housing programs and public safety. Moreno Valley will continue to work with these entities throughout the program year.

## **SECTION 3 – OTHER ACTIONS**

### **MONITORING**

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#### **MONITORING OF CDBG PROGRAMS**

Monitoring serves as an effective tool to ensure that expenditures of federal funds are consistent with CDBG National Objectives and achieve program/project goals. The following outlines monitoring requirements for Moreno Valley CDBG program:

**Subrecipients** – When an organization becomes a City subrecipient, they must sign a contract with the City in which the various scopes of work, time lines, and documentation requirements are outlined. On a monthly basis, each Subrecipient must submit detailed information regarding the number, ethnicity, and income level of individuals benefiting from CDBG funds. Quarterly summary reports are required of some agencies in which further information is provided on activities accomplished during that quarter. The City conducts an on-site inspection of each agency at least once per year, preferably toward the end of the funding cycle. A sample Subrecipient Monitoring Form is attached as Attachment F.

**Construction Projects** – All construction projects comply with Federal Labor and Procurement Procedures as well as the various affirmative action, equal opportunity, and Section 3 requirements mandated by various federal and state laws. A Department Management Analyst oversees and reviews contract preparation at each step from bid preparation, contract document preparation, pre-construction meetings, and ongoing project inspections. All public notices that solicit bids for capital projects are submitted to minority newspapers such as El Chicano, the San Bernardino American and the Precinct Reporter in order to give minority-owned businesses the opportunity to bid on the CDBG capital projects.

#### **MONITORING OF HOME PROGRAMS**

##### **Multi-Family Affordable Housing Programs**

The City requires property owners who have received funds under the Rental Rehabilitation Program or Multifamily Affordable Housing Program to recertify their tenant's eligibility annually. They report information and provide documentation related to the property, unit occupancy, tenant information and financial reporting. Forms and applicable documentation such as Federal income tax returns are to be completed by tenants of reserved (affordable) units and submitted with the report. If the unit was occupied by multiple tenants, then a copy of the application, rental agreement and the dates of residency must be provided. In addition, a copy of "Determining Affordable Rent" is provided to the owner for the reserved units. A City building inspector will conduct a property inspection to determine if the property is in compliance with code requirements and in good condition. The City will work with a recertification consulting service to ensure that the information is accurate and complete. Examples of the checklists used to monitor the affordable units under the Rental Rehabilitation Loan Program are also included in Attachment F.

## Single Family Housing Programs

The City's Homebuyer Assistance Program offers a zero-interest, silent second, down-payment assistance loans to income qualified individuals. In July 2011, the City modified the terms of the loan reducing it a 20 year term and making it forgivable upon loan maturity.

The loan terms include an equity sharing arrangement in lieu of interest on the deferred loan. When the property is sold or transferred, the City will receive a share of the gain on sale in addition to the original amount loaned. The percentage of the equity share percentage is calculated by dividing the original loan amount by the original purchase price.

*Example: If the HAP loan amount was \$10,000 and the original purchase price was \$90,000, the equity share percentage would be 11%. The equity share percentage is then multiplied by the gain on the sale (as determined by the sales price or the property value determined by a professional appraisal) to determine the City's Share of the profit on the sale. If the gain on the sale were \$15,000, the City's share would be 11% of \$15,000, or \$1,650. The total repayment to the City would be \$11,650.*

In addition, a Deed of Trust is recorded to serve as loan collateral (security). The securing deed may take first, second, or third position if it does not exceed the one hundred percent (100%) loan-to-value ratio.

## Displacement and Relocation

HUD issued Information Bulletin No. CPD-2010-02 in 2010, requiring all grantees to adopt a Residential Anti-Displacement and Relocation Assistance Plan (RARAP). The RARAP is a written plan that certifies compliance with Section 104(d) of the Housing and Community Development Act of 1974 (HCD Act of 1974) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) during a situation where HUD funds are used in a project that demolishes or converts lower income dwelling units to a non-housing use. Examples of a non-housing use are: business (office, commercial or industrial), public facilities, and the conversion of a housing unit to a recreation room or computer lab. In 2010, the City completed the process of forming a Residential Anti-Displacement and Relocation Assistance Plan (RARAP) that will outline procedures should it become necessary to displace or relocate a person or household. Under the formally adopted RRAP plan, if a project requires displacement or relocation, it would be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).

The City does not have any plans to displace or relocate any residents from their homes using CDBG or HOME funds however a relocation stemming from the NSP Multi-family Acquisition, Rehabilitation, and Resale Activity (MFR-ARR) is currently underway. Relocation of tenants from the project (the Myers Park Apartments, a 27 unit complex in the Target Area) will continue to be processed into FY 2012/13 in compliance with the

URA and the city's RARAP, Tenants have a total of 18 months from October 2011 (or until April 2012) to claim all relocation benefits. The City will continue to contract with its relocation consultant, Overland, Pacific and Cutler, to ensure relocation is conducted in compliance with all federal relocation regulations. Upon completion of relocation for the project, City staff will submit documentation to HUD containing proof of payment made to all tenants.

## **PROPOSED ACCOMPLISHMENTS**

The following table details each of the goals and objectives identified in the Strategic Plan and the proposed accomplishments over the five-year period of the Consolidated Plan. Following the close of the program year on June 30<sup>th</sup>, the City has 90 days to complete a Consolidated Annual Performance and Evaluation Report (CAPER) for public review and submittal to HUD. The CAPER will include the following table to track the accomplishments during the entire five-year period. Annual goals will be identified in the Annual Action Plan.

**TABLE 3-A  
 PROPOSED FIVE-YEAR ACCOMPLISHMENTS (SAMPLE TABLE. INTENTIONALLY BLANK.)**

Priority	Five-Year Goal / Proposed Accomplishments	Complete per Program Year					Summary of Progress
		08/09	09/10	10/11	11/12	12/13	
<b>HOMELESS STRATEGY</b>							
<i><b>OBJECTIVE: Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.</b></i>							
1.1	To assist 2500 homeless persons and persons threatened with homelessness with housing and public service activities.						Goal: Completed:
<b>SPECIAL NEEDS STRATEGY</b>							
<i><b>OBJECTIVE: Provide supportive housing and public services to meet the needs of special needs persons.</b></i>							
2.1	To assist 15,000 special needs persons, including the elderly and disabled, with housing and public services.						Goal: Completed:
<b>HOUSING STRATEGY</b>							
<i><b>OBJECTIVE: Rehabilitation of existing and construction of new single-family homes, multi-family housing and mobile homes to create or maintain decent, affordable housing for low and moderate income residents.</b></i>							
3.1	To rehabilitate or construct a minimum of 400 housing units.						Goal: Completed:
<i><b>OBJECTIVE: Create home ownership opportunities for low and moderate income residents.</b></i>							
3.2	To provide home ownership to 5 households.						Goal: Completed:
<i><b>OBJECTIVE: Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.</b></i>							
3.3	To provide increased, proactive Code Enforcement, Neighborhood Cleanups and public safety activities to assist 3,000 households.						Goal: Completed:
<i><b>OBJECTIVE: Provide fair housing services to educate households on their rights and responsibilities and assist residents with fair housing issues.</b></i>							
3.4	To assist 2,500 households with fair housing services.						Goal: Completed:

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COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY							
Priority	Five-Year Goal / Proposed Accomplishments	Complete per Program Year					Summary of Progress
<b>OBJECTIVE: Promote expanded economic opportunities in order to create or retain low and moderate income jobs.</b>							
4.1	To assist 400 local small businesses with counseling services and loan programs.						Goal: Completed:
<b>OBJECTIVE: Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.</b>							
4.2	To construct infrastructure improvements that will assist 250 parcels located within CDBG Target Areas.						Goal: Completed:
<b>OBJECTIVE: Support public service programs available to serve low and moderate income residents.</b>							
4.3	To assist 50,000 low and moderate income residents with public service activities (other than homeless or special needs activities).						Goal: Completed:
<b>OBJECTIVE: Provide employment training programs available to serve low and moderate income residents.</b>							
4.4	To assist 150 low and moderate income residents with employment training and placement.						Goal: Completed:

Item No. E.1

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**SECTION 4 – ADDITIONAL GRANT REQUIREMENTS**  
**FORM APPLICATION SF424**

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Form Application SF 424

(behind this page)



# SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

## SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted 5-11-12	Applicant Identifier	Type of Submission	
Date Received by state	State Identifier	Application	Pre-application
Date Received by HUD	Federal Identifier	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input checked="" type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
<b>Applicant Information</b>			
Jurisdiction CITY OF MORENO VALLEY		UOG Code	
Street Address Line 1 14177 FREDERICK STREET		Organizational DUNS 177134186	
Street Address Line 2 PO BOX 88005		Organizational Unit	
City MORENO VALLEY	CA	Department COMMUNITY & ECONOMIC DEVELOPMENT	
ZIP 92553	Country U.S.A.	Division NEIGHBORHOOD PRESERVATION	
Employer Identification Number (EIN):		County RIVERSIDE	
33-0076484		Program Year Start Date 07/12	
Applicant Type:		Specify Other Type if necessary:	
Local Government: CITY		Specify Other Type	
<b>Program Funding</b>		<b>U.S. Department of Housing and Urban Development</b>	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
Community Development Block Grant		14.218 Entitlement Grant	
CDBG Project Titles CITY OF MORENO VALLLEY – VARIOUS		Description of Areas Affected by CDBG Project(s) CDBG TARGET AREAS	
CDBG Grant Amount \$1,858,467	Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for CDBG-based Project(s)			
<b>Home Investment Partnerships Program</b>		14.239 HOME	
HOME Project Titles CITY OF MORENO VALLEY – VARIOUS		Description of Areas Affected by HOME Project(s) CDBG TARGET AREAS	
HOME Grant Amount \$468,974	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	

## **SECTION 4 – ADDITIONAL GRANT REQUIREMENTS**

### ***CITIZEN PARTICIPATION***

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#### **CITIZEN PARTICIPATION PROCESS**

In preparing the 2012/13 Action Plan, the City took an assertive approach to encourage citizen participation. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low- and moderate-income and homeless members of the community, as well as those with special needs. To meet this requirement, the City prepared a formal Citizen Participation Plan (Attachment C), which outlines the process for encouraging citizen participation in the development of the Action Plan.

Citizen participation was accomplished through a series of meetings, public notices and announcements. City staff hosted community meetings and invited area residents, non-profit organizations and surrounding jurisdictions to provide input on the needs of the community. Public meetings to determine needs were held at the Moreno Valley Conference and Recreation Center and at the City Hall. Information and notification of these meetings was distributed through correspondence, e-mail, and public notices. Table 4-A, on the following page, outlines a detailed citizen participation schedule.

Information collected at the meetings was used in determining the needs in the community and the development of strategies. See Attachment D for specific Citizen Comments.

The proposed Action Plan was available for a 30-day public examination and comment period from April 1, 2012 through May 1, 2012, and was available for public review at the following locations:

- City of Moreno Valley City Hall in the Community & Economic Development Department, City Clerks, and Human Resources Department
- Moreno Valley Senior Center
- City of Moreno Valley Corporate Yard
- Moreno Valley City Library

**TABLE 4-A  
 CITIZEN PARTICIPATION SCHEDULE**

October 19, 2011	Notice of Community Needs Meetings ( <i>Publish in Newspaper &amp; Mail Out</i> )
November 2, 2011	Community Needs Assessment Meeting – City Council Chambers (9:00 a.m. to 10:30 a.m.)
November 3, 2011	Community Needs Assessment Meeting – Conference & Recreation Center (6:00 p.m. – 7:30 p.m.)
December 1, 2011	Publish Notice of Public Hearing for December 13, 2011 to Adopt CDBG/HOME Program Objectives and Policies
December 13, 2011	City Council Meeting – Adopt CDBG/HOME Program Objectives and Policies ( <i>Public Hearing</i> )
January 5, 2012	Notice of Funding Availability Published
January 5, 2012	CDBG/HOME Applications Available for Distribution
February 6, 2012	Application Deadline - All Applications Due (Non Profit and In-House)
February 8-14, 2012	Technical Review Committee Reviews Public Service and Community Needs Applications; <u>Applicant Oral Presentations</u>
February 14, 2012	Final Technical Committee Project Review & Recommendation
March 9, 2012	Publish Notice of Public Hearing for March 27, 2012 City Council Meeting
March 19, 2012	Publish Notice of Annual Action Plan Review Period (Apr 1 – May 1)
March 27, 2012	City Council Meeting - CDBG/HOME Project Selection ( <i>Public Hearing</i> )
April 1, 2012	Begin Annual Action Plan 30-Day Review Period
April 25, 2012	Publish Notice of Public Hearing for May 8, 2012 to Approve the Annual Action Plan
May 1, 2012	Close of 30-day Public Comment Period for Annual Action Plan
May 8, 2012	City Council Meeting - Review Citizen Comments & Approve the Annual Action Plan ( <i>Public Hearing</i> )
Not later than May 11, 2012	Submittal of Annual Action Plan to HUD

**SECTION 4 – ADDITIONAL GRANT REQUIREMENTS  
CERTIFICATIONS**

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(Behind this page)



# CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.  
 This certification is applicable.

## NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace** -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

- This certification does not apply.  
 This certification is applicable.

### Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2\_\_\_, 2\_\_\_, 2\_\_\_, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

- This certification does not apply.
- This certification is applicable.

**OPTIONAL CERTIFICATION  
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

---

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number



- This certification does not apply.  
 This certification is applicable.

### HOPWA Certifications

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

---

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official	Date
Name	
Title	
Address	
City/State/Zip	
Telephone Number	

## Jurisdiction

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controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

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Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

## ATTACHMENT A – DEFINITIONS OF TERMS AND ACRONYMS USED

List of acronyms used in this document:

CDBG: Community Development Block Grant

CDBG-R: Community Development Block Grant, Recovery Act Program

HOME: HOME Investment Partnership Grant

HPRP: Homelessness Prevention and Rapid Re-housing (Recovery Act) Program

HUD: U.S. Department of Housing and Urban Development

NSP: Neighborhood Stabilization Program

RDA: Community Redevelopment Agency of the City of Moreno Valley

This glossary is designed to provide a comprehensive list of terms used in this Consolidated Plan and future annual plans.

Affordable Housing: Affordable housing is generally defined as housing where the occupant is paying no more than 30 percent of gross income for gross housing costs, including utility costs.

AIDS and Related Diseases: The disease of acquired immune deficiency syndrome or any conditions arising from the etiologic agent for acquired immune deficiency syndrome.

Alcohol/Other Drug Addiction: A serious and persistent alcohol or other drug addiction that significantly limits a person's ability to live independently.

Assisted Household or Person: For the purpose of specifying one-year goals for assisting households or persons, a household or person is assisted if, during the coming Federal fiscal year, they will benefit from one or more programs included in the jurisdiction's investment plan. A renter is benefited if the person takes occupancy of affordable housing that is newly acquired, newly rehabilitated, or newly constructed, and/or receives rental assistance. An existing homeowner is benefited during the year if the home's rehabilitation is completed. A first-time homebuyer is benefited if a home is purchased during the year. A homeless person is benefited during the year if the person becomes an occupant of transitional or permanent housing. A non-homeless person with special needs is considered as being benefited, however only if the provision of supportive services is linked to the acquisition, rehabilitation, or new construction of

Emergency Shelter: Any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

Extremely Low-Income Family: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Existing Homeowner: An owner-occupant of residential property who holds legal title to the property and who uses the property as his/her principal residence.

Family: Family means all persons living in the same household who are related by birth, marriage or adoption.

Family Self-Sufficiency (FSS) Program: A program enacted by Section 554 of the National Affordable Housing Act which directs Public Housing Agencies (PHAs) and Indian Housing Authorities (IHAs) to use Section 8 assistance under the rental certificate and rental voucher programs, together with public and private resources to provide supportive services, to enable participating families to achieve economic independence and self-sufficiency.

Federal Preference for Admission: The preference given to otherwise eligible applicants under HUD's rental assistance programs who, at the time they seek housing assistance, are involuntarily displaced, living in substandard housing, or paying more than 50% of family income for rent. (See, for example, 24 CFR 882.219.)

First-Time Homebuyer: An individual or family who has not owned a home during the three-year period preceding the HUD-assisted purchase of a home that must be used as the principal residence of the homebuyer, except that any individual who is a displaced homemaker (as defined in 24 CFR 92) or a single parent (as defined in 24 CFR 92) may not be excluded from consideration as a first-time homebuyer on the basis that the individual, while a homemaker or married, owned a home with his or her spouse or resided in a home owned by the spouse.

For Rent: Year round housing units that are vacant and offered/available for rent. (U.S. Census definition)

For Sale: Year round housing units that are vacant and offered/available for sale only. (U.S. Census definition)

Institutions/Institutional: Group quarters for persons under care or custody. (U.S. Census definition)

Jurisdiction: A State or unit of general local government.

Large Family/Household: Family/household of five or more persons.

Large Related: A household of 5 or more persons that includes at least one person related to the householder by blood, marriage or adoption.

LIHTC: (Federal) Low Income Housing Tax Credit.

Low- and Moderate-Income Household: A household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person: A member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-Income Family/Household: Low-income families/households whose incomes do not exceed 50 percent of the median family/household income for the area, as determined by HUD with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Middle-Income Family/Household: Family/household whose income is between 80 percent and 95 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 95 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. (This corresponds to the term "moderate income family" under the CHAS statute, 42 U.S.C. 12705.)

Moderate-Income Family/Household: Family/household whose income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Non-Homeless Persons with Special Needs: Includes frail elderly persons, persons with AIDS, disabled families, and families participating in organized programs to achieve economic self-sufficiency.

Rent Burden > 50% (Severe Cost Burden): The extent to which gross rents, including utility costs, exceed 50 percent of gross income, based on data published by the U.S. Census Bureau.

Rental Assistance: Rental assistance payments provided as either project-based rental assistance or tenant-based rental assistance.

Renter: A household that rents the housing unit it occupies, including both units rented for cash and units occupied without cash payment of rent. (U.S. Census definition)

Renter Occupied Unit: Any occupied housing unit that is not owner occupied, including units rented for cash and those occupied without payment of cash rent.

Secondary Housing Activity: A means of providing or producing affordable housing -- such as rental assistance, production, rehabilitation, or acquisition -- that will receive fewer resources and less emphasis than primary housing activities for addressing a particular housing need. (See also, "Primary Housing Activity".)

Section 215: Section 215 of Title II of the National Affordable Housing Act. Section 215 defines "affordable" housing projects under the HOME program.

Service Needs: The particular services identified for special needs populations, which typically may include transportation, personal care, housekeeping, counseling, meals, case management, personal emergency response, and other services to prevent premature institutionalization and assist individuals to continue living independently.

Severe Cost Burden: The extent to which gross housing costs, including utility costs, exceed 50 percent of gross income, based on data published by the U.S. Census Bureau.

Severe Mental Illness: A serious and persistent mental or emotional impairment that significantly limits a person's ability to live independently.

Sheltered: Families and persons whose primary nighttime residence is a supervised publicly or privately operated shelter, including emergency shelters, transitional housing for the homeless, domestic violence shelters, residential shelters for runaway and homeless youth, and any hotel/motel/apartment voucher arrangement paid because the person is homeless. This term does not include persons living doubled up or in overcrowded or substandard conventional housing. Facilities that offer permanent shelter are not shelters, nor are the residents to be considered homeless.

Small Related: A household of 2 to 4 persons that includes at least one person related to the householder by birth, marriage, or adoption.

Substandard Condition and not Suitable for Rehab: By local definition, dwelling units that are in such poor condition as to be neither structurally nor financially feasible for rehabilitation.

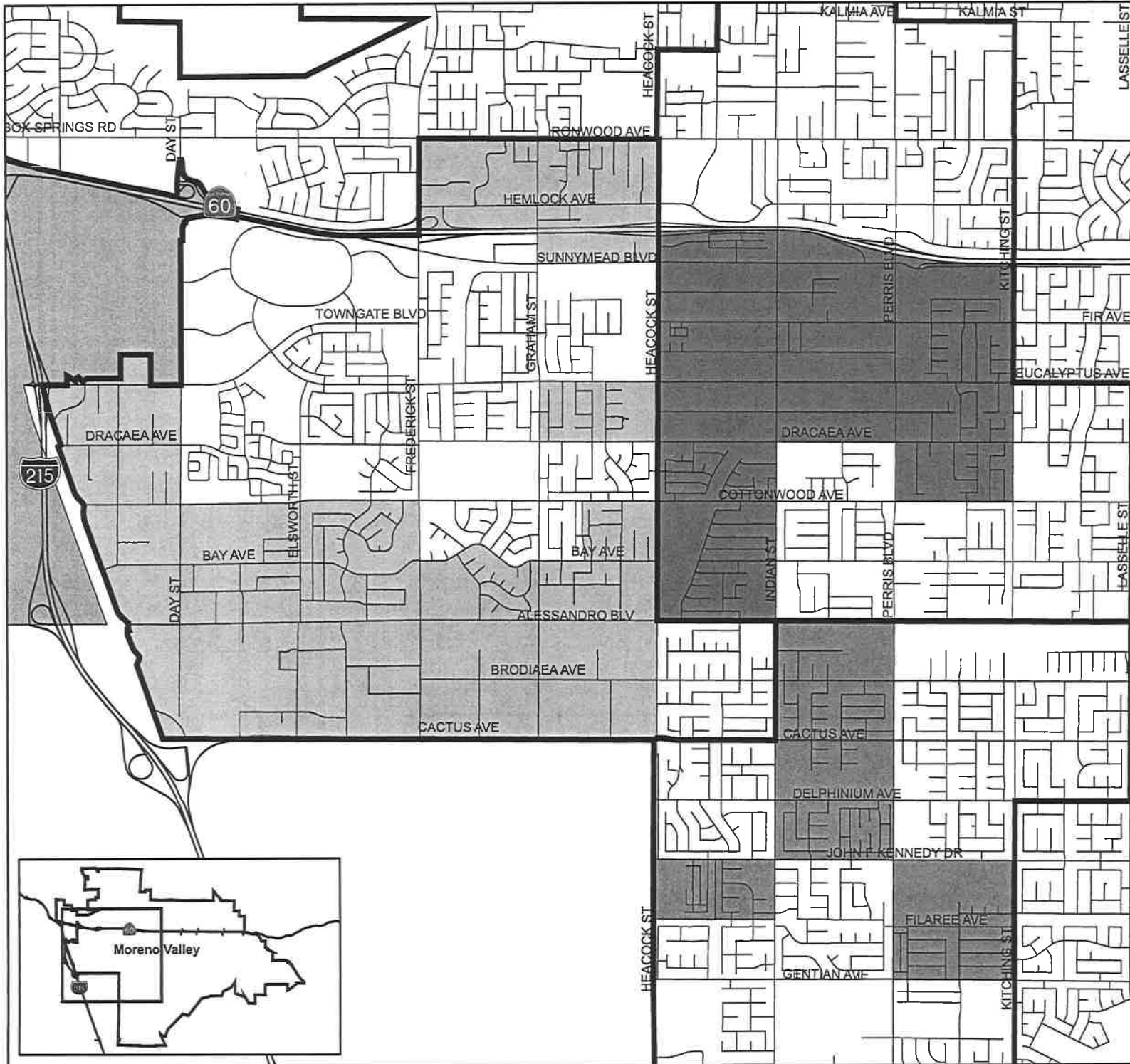
Substandard Condition but Suitable for Rehab: By local definition, dwelling units that do not meet standard conditions but are both financially and structurally feasible for rehabilitation. This

Very Low-Income: Households whose incomes do not exceed 30 percent of the median area income for the area, as determined by HUD, with adjustments for smaller and larger families and for areas with unusually high or low incomes or where needed because of prevailing levels of construction costs or fair market rents. (This term corresponds to low-income households in the CDBG Program.) For the purpose of further distinguishing needs within this category, two subgroups (0 to 30% and 31 to 50% of MFI) have been established in the CHAS tables and narratives.)

Worst-Case Needs: Unassisted, very low income renter households who pay more than half of their income for rent, live in seriously substandard housing (which includes homeless people) or have been involuntarily displaced.







Year Round Housing Units: Occupied and vacant housing units intended for year round use. (U.S. Census definition.) Housing units for seasonal or migratory use are excluded.

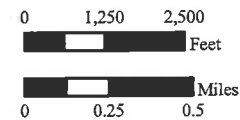




# CITY OF MORENO VALLEY CDBG TARGET AREAS

## CDBG Districts

-  District 1
-  District 4
-  District 5
-  Council District Boundaries
-  Moreno Valley
-  Riverside



**Map Produced by Moreno Valley  
Geographic Information System**  
 Geographic Information in:  
 State Plane NAD 83 California Zone 6 Feet  
 G:\ArcMap\Code\  
 CDBG\_target\_areas\_1007.mxd  
 October 30, 2007

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. 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.



Item No. E.1

-481-

## **ATTACHMENT C – CITIZEN PARTICIPATION PLAN**

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### **INTRODUCTION**

The City of Moreno Valley is required by law to have a detailed Citizen Participation Plan that contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of CDBG and HOME funds. The Moreno Valley Citizen Participation Plan was developed pursuant to the U.S. Department of Housing and Urban Development (HUD), Consolidated Submission for Community Planning and Development Programs as required under 24CFR Part 91 and Part 8. The Citizen Participation Plan provides the method and process by which the City of Moreno Valley will encourage citizen participation in the development of its Consolidated Plan. Through this plan, citizens will be afforded the opportunity to provide input regarding housing and community development needs, issues and problems affecting low- and moderate-income persons, development of strategies, project selections and funding distributions.

### **Encouraging Public Participation**

The law requires that the City's Citizen Participation Plan both provide for and encourage public participation, emphasizing involvement by low- and moderate-income people – especially those living in low- and moderate-income neighborhoods (see CDBG Target Area Map). Also, HUD expects the City to take whatever actions are appropriate to encourage participation of minorities, people who do not speak English, and people with disabilities.

The City also maintains a distribution list of persons, agencies, and organizations that have expressed interest in the City's CDBG or HOME programs. Notifications of events, such as the Community Needs meetings, are mailed directly to those on the distribution list to encourage public participation.

### **The Role of Low Income People**

The law declares that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing: decent housing, a suitable living environment, and growing economic opportunities – all principally for low- and moderate-income people.

## The Program Year

The program year for Moreno Valley coincides with the City's fiscal year from July 1 through June 30.

## PUBLIC NOTICES

### Items Covered by the Public Notice Requirement

Advance Public Notice is provided once a federally required document is available for public review and comment, such as the Annual Action Plan or Consolidated Plan. In addition, advance public notice of all public hearings and public meetings is provided at least two weeks in advance.

### Public Notice Schedule

Advance notice of all available documents, public hearings and public meetings are provided at least two weeks in advance. The notices will give residents a clear understanding of the event being announced.

The following is a general timeline of when public notices are published:

<i>November-January</i>	Notice of Community Needs Meetings
<i>December-January</i>	Notice of Public Hearing to Identify Community Needs
<i>January</i>	Notice of Funding Availability and Application Process for Funding
<i>March</i>	Notice of Public Hearing to Discuss Proposed Consolidated/Action Plan
<i>March-April</i>	Notice of Consolidated/Action Plan Availability for Public Review
<i>April-May</i>	Notice of Public Hearing to Adopt Final Consolidated/Action Plan
<i>As Needed</i>	Notice of Availability of Amendment to Consolidated/Action Plan
<i>As Needed</i>	Notice of Public Hearing to Amend Consolidated/Action Plan

## **PUBLIC HEARINGS**

Public hearings are required by law in order to obtain the public's views and to provide the public with the City's responses to public questions and proposals.

The law requires a minimum of two public hearings at two different stages of the process. The City will conduct three public hearings at the following stages of the process: Identifying Needs, Proposed Annual Action Plan, and the Final Annual Action Plan. Public hearings are also conducted for amendments to the Annual Action Plan as needed.

### **Access to Public Hearings**

Public hearings will be held only after there has been adequate notice as described in the Public Notice part of this Citizen Participation Plan, including a display advertisement in the non-legal section of the newspaper at least two weeks prior to the public hearing. Public hearings are conducted during the regularly scheduled City Council meetings.

### **Public Hearings and Populations with Unique Needs**

All public hearings will be held at locations accessible to people with disabilities and provisions will be made for people with disabilities when requests are made within at least five working days prior to a hearing. Translators will be provided for people who do not speak English when requests are made at least five working days prior to a hearing.

### **Conduct of Public Hearings**

To ensure that public hearings are meaningful to residents, each public hearing will be conducted in the presence of the City Council. Each resident choosing to speak will be allowed a maximum of five minutes to make a verbal presentation.

description of the range of types of activities that can be funded with these resources. Also, the public will be given an estimate of the amount of these funds that will be used in ways that will benefit low- and moderate-income people.

The plans of the City to minimize the extent to which low- and moderate-income people will have to leave their homes as a result of the use of these federal dollars (called “displacement”) will also be available at this time. This “anti-displacement plan” will also describe how the City will compensate people who are actually displaced as a result of the use of these funds, specifying the type and amount of compensation.

### **Technical Assistance**

City staff will work with organizations and individuals representative of low- and moderate-income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact City staff for technical assistance before completing a proposal form.

### **Availability of a Proposed Annual Action Plan**

Within 3 weeks after the Public Hearing about the Proposed Annual Action Plan, the City will make the Proposed Annual Action Plan available to the public. In addition, copies will be available at the locations specified above in the section, “Public Access to Information”. A Public Notice will be published at least two weeks prior to the document’s availability. The term “notice” described earlier in the section on “Public Notice” will be used.

Also, the date the Proposed Annual Action Plan is available to the public will be at least 30 days prior to the date a Final Annual Action Plan is approved by the City Council so that low- and moderate-income people will have a reasonable opportunity to examine it and to submit comments.

### **Public Hearing and Further Action**

A public hearing about the Proposed Annual Action Plan will be conducted by the City Council within 30 days before it is available to the public. In addition, this public hearing will be held so that there are at least another 30 days before the Final Annual Action Plan is approved by the City Council so that the elected officials can consider the public’s comments from the public hearing.

- d. Single households, small ones (two to four persons), large ones (five or more persons)
7. A 20% percent decrease in the number of low- and moderate-income people benefiting from an activity.
8. A change in the scope of an activity, such that there is a 20% percent increase or decrease in the amount of money allocated to the activity.

### **Public Notice and Public Hearing for Substantial Amendments**

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments:

1. There will be advance notice of the availability of a proposed Substantial Amendment 30 days before there is a public hearing.
2. A detailed written description of the proposed Substantial Amendment will be made available to the public. Also, copies will be available at the locations indicated earlier in this Citizen Participation Plan under “Public Access to Information”.
3. There will be a public hearing regarding the proposed Substantial Amendment conducted by the City Council. This public hearing will not take place until the public has had 30 days to review the proposed Substantial Amendment.
4. The public hearing will be held no sooner than two weeks prior to submission to HUD.
5. In preparing the Final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The Final Substantial Amendment will have a section that presents all comments and explains why any comments were not accepted.

### **E. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

Every year the City must send into HUD a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the close of the program year. In

City of Moreno Valley  
Community & Economic Development Department  
Attention: Neighborhood Preservation Division  
14177 Frederick Street, P.O. Box 88005  
Moreno Valley, CA 92552-0805  
(951) 413-3450

All written complaints from the public will receive a meaningful written response within 15 working days after receipt.

**CHANGES TO THE CITIZEN PARTICIPATION PLAN**

The Citizen Participation Plan can be changed only after the public has been notified of the intent to modify it, and only after the public has had a reasonable chance to review and comment on proposed substantial changes to it.

## ATTACHMENT D

### **COMMUNITY NEEDS ASSESSMENT MEETING**

Moreno Valley City Hall – Council Chambers

November 2, 2011

9:00 a.m. – 10:30 a.m.

#### Staff members present at the meeting:

Donna Moeller, Housing Program Specialist

Isa Rojas, Management Analyst

#### Community members present at the meeting:

- Luciano Avalos, Coachella Valley Housing Coalition
- Keith A. Bennett, U.S. Vets at March ARB
- Pamela Binión, Fair Housing Council of Riverside County
- Dorothy Grzeskowiak, CAP and Friends of Moreno Valley
- Kathleen Liuzzi, Fair Housing Council of Riverside County
- Craig Redelsperger, Community Connect 211; formerly Volunteer Center of Riverside County 211

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, identified priorities, and projects underway in the current program year. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from local residents and service providers on the current needs of the community, and attendees were asked to speak on behalf of their agency or to state their concerns and issues. The reference materials packet was reviewed with attendees.

#### The following is a summary of needs assessment comments made by meeting attendees:

- It was stressed that there continues to be an extremely high demand for emergency food in our community. The Moreno Valley CAP program has been assisting approximately 300 families per month, many requesting this type of assistance for the first time.
- The MoVan Program continues to have a huge demand for low cost elderly transportation with ridership almost doubling in the last two years. This year the program has had to add hours to accommodate the riders.
- It was commented that residents of Moreno Valley are faced with continued hardship associated with the economy and unemployment and are consequently seeking help through 211 telephone referral program. Calls from members of the MV community have increased by 24% with the majority requesting assistance with food and rent, but also employment and low cost medical services.
- Because RTA bus system does not service some routes after 8 pm, there is a need for on-going, after-hours transportation in certain parts of the community. Transitional Housing Programs located on March Air Reserve Base are experiencing difficulty in helping individuals who work late shifts maintain employment due to lack of transportation.
- Like last year, with so many homeowners having lost their homes and now being required to rent, tenant-landlord issues continue. It was reported that substandard housing issues are high, as are fair housing discrimination cases involving disabled



**COMMUNITY NEEDS ASSESSMENT MEETING**  
Conference & Recreation Center – Alessandro Room  
November 3, 2011  
6:00 p.m. – 7:30 p.m.

Staff members present at the meeting:

Donna Moeller, Housing Program Specialist  
Isa Rojas, Management Analyst

Community members present at the meeting:

- Dr. Albert Peyrefitte and Mrs. Peyrefitte with the House of the Lord
- Michele Welsh, Love Your Neighbor Now (LYNN)
- Elaine Waldon, Love Your Neighbor Now (LYNN)
- Yolanda Langdon, Love Your Neighbor Now (LYNN)

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, identified priorities, and projects underway in the current program year. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from local residents and service providers on the current needs of the community, and attendees were asked to speak on behalf of their agency or to state their concerns and issues.

The following is a summary of needs assessment comments made by meeting attendees:

- It was expressed that one of the reasons behind the City's high unemployment rate is the number of persons in the community who currently lack job skills. It was recommended that consideration go toward programs that teach professional office and computer skills commenting that this substantially improves an individual's chance for gainful employment.
- A detailed discussion surrounding the benefits of knowing how to use office software commenced. It was commented that a persons with these skills would be able to tap into various types of employment, are more likely to be promoted from within a company, or advance from an entry level position into a more professional position during the course of their working careers.
- Attendees also felt that it is appropriate and beneficial to support 'Spanish as a Second Language' programs in order to enhance the labor pool in the city.
- With the economy still struggling, it was commented that there is a high demand for many types of social services (such as food, low-cost clothing, life skills, etc.) however it is challenging for low-income persons to go to the numerous places to get the assistance they need. Some attendees were of the opinion that a single facility and/or agency where comprehensive services could be offered would help address the needs within our city's neighborhoods.

...effectively for large grants from external foundations and funders. If our region could learn to work together, the sandbox together." And, until that circumstance changes, our region will continue to be ignored by many

**MAGNOLIA AVE BAPTIST CHURCH**  
**THE FAMILY CHURCH**

**Sunday Worship** Magnolia En Español  
 Dr. Montia Setzier, Pastor Dr. Danny Beteta, Pastor  
 8:00 & 9:30 am - Choir & Orchestra Domingos en Español  
 11:00 am - Live Band Escuela Dominical, 9:30 am  
 8:00, 9:30, 11:00 am - Bible Study Servicio de adoración, 11:00 am

Weekly activities for preschool to senior adults  
 8551 Magnolia Avenue - Riverside CA  
 951 689 5700 - www.MagOnline.com

**We Will See You At the TOP!**

Sunday Worship - 8:00 am  
 Sunday School - 9:45 am  
 Wednesday Bible Study - 7:30 pm

**Tabernacle of Praise**  
 Church of God in Christ  
 433 Sixth St, Norco, CA  
 951-642-9809  
 Rogers L. Moody, Pastor

**MORENO VALLEY**  
 WHERE DREAMS TAKE

**CITY OF MORENO VALLEY**  
**NOTICE OF PUBLIC COMMENT PERIOD**  
**PROPOSED 2012/2013 ANNUAL ACTION PLAN**

As a recipient of both Federal Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds, the City of Moreno Valley is required to complete a Consolidated Plan and an Annual Action Plan. The Consolidated Plan is a five-year planning document that addresses the housing and community development needs of the City. The Annual Action Plan details the strategies and programs that the City will undertake during each program year.

The 2012/2013 Annual Action Plan covering activity from July 1, 2012 through June 30, 2013 will be available for public review and comments from April 1, 2012 through May 1, 2012. Public comments will only be received during the fifteen (15) day comment period. Upon completion of the comment period, the Action Plan will be revised to include a summary of public comments received. All comments will be incorporated as addendums to the Report and will be forwarded to the U.S. Department of Housing and Urban Development (HUD).

Copies of the Action Plan will be available for review at the Senior Community Center, the Purchasing Division Office at the City Corporate Yard, the Community and Economic Development Department at City Hall, and the Moreno Valley Public Library. Comments must be submitted to the Economic Development Department. Contact information is listed below.

**ISA ROJAS, MANAGEMENT ANALYST**  
**CITY OF MORENO VALLEY**  
**COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT**  
**NEIGHBORHOOD PRESERVATION DIVISION**  
 14177 FREDERICK STREET  
 MORENO VALLEY, CA 92552  
 NP@MOVAL.ORG  
 (951) 413-3450

**UNITED METHODIST**

**Grace**  
 1085 Linden Street, Riverside (near UCR)  
**"BORN AGAIN"**  
 Rev. Martin Niponi Finau  
 Worship Service 9:30 a.m.  
 Children's Program - 11:00 a.m.  
 Adult Sunday School - 11:00 a.m.  
 Vietnamese Worship Service - 11:30 a.m.  
**Ph: 686-0686**

**Arlington**  
 United Methodist Church  
 (951) 689-5075  
 9395 Magnolia Ave., Riverside  
**"A Day A Week"**  
 Rev. Dr. Kun-Kap Cho  
 First Service 9:00AM  
 Second Service 10:30AM  
 Sunday School for K-12th 10:30AM

**First United Methodist**  
 4845 Brockton Ave., Riverside  
**(951) 683-7831**  
 8:45 am - Sunday School for All Ages  
 10:00 am - Worship  
**"LOOK UP"**  
 Rev. John Yoon, Sr. Pastor

**PUBLIC NOTICES**

**FICTITIOUS BUSINESS NAME STATEMENT FILED**  
**RIVERSIDE COUNTY CLERK'S OFFICE**  
 R-2012-02485  
 02/29/2012

The following person(s) is (are) doing business as: Mini U Storage  
 7211 Arlington Avenue, Riverside, CA 92503  
 Full name of all registrants and address:  
 Dahn Corporation  
 18552 MacArthur Blvd., #495, Irvine, CA 92612, California  
 This business is conducted by: Corporation  
 Registrant has not yet begun to transact business under the fictitious business name(s) listed above on 3/17/2012  
 I declare that all the information in this statement is true and correct. (A registrant who declares as true, information which he or she knows to be false is guilty of a crime.)  
 s/ Dahn Corporation, Nancy K. Naeyer, Senior Vice President  
 This statement was filed with the County Clerk of Riverside County on date indicated by file stamp above.  
**NOTICE** - In Accordance with Subdivision (a) of Section 17920, A Fictitious Business Name Statement generally expires at the end of five years from the date on which it was filed in the Office of the County Clerk. Except as provided in Subdivision (b) of Section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to Section 17913 other than a change in the residence address of a registered owner. A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not itself authorize the use in this State of a Fictitious Business Name in violation of the rights of another Federal, State or Common Law (See Section 14411) Et Seq., Business and Professions Code.  
 I hereby certify that this copy is a correct copy of the original statement on file in my office.  
**LARRY W. WARD**  
**RIVERSIDE COUNTY CLERK**  
 By M. Meyer, Deputy  
 3/10/12, 24, 31

**FICTITIOUS BUSINESS NAME STATEMENT FILED**  
**RIVERSIDE COUNTY CLERK'S OFFICE**  
 R-2012-02538  
 03/01/2012

The following person(s) is (are) doing business as: OWLS INVESTIGATIONS  
 9550 52ND ST RIVERSIDE CA 92509 RIVERSIDE  
 Full name of all registrants and address:  
 MARTIN DE JESUS ROSALES  
 9550 52ND ST RIVERSIDE CA 92509  
 This business is conducted by: Individual  
 Registrant has not yet begun to transact business under the fictitious business name(s) listed above.  
 I declare that all the information in this statement is true and correct. (A registrant who declares as true, information which he or she knows to be false is guilty of a crime.)  
 s/ MARTIN J. ROSALES  
 This statement was filed with the County Clerk of

Riverside County on date indicated by file stamp above.  
**NOTICE** - In Accordance with Subdivision (a) of Section 17920, A Fictitious Business Name Statement generally expires at the end of five years from the date on which it was filed in the Office of the County Clerk. Except as provided in Subdivision (b) of Section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to Section 17913 other than a change in the residence address of a registered owner. A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not itself authorize the use in this State of a Fictitious Business Name in violation of the rights of another Federal, State or Common Law (See Section 14411) Et Seq., Business and Professions Code.  
 I hereby certify that this copy is a correct copy of the original statement on file in my office.  
**LARRY W. WARD**  
**RIVERSIDE COUNTY CLERK**  
 By D. Plunkett, Deputy  
 3/10, 17, 24, 31

**FICTITIOUS BUSINESS NAME STATEMENT FILED**  
**RIVERSIDE COUNTY CLERK'S OFFICE**  
 R-2012-02772  
 03/07/2012

The following person(s) is (are) doing business as: KoosBeGone  
 19571 Allenhurst Street, Riverside, CA 92508  
 Full name of all registrants and address:  
 Kathryn Marie Andre  
 19571 Allenhurst Street, Riverside, CA 92508  
 This business is conducted by: Individual  
 Registrant has not yet begun to transact business under the fictitious business name(s) listed above.  
 I declare that all the information in this statement is true and correct. (A registrant who declares as true, information which he or she knows to be false is guilty of a crime.)  
 s/ Kathryn Marie Andre  
 This statement was filed with the County Clerk of Riverside County on date indicated by file stamp above.  
**NOTICE** - In Accordance with Subdivision (a) of Section 17920, A Fictitious Business Name Statement generally expires at the end of five years from the date on which it was filed in the Office of the County Clerk. Except as provided in Subdivision (b) of Section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to Section 17913 other than a change in the residence address of a registered owner. A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not itself authorize the use in this State of a Fictitious Business Name in violation of the rights of another Federal, State or Common Law (See Section 14411) Et Seq., Business and Professions Code.  
 I hereby certify that this copy is a correct copy of the original statement on file in my office.  
**LARRY W. WARD**  
**RIVERSIDE COUNTY CLERK**  
 By B. Reese, Deputy  
 3/10, 17, 24

**FICTITIOUS BUSINESS NAME STATEMENT FILED**  
**RIVERSIDE COUNTY CLERK'S OFFICE**  
 R-2012-03041  
 03/13/2012

The following person(s) is (are) doing business as: Marbeth Services  
 4079 Strawberry St, Riverside CA 92501 Riverside  
 Full name of all registrants and address:  
 Martha Beatriz Rodriguez  
 4079 Strawberry St, Riverside CA 92501  
 This business is conducted by: Individual  
 Registrant has not yet begun to transact business under the fictitious business name(s) listed above.  
 I declare that all the information in this statement is true and correct. (A registrant who declares as true, information which he or she knows to be false is guilty of a crime.)  
 s/ Martha Beatriz Rodriguez  
 This statement was filed

# Singers and dancers show

## SAN GORGONIO BALLET

San Gorgonio Ballet launched its first Reach for the Stars talent competition March 3 in downtown Banning, with 87 dancers and singers from around the Inland area competing for cash prizes.

Cars lined the downtown streets as contestants and audience members arrived and San Gorgonio Ballet was filled to capacity. Many audience members had to take turns watching the performances because there was not enough room for everyone to watch at the same time.

Banning Councilwoman

Barbara Hannah served as master of ceremonies. The judges were Sharon Dihayworth, Evan Knapp, Laurie Perrault, Jaime Zarco, Marianne Netze and Derrick Lewis, each with a long resume in professional dancing, singing, musical theater, stage and film.

Many volunteers stayed throughout the day that began at 9 a.m. with a master class workshop given by Knapp and Julia Olsen-Vitous and ending with the awards ceremony around 6:30 p.m.

Contestants were judged on a point system that includ-

ed technique, expression, musicality, difficulty, presentation and costume. Ed Ball and Martin Vitous tallied the votes for final results.

A tap group from Hemet called Mr. Pinstripe Suit won first place overall, earning \$1,000 and a trophy.

Second place overall went to hip-hop dancer Citra Benhar, of Banning, who won \$300 and a trophy. In third place overall, with \$200 and a trophy, was Izabel Hurtado, of Hemet.

Lyndee Gibson, of Hemet, won the director's choice award.

Winners also were chosen

in seven categories. First, second and third places, respectively, are as follows:

■ Contemporary: Izabel Hurtado (solo), Hemet; You Raise Me Up (group), Hemet; Asturias (duo), Banning

■ Jazz: Valley Girls (group), Beaumont; Living In America (group), Beaumont; Spice Girls (group) Beaumont.

■ Tap: Mr. Pinstripe Suit

(group)  
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## CITY OF MORENO VALLEY NOTICE OF PUBLIC HEARING CDBG & HOME PROGRAMS FISCAL YEAR 2012/2013 ANNUAL ACTION PLAN

The Moreno Valley City Council of the City of Moreno Valley will hold a **PUBLIC HEARING** to review and select the programs and projects requesting Community Development Block Grant (CDBG) and HOME Incentive Partnership Program (HOME) Funds for FY 2012/13.

The **Public Hearing** will be held on **Tuesday, March 27, 2012 at 6:30 p.m.** at the following location:

**City Council Chambers**  
City of Moreno Valley – City Hall  
14177 Frederick Street  
Moreno Valley, CA 92552

The City anticipates receiving an estimated \$1,858,467 in new CDBG funds and \$468,275 in HOME funds in FY 2012/2013. Please note that at least 70% of the CDBG funding will be allocated to projects serving lower income residents. The public is invited to attend and give input regarding the programs proposed for funding. Once approved at the City level, the programs will be incorporated into the 2012/13 Annual Action Plan and submitted to the Department of Housing and Urban Development (HUD) for Federal approval.

The Action Plan is the annual update to the City's adopted 5-Year Consolidated Plan that covers the period from July 1, 2008 through June 30, 2013 (FY 2008 – FY 2013). The Consolidated Plan is a comprehensive planning document that identifies priority housing and non-housing needs of the community. It also discusses strategies, projects and funding distributions. The City is required to provide HUD the Annual Action Plan that incorporates how new CDBG and HOME funds will be used to facilitate the strategies and address the needs identified in the Consolidated Plan.

For more information, please contact Isa Rojas, Management Analyst in the Economic Development Department, (951) 413-3450.

Published on March 9, 2012

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Jennifer Freeman from [tipresource.com](http://tipresource.com)

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CITY OF MORENO VALLEY  
ECONOMIC DEVELOPMENT DEPARTMENT  
NEIGHBORHOOD PRESERVATION DIVISION

Community Development Block Grant  
"Subrecipient Monitoring Form"

**GENERAL INFORMATION:**

Interviewer: \_\_\_\_\_  
Interviewer: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Project Began: \_\_\_\_\_  
Project Ended: \_\_\_\_\_  
Date: \_\_\_\_\_

Name(s) and Title(s) of Person(s) Interviewed:

**CDBG REGULATIONS**

1. What efforts has the Subrecipient made to ensure that employees understand applicable CDBG program requirements?
2. Does the Subrecipient maintain adequate records to comply with CDBG program requirements, including records retention? (circle one) Yes No
3. Comments:

**INTERNAL CONTROLS**

1. Has the Subrecipient ensured that financial management systems are maintained in accordance with 24 CFR, Part 85.20(b), as applicable? (circle one) Yes No  
If yes, what are the financial management standards?
2. If Subrecipient employees work on both CDBG-eligible and non-CDBG eligible activities, what system does the Subrecipient have in place to ensure that appropriate time distribution records are kept?

3. Is the Subrecipient in compliance with the procurement and/or subcontracting requirements of 24 CFR, Part 85.36, as applicable? (circle one) Yes No
4. Does the Subrecipient significantly review for evidence of conflicts of interest either between the Subrecipient and the employees or between the Subrecipient and its contractors (such as obtaining information on background of staff or board directors and seeking specific assurances from contractors, vendors, and suppliers)? (circle one) Yes No

**SUBRECIPIENT AGREEMENT (24 CFR, PART 570.503)**

1. Does the "Scope of Services" contain a description of the types and amounts of services or products that will result from use of CDBG funds in sufficient detail to allow for effective monitoring? (circle one) Yes No

Give examples of any deficiencies found:

2. Is a deadline designated for accomplishment of each of the major services or projects identified in the "Scope of Services" (reference 24 CFR, Part 570.503(b)(1))? (circle one) Yes No

Give examples of any deficiencies found:

3. Are the costs for carrying out the "Scope of Services" presented in sufficient detail to provide an adequate base for comparison of planned and actual performance (reference 24 CFR, Part 570.403(b)(1))? (circle one) Yes No

Describe any deficiencies:

4. Are the documents presented and required of the Subrecipient in order to receive payment of CDBG funds adequate to ensure that payments are eligible and reasonable in relation to actual performance and that funds are not being requested in excess of immediate needs? (circle one) Yes No

If not, please explain:

5. Where special documentation is required by the contract or project activity type such as but not limited to, necessary or appropriate determinations, or lead-based paint, is such documentation being maintained by the Subrecipient? (circle one) Yes No

If not, what is lacking?

6. Where special income documentation is required by the contract or project activity type, is such documentation being maintained by the Subrecipient? (circle one) Yes No

Indicate type of verification required:

7. Are current income limits being utilized for the program? (circle one) Yes No

8. Does the Agreement specify that program income is to be retained by the Subrecipient?  
(circle one) Yes No

If yes, what provisions are made to ensure that such income is recorded and reported,  
and that it will be used in accordance with CDBG regulations?

9. Has Subrecipient been informed of requirement to submit an annual audit of City funded  
portion for the program per the CDBG Agreement? Audit shall be performed by a  
Certified Public Accountant or other independent auditor. (circle one) Yes No

### REPORTING

1. Does the Subrecipient submit reports such as progress or financial reports on a timely  
and periodic basis (reference 24 CFR, Part 570.503(b)(2))? (circle one) Yes No

If yes, please describe:

2. How frequently are these reports required to be submitted?

3. Has Subrecipient submitted written reports and is the information submitted sufficient to  
assess Subrecipient performance against the specifications in the "Scope of Services"?  
(circle one) Yes No

If not, please explain:

4. Is the reported data verified by the City? (circle one) Yes No

If yes, how does the recipient verify actual beneficiaries of a project?

### PROGRAM INCOME MONITORING

1. How does the Subrecipient keep track of generated program income and ensure  
accurate reporting?

2. Has the Subrecipient established revenue accounts to record program income?

3. If program income is retained by Subrecipient, does the Subrecipient check to determine  
that:

a. Program income is being used before new grant funds are requested?

b. Such income is being used in accordance with CDBG rules and regulations?

**ON-SITE REVIEW OF SUBRECIPIENTS BY CITY**

1. Did a representative from the City of Moreno Valley monitor this Subrecipient on site?  
(circle one)    Yes                    No
  
2. Based on this review, does there appear to be any significant differences between actual performance and the reported performance submitted to the City?  
(circle one)    Yes                    No  
  
If yes, please describe:
  
3. In reviewing the activities and costs charged by the Subrecipient to the CDBG program, are there any costs that appear clearly unreasonable? (circle one)    Yes                    No
  
4. Are there any expenditures that warrant further review? (circle one)    Yes                    No  
If yes, please explain:

**SUMMARY**

1. Is it evident that the Subrecipient is adequately managing and monitoring its activities?  
(circle one)    Yes                    No

If not, try to identify the apparent causes of the problem(s). What action is recommended? Does the Subrecipient need additional technical assistance in any particular area? Are there elements of the Sub-recipients management system that are particularly successful? Please note below any general observations, positive and/or negative, which would contribute to a determination as to whether the Subrecipient has an adequate management and monitoring system in place to ensure compliance with regulations and accomplishment of goals and objectives.

**FINDINGS:**

**CONCERNS:**

**RECOMMENDED ACTIONS:**

**POSITIVE OBSERVATIONS:**

\_\_\_\_\_  
Signature of Reviewer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Moreno Valley

**Priority Need**  
NA

**Project Title**  
CDBG Program Administration

**Activity**  
Planning and Administration

**Description**  
Comprehensive planning and administration of CDBG program for FY 2012/13.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area:**

Administration of grant program to be conducted from the Moreno Valley City Hall  
**(Street Address):** City of Moreno Valley, 14177 Frederick Street  
**(City, State, Zip Code):** Moreno Valley, CA 92552

Specific Objective Number	Project ID 001
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient Grantee	CDBG National Objective NA
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Successful Monitoring	Annual Units NA
Local ID 001	Units Upon Completion NA

**Funding Sources:**

CDBG	..... \$341,693
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	..... \$341,693
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	..... \$341,693

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs



**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**  
Housing

**Project Title**  
Riverside County Fair Housing Council

**Activity**  
Fair Housing Services

**Description**

Program provides a full range of fair housing services that promote fair housing rights and obligations. The primary goal is to give impetus to, and actualize activities that affirmatively further fair housing in the City of Moreno Valley through the three basic areas of (1) education, (2) training and technical assistance, and (3) enforcement (emphasis on disabled and low income). Specific examples of services include: providing education and outreach materials in office and at community events, making presentations to community organizations (housing professionals, local governments, non-profits, etc.), providing fair housing workshops, and providing assistance to victims of illegal housing discrimination through investigation of citizen complaints.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
Community-wide

**(Office Address):** 23890 Alessandro Blvd. Ste. A1  
**(City, State, Zip Code):** Moreno Valley, CA 92553

Specific Objective Number	Project ID 002
HUD Matrix Code 21D	CDBG Citation 570.206; 570.500 (c)
Type of Recipient Low/Mod Income Hhlds	CDBG National Objective
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Approx. 1,500 people
Local ID 002	Units Upon Completion Approx. 1,500 people

**Funding Sources:**

CDBG	\$30,000
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	\$30,000
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$30,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

Public Services (Homeless Assistance)

**Project Title**

Community Assistance Program (CAP)

**Activity**

Emergency Food Distribution

**Description**

The Community Assistance Program (CAP) will provide emergency and supplemental food and clothing to low and moderate income persons and also provides utility payments and social service referrals. The program is the largest provider of emergency food in the community and is ran by one staff person and a host of volunteers. It works exclusively with local agencies to serve local residents. It projects assisting at least 15,000 persons in the coming year.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Community-wide

**(Street Address):** 24594 Sunnymead Blvd.

**(City, State, Zip Code):** Moreno Valley, CA 92553

Specific Objective Number	Project ID 004
HUD Matrix Code 05	CDBG Citation 570.201(e) ; 570.500 (c)
Type of Recipient Low income clientele	CDBG National Objective 570.208 (a) (2)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Low/Mod Persons Served	Annual Units 15,000 persons
Local ID 004	Units Upon Completion 15,000 persons

**Funding Sources:**

CDBG	\$32,000
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	\$32,000
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$32,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

Special Needs (Elderly & Disabled)

**Project**

Friends of the Senior Center –MoVan

**Activity**

Transportation Services for the Elderly & Disabled

**Description**

The Friends of the Moreno Valley Senior Center own and operate the MoVan which is used to transport the elderly and adult handicapped to medical appointments and other needed destinations. The MoVan is a 17-passenger bus with two wheel chair tie-downs. The MoVan operates 7 hours per day/5 days per week and serves over 3,500 persons annually. Minimal fares charged only if able to pay.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Community-wide

**(Street Address):** 25075 Fir Ave.

**(City, State, Zip Code):** Moreno Valley, CA 92553

Specific Objective Number	Project ID 005
HUD Matrix Code 05A	CDBG Citation 570.201 (e); 570.500 (a) (2)
Type of Recipient Elderly/Disabled	CDBG National Objective 570.208 (c )
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Approx. 3,500 persons
Local ID 005	Units Upon Completion Approx. 3,500 persons

**Funding Sources:**

CDBG	\$30,000
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	\$30,000
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$30,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    City of Moreno Valley

**Priority Need**  
Public Service (Persons Threatened with Homelessness)

**Project Title**  
Riverside County Fair Housing Council - Foreclosure Prevention & Mitigation Counseling

**Activity**  
Specialized Housing Counseling

**Description**

This project provides homeowners that are at risk of or currently losing their homes to foreclosure with assistance negotiating with lenders and one-on-one counseling. Program also offers budget management, financial assessments, mortgage education and homebuyer education to potential homebuyers, and referral services.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
Community-wide  
**(Office Address):** 23890 Alessandro Blvd.  
**(City, State, Zip Code):** Moreno Valley, CA 92553

Specific Objective Number	Project ID 021
HUD Matrix Code 05	CDBG Citation 570.201(e); 570.500 ( c)
Type of Recipient Low/Mod Clientele	CDBG National Objective 570.208 (a) (2)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Approx 80 people
Local ID 021	Units Upon Completion Approx 80 people

**Funding Sources:**

CDBG	\$19,249
ESG	
HOME	
HOPWA	
Total Formula	\$19,249
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$19,249

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

Public Services (Homeless Assistance)

**Project Title**

Path of Life Transitional Shelter – King Hall

**Activity**

Homeless Shelter/Services

**Description**

The King Hall Transitional Housing Project will offer transitional and emergency shelter care to women with children, single women, and homeless families (including fathers). Services include shelter, assessment of needs, life skills coaching, goal setting, job training, budget planning, education, and supportive services.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Available to needy and eligible community members

**(Street Address):** 23701 Meyer Drive

**(City, State, Zip Code):** Riverside, CA 92518

Specific Objective Number	Project ID 011
HUD Matrix Code 05	CDBG Citation 570.201 (e)
Type of Recipient Homeless families	CDBG National Objective 570.208 (a) (2) (A)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units 35 persons
Local ID 011	Units Upon Completion 35 persons

**Funding Sources:**

CDBG	\$15,850
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	\$15,850
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$15,850

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

Public Service (Homeless Assistance)

**Project Title**

Lutheran Social Services Transitional Living Program

**Activity**

Homeless Services

**Description**

Project provides assistance to homeless women and children through a comprehensive transitional living program. While in the program, participants develop a "Strategic Family Plan" in order to attain the skills necessary for independent living. Counseling, education assessments and other services are provided to assist participants with gaining independence.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Available to eligible residents community-wide

**(Street Address):** 23310 Meyers Dr.

**(City, State, Zip Code):** Riverside, CA 92518

Specific Objective Number	Project ID 007
HUD Matrix Code 05	CDBG Citation 570.201(e) ; 570.500 ( c)
Type of Recipient Homeless women & children	CDBG National Objective 570.208 (a) (2) (A)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Approx 40 people
Local ID 007	Units Upon Completion Approx 40 people

**Funding Sources:**

CDBG	\$15,850
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	\$15,850
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$15,850

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    City of Moreno Valley

**Priority Need**

Public Service (Persons Threatened with Homelessness)

**Project Title**

Community Foreclosure Prevention Workshops

**Activity**

Educational Workshops

**Description**

Program will fund workshops aimed at providing much needed foreclosure prevention education services to struggling homeowners in the community. The City is expected to partner with agencies such as: the Riverside County Fair Housing Council, Springboard Consumer Credit Counselors, Employment Development Department, the County Tax Assessors Office, HUD, the IRS, and others to provide a complete and comprehensive program.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Community-wide

**(Street Address):** Program administered from City Hall, Economic Development Department

**(City, State, Zip Code):** 14177 Frederick St. Moreno Valley, CA 92552

Specific Objective Number	Project ID 022
HUD Matrix Code 05	CDBG Citation 570.201(e);
Type of Recipient Low/Mod Clientele	CDBG National Objective 570.208 (a)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Approx 60 people
Local ID 022	Units Upon Completion Approx 60 people

**Funding Sources:**

CDBG	\$15,000
ESG	
HOME	
HOPWA	
Total Formula	\$15,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$15,000

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Moreno Valley

**Priority Need**

Public Service (Homeless Assistance)

**Project Title**

PW Enhancement Center – Emergency Motel Vouchers

**Activity**

Emergency Motel Vouchers

**Description**

The P.W. Enhancement Center provides emergency and supportive services to needy households including food distribution, budgeting and money management, and job preparedness. Funding will be provided to assist the homeless by providing emergency motel vouchers and rental assistance to needy families and individuals.

**Objective category:**  Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**  Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Community-wide

**(Street Address):** 24490 Sunnymead Blvd.

**(City, State, Zip Code):** Moreno Valley, CA 92553

Specific Objective Number	Project ID 009
HUD Matrix Code 05	CDBG Citation 570.208 (e); 570.500 (c)
Type of Recipient Homeless indiv/hshlds	CDBG National Objective 570.208 (a) (2)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Approx. 50 people
Local ID 009	Units Upon Completion Approx. 50 people

**Funding Sources:**

CDBG	\$16,000
ESG	
HOME	
HOPWA	
Total Formula	\$16,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$16,000

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs



**Table 3**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name**     City of Moreno Valley

**Priority Need**

Public Service

**Project Title**

Neighborhood Clean-ups

**Activity**

General Public Service

**Description**

The program proposes to provide 3 large scale clean-ups to be held in select neighborhoods within the CDBG Target Areas identified as the 'most distressed.' The clean-ups will utilize industrial size dumpsters and skip loaders. The objective is to eliminate blight, prevent deterioration of properties, and remove conditions that negatively impact health, safety, or public welfare. On average each event benefits approximately 100 residences.

**Objective category:**    Suitable Living Environment    Decent Housing    Economic Opportunity  
**Outcome category:**    Availability/Accessibility    Affordability    Sustainability

**Location/Target Area:**

CDBG Target Areas

**(Street Address):** Program administered from City Hall, Economic Development Department

**(City, State, Zip Code):** 14177 Frederick St. Moreno Valley, CA 92552

Specific Objective Number	Project ID 023	<b>Funding Sources:</b> CDBG                     \$14,250 ESG HOME HOPWA Total Formula             \$14,250 Prior Year Funds Assisted Housing PHA Other Funding Total                         \$14,250
HUD Matrix Code 05	CDBG Citation 570.201 (e)	
Type of Recipient Low/Mod Area	CDBG National Objective 570.201 (e)	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Households Assisted	Annual Units Approx. 300 households	
Local ID 023	Units Upon Completion Approx. 300 households	

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

Public Service (Youth Services)

**Project**

Assistance League of Riverside - Operation School Bell

**Activity**

Youth/Homeless Youth Services

**Description**

This project will provide new school clothing to 300 needy Moreno Valley children. Children are referred to the Assistance League by Moreno Valley Unified School District staff (teachers, counselors, etc.). Each child referred will receive 6 pairs of socks and underwear, 2 pairs of pants, 3 shirts, 1 sweatshirt, 1 jacket, 1 shoe voucher, 1 backpack, 1 new reading book, 1 used book, and a personal hygiene kit.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Community-wide

**(Center Address):** 3707 Sunnyside Dr.

**(City, State, Zip Code):** Riverside, CA 92506

Specific Objective Number	Project ID 013
HUD Matrix Code 05D	CDBG Citation 570.201 (e); 570.500 (c)
Type of Recipient Low-Income Youth	CDBG National Objective 570.208 (a) (2)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Approx. 300
Local ID 013	Units Upon Completion Approx. 300

**Funding Sources:**

CDBG	\$10,000
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	\$10,000
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$10,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**  
Public Services (Foster Youth)

**Project Title**  
CASA for Riverside County

**Activity**  
Foster Youth Services

**Description**  
CASA offers court appointed monitoring services to foster youth. CASA of Riverside County trains volunteers to consistently monitor the foster child, advocates for their best interest, and follows their progress regardless of a change in foster family. The CASA volunteer will then report to court on the child's behalf assisting to ensure the child is placed in a safe, permanent home with hope for a positive future. CDBG funds will be used for salary of one supervisor who will train volunteers that in turn will provide service to 40 Moreno Valley foster children over the program year.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
Community-wide

**(Office Address):** Southwest Justice Center, 30755 D. Auld Rd. Ste. 1226  
**(City, State, Zip Code):** Murrieta, CA 92563

Specific Objective Number	Project ID 015	<b>Funding Sources:</b>	
HUD Matrix Code 05N	CDBG Citation 570.201 (e); 570.500 (c)	CDBG	\$10,000
Type of Recipient Foster Youth	CDBG National Objective 570.208 (a) (2) (A)	ESG	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	HOME	
Performance Indicator Persons Served	Annual Units Approx. 40 kids	HOPWA	
Local ID 015	Units Upon Completion Approx. 40 kids	Total Formula	\$10,000
		Prior Year Funds	
		Assisted Housing	
		PHA	
		Other Funding	
		Total	\$10,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Moreno Valley

**Priority Need**

Public Services (Homeless Assistance)

**Project Title**

God's Helping Hand – Emergency Food Distribution

**Activity**

Emergency Food Distribution

**Description**

Program provides food (three meals a day for five days) to low-income Moreno Valley residents and families. Also provides social services referrals and emergency clothing. The organization anticipates assisting 2,000 Moreno Valley residents.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area:**

Community-wide

(Street Address): 13958 Highway 215

(City, State, Zip Code): Moreno Valley, CA 92553

Specific Objective Number	Project ID 006	<b>Funding Sources:</b> CDBG <u>\$9,550</u> ESG _____ HOME _____ HOPWA _____ Total Formula <u>\$9,550</u> Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total <u>\$9,550</u>
HUD Matrix Code 05	CDBG Citation 570.201(e) ; 570.500 (c)	
Type of Recipient Low/Mod clientele	CDBG National Objective 570.208 (a) (2)	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Persons Served	Annual Units Approx. 2,000 people	
Local ID 006	Units Upon Completion Approx. 2,000 people	

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

Public Services (Homeless Youth)

**Project**

Operation Safehouse

**Activity**

Homeless Youth Shelter

**Description**

Operation Safehouse is a 17-bed youth shelter located in a residential neighborhood which is staffed 24 hours per day. It provides shelter, food, counseling, clothing, and support services for runaway/throwaway children in a safe and supervised environment.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Community-wide

**(Street Address):** 9685 Hayes St.

**(City, State, Zip Code):** Riverside, CA

Specific Objective Number	Project ID 008	<b>Funding Sources:</b> CDBG                    \$8,000 ESG HOME HOPWA Total Formula            \$8,000 Prior Year Funds Assisted Housing PHA Other Funding Total                        \$8,000
HUD Matrix Code 05D	CDBG Citation 570.201(e)	
Type of Recipient Homeless Youth	CDBG National Objective 570.208 (a) (2) (A)	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Persons Served	Annual Units Approx. 50 Youth	
Local ID 008	Units Upon Completion Approx. 50 Youth	

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Moreno Valley

**Priority Need**  
Public Services

**Project Title**  
Alternatives to Domestic Violence (ADV)

**Activity**  
Emergency (and General Services) for Abused/Battered Women and Children

**Description**  
This program provides services to victims of violent crimes (i.e., battered women and children). These services include an Outreach Counseling Center which offers a 24 hour crisis line, counseling, support groups, court advocacy, and an emergency shelter for battered women and abused children. An estimated 400 Moreno Valley residents will be served by this program annually.

**Objective category:**  Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**  Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
Community-wide  
(Street Address): PO Box 910  
(City, State, Zip Code): Riverside, CA 92502

Specific Objective Number	Project ID 003	<b>Funding Sources:</b> CDBG <u>\$7,500</u> ESG _____ HOME _____ HOPWA _____ Total Formula <u>\$7,500</u> Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total <u>\$7,500</u>
HUD Matrix Code 05G	CDBG Citation 570.201 (e)	
Type of Recipient Low/Mod	CDBG National Objective 570.208 (a) (2)	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Persons Served	Annual Units Approx. 400	
Local ID 003	Units Upon Completion Approx. 400	

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**  
Public Services – Youth

**Project Title**  
Riverside Area Rape Crisis Center

**Activity**  
Child Abuse Prevention Program

**Description**  
This program provides child abuse prevention and education programs designed to reach children (K through 12) and adults are presented at the elementary, middle and high school levels. The program is also designed to reach bilingual and Special Education students, adults, and teen support groups. Also provides counseling and support services to abuse victims and their families.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
Community-wide with emphasis on schools within the CDBG Target Areas  
**(Office Address):** 1845 Chicago Ave., Ste. A  
**(City, State, Zip Code):** Riverside, CA 92507

Specific Objective Number	Project ID 010	<b>Funding Sources:</b> CDBG ..... \$7,500 ESG ..... HOME ..... HOPWA ..... Total Formula ..... \$7,500 Prior Year Funds ..... Assisted Housing ..... PHA ..... Other Funding ..... Total ..... \$7,500
HUD Matrix Code 05N	CDBG Citation 570.201(e) ; 570.500 9 (c)	
Type of Recipient Low/Mod Clientele	CDBG National Objective 570.208 (a) (2)	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Persons Served	Annual Units Approx. 2,800 people	
Local ID 010	Units Upon Completion Approx. 2,800 people	

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

Public Service (Homeless Assistance)

**Project Title**

Salvation Army Food Program

**Activity**

Emergency Food Distribution

**Description**

The Salvation Armeys 'Food Pantry' offers needy residents emergency food on Mondays and Tuesdays from 8:30 a.m.-12:30 p.m. CDBG funding allows for the retention of a much needed part-time driver to pick up food from their collaborative partners such as Wal-mart, 2nd Harvest, March ARB, and United Natural Foods. The program expects to assist over 25,000 persons this coming year.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Community-wide

**(Street Address):** 14068 Graham St.

**(City, State, Zip Code):** Moreno Valley, CA 92553

Specific Objective Number	Project ID 012
HUD Matrix Code 05	CDBG Citation 570.201(e); 570.500 (c)
Type of Recipient Low/Mod clientele	CDBG National Objective 570.208 (a) ( 2)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Approx. 25,000 people
Local ID 012	Units Upon Completion Approx. 25,000 people

**Funding Sources:**

CDBG	\$7,500
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	\$7,500
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$7,500

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs



**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

Public Services (Special Needs – Disabled Services)

**Project**

ARC of Riverside County

**Activity**

Disabled Services

**Description**

The ARC of Riverside County serves adults with developmental disabilities at one of the only centers of its kind located in Moreno Valley. Day care activities are aimed at increasing interaction, self esteem, and independence. ARC proposes to use grant dollars to provide specialized medical training to an on-site LVN, and to help continue other existing services.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Available to disabled adults within the community

**(Center Address):** 12199 Heacock St., Ste. 5

**(City, State, Zip Code):** Moreno Valley, CA 92557

Specific Objective Number	Project ID 014
HUD Matrix Code 05B	CDBG Citation 570.201 (c)
Type of Recipient Disabled Adult	CDBG National Objective 570.208 (a) (1)
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Persons Served	Annual Units Between 45 people
Local ID 014	Units Upon Completion Between 45 people

**Funding Sources:**

CDBG	\$5,000
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	\$5,000
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$5,000

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**     City of Moreno Valley

**Priority Need**  
Public Service

**Project Title**  
211 of Riverside County

**Activity**  
Telephone Referral Program

**Description**  
'211 Riverside' is an on going Telephone Referral Program ran by the Riverside County's Community Connect office (formerly known as Riverside County's Volunteer Center). It provides for a 24 hour, 7 days a week information and referrals to social service programs. Due to the economy, calls to 211 have increased. Funding is requested to cover staffing costs to handle increased call loads.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
Community-wide  
**(Office Address):** 2060 University Ave.  
**(City, State, Zip Code):** Riverside, CA 92507

Specific Objective Number	Project ID 024	<b>Funding Sources:</b> CDBG                                     \$5,000 ESG                                         _____ HOME                                      _____ HOPWA                                    _____ Total Formula                         \$5,000 Prior Year Funds                      _____ Assisted Housing                      _____ PHA                                         _____ Other Funding                         _____ Total                                         \$5,000
HUD Matrix Code 05	CDBG Citation 570.201(e)	
Type of Recipient Low/Mod Clientele	CDBG National Objective	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Persons Assisted	Annual Units Approx. 5,000 people	
Local ID 024	Units Upon Completion Approx. 5,000 people	

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Moreno Valley

**Priority Need**  
Community Development

**Project Title**  
Neighborhood Code Enforcement Program

**Activity**  
Code Enforcement

**Description**  
The Code & Neighborhood Services Division will provide proactive code enforcement activities within the CDBG Target Areas vs. reactive activities typically provided city-wide. The program will reduce blight and substandard housing conditions and promote improved property and building maintenance habits of property owners and tenants. There will be more focus on community education, higher volume of meeting with owners, and more active promotion of housing programs.

**Objective category:**  Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:** CDBG Target Areas

**(Street Address):** Program administered from City Hall, Code & Neighborhood Services Division  
**(City, State, Zip Code):** 14177 Frederick St. Moreno Valley, CA 92552

Specific Objective Number	Project ID 016	<b>Funding Sources:</b> CDBG \$241,104 ESG _____ HOME _____ HOPWA _____ Total Formula \$241,104 Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total \$241,104
HUD Matrix Code 15	CDBG Citation 570.202	
Type of Recipient Area Benefit	CDBG National Objective 570.208 (a) ( 1)	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Households Assisted	Annual Units Approx. 700 households	
Local ID 016	Units Upon Completion Approx. 700 households	

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**  
Community Development

**Project Title**  
Code Enforcement City Foreclosure Strike Team

**Activity**  
Code Enforcement

**Description**  
This Team will address code enforcement activities specific to foreclosures and abandoned homes in the CDBG Target Areas. The objective is to identify these properties within the Target Area then pursue property inspections and maintenance activities. The Strike Team is also responsible for working with trustees, lenders, real estate agents, and property managers to obtain code compliance for properties in default/foreclosure in CDBG Target Areas.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
CDBG Target Areas  
**(Street Address):** Program administered from City Hall, Code & Neighborhood Services Division  
**(City, State, Zip Code):** 14177 Frederick St. Moreno Valley, CA 92552

Specific Objective Number	Project ID 017	<b>Funding Sources:</b> CDBG ..... \$92,604 ESG ..... HOME ..... HOPWA ..... Total Formula ..... \$92,604 Prior Year Funds ..... Assisted Housing ..... PHA ..... Other Funding ..... Total ..... \$92,604
HUD Matrix Code 15	CDBG Citation 570.202	
Type of Recipient Low / Mod Area	CDBG National Objective 570.208(a)(1) - Low / Mod Area	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Households Assisted	Annual Units Approx. 40 households	
Local ID 017	Units Upon Completion Approx. 40 households	

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    City of Moreno Valley

**Priority Need**  
Housing

**Project Title**  
Habitat for Humanity Mobile Home Grant Program

**Activity**  
Single Unit Housing Rehabilitation

**Description**

This program offers assistance to income-qualified mobile home owners for rehabilitation of exterior substandard conditions. Work is performed by volunteers. The program aims to assist those who are unable to do repairs themselves and where lack of maintenance may lead to eviction.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Community-wide with emphasis in mobile home parks within the established CDBG Target Areas

**(Office Address):** 2180 Iowa Ave.

**(City, State, Zip Code):** Riverside, CA 92507

Specific Objective Number	Project ID 025
HUD Matrix Code 14A	CDBG Citation 570.202
Type of Recipient Low/Mod Clientele	CDBG National Objective 570.208 low/mod, hsg.
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Households Assisted	Annual Units Approx. 12
Local ID 025	Units Upon Completion Approx. 12

**Funding Sources:**

CDBG	\$10,000
ESG	
HOME	
HOPWA	
Total Formula	\$10,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$10,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    City of Moreno Valley

**Priority Need**

Community Development

**Project Title**

Dracaea Street Sidewalk Improvements

**Activity**

Street Improvement Project

**Description**

This project will pay fund the design and construction of sidewalks, while widening Dracaea St., from Perris Boulevard to Patricia Street. The project is intended to improve pedestrian access ways to area schools such as Butterfield Elementary and March Mountain High School, as well as provide safer access to bus stops, and local businesses along Perris Boulevard.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Central Sunnymead; Existing CDBG Target Area

**(Street Address):** Program administered from City Hall, Economic Development and Capital Projects Dept's

**(City, State, Zip Code):** 14177 Frederick St. Moreno Valley, CA 92552

Specific Objective Number	Project ID 028	CDBG	\$267,831 (FY 11/12)
HUD Matrix Code 03L	CDBG Citation 570.201 (c)	ESG	
Type of Recipient Area Benefit	CDBG National Objective 570.208 (a) (1)	HOME	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	HOPWA	
Performance Indicator Households Assisted	Annual Units Approx. 50	Total Formula	\$267,831 (FY 11/12)
Local ID 028	Units Upon Completion Approx. 50	Prior Year SAVINGS	\$382,169 (FY 11/12)
		Assisted Housing	
		PHA	
		Other Funding	
		Total	\$650,000 (FY 11/12)

**Funding Sources:**

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**      City of Moreno Valley

**Priority Need**

**Project Title**

HOME Program Administration

**Activity**

Planning and Administration

**Description**

Comprehensive planning and administration of programs.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Administration of grant program to be conducted from the Moreno Valley City Hall

**(Street Address):** City of Moreno Valley, 14177 Frederick Street

**(City, State, Zip Code):** Moreno Valley, CA 92553

Specific Objective Number	Project ID 029
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient	CDBG National Objective
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013
Performance Indicator Successful Monitoring	Annual Units
Local ID 029	Units Upon Completion

**Funding Sources:**

CDBG	.....
ESG	.....
HOME	\$46,897
HOPWA	.....
Total Formula	\$46,897
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$46,897

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    City of Moreno Valley

**Priority Need**  
Housing

**Project Title**  
HOME - CHDO Funds

**Activity**  
Mandatory Reservation of HOME funds toward CHDO Activities

**Description**  
Funding shall be reserved/provided to a Community Housing Development Organization (CHDO) to construct or rehabilitate multi-family rental units in the CDBG Target Area. These units will be affordable to low income households.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
CDBG Target Areas

**(Office Address):** Program administered from City Hall, Economic Development Department  
**(City, State, Zip Code):** 14177 Frederick St. Moreno Valley, CA 92552

Specific Objective Number	Project ID 030	<b>Funding Sources:</b> CDBG ESG HOME                     \$70,346 HOPWA Total Formula             \$70,346 Prior Year Funds Assisted Housing PHA Other Funding Total                         \$70,346
HUD Matrix Code 22	CDBG Citation	
Type of Recipient CHDO's	CDBG National Objective	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Units constructed/rehab'ed	Annual Units	
Local ID 030	Units Upon Completion	

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs



**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    City of Moreno Valley

**Priority Need**  
Housing

**Project**  
Mobile Home Grant Program (MHG)

**Activity**  
Single Unit Residential Rehabilitation

**Description**  
Program offers grants of up to \$10,000 to income-qualified mobile home owners for the rehabilitation of substandard housing conditions. Typical recipients are low-income elderly residents on fixed income. Typical repairs include flooring, plumbing, electrical repairs and other Code issues.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
CDBG Target Areas

**(Street Address):** Program administered from City Hall, Economic Development Department  
**(City, State, Zip Code):** 14177 Frederick St. Moreno Valley, CA 92552

Specific Objective Number	Project ID 031	<b>Funding Sources:</b> CDBG _____ ESG _____ HOME \$100,000 HOPWA _____ Total Formula \$100,000 Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total \$100,000
HUD Matrix Code 14A	CDBG Citation 570.202	
Type of Recipient CHDO's	CDBG National Objective	
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 6/30/2013	
Performance Indicator Units rehabilitated	Annual Units Approx. 10 units	
Local ID 031	Units Upon Completion Approx. 10 units	

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Moreno Valley

**Priority Need**

Housing

**Project**

Home Improvement Loan Program (HILP)

**Activity**

Single Family Residential Rehabilitation

**Description**

The HILP provides 3% deferred loans for homeowners to rehabilitate their single-family homes. The purpose is to eliminate substandard housing conditions, improve handicap accessibility as needed, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area:**

CDBG Target Areas

**(Street Address):** Program administered from City Hall, Economic Development Department

**(City, State, Zip Code):** 14177 Frederick St. Moreno Valley, CA 92552

Specific Objective Number	Project ID 033
HUD Matrix Code 14A	CDBG Citation 570.202
Type of Recipient CHDO's	CDBG National Objective 570.208 housing
Start Date (mm/dd/yyyy) 07/01/2011	Completion Date (mm/dd/yyyy) 6/30/2012
Performance Indicator Units rehabilitated	Annual Units Approx. 7
Local ID 033	Units Upon Completion Approx. 7

**Funding Sources:**

CDBG	.....
ESG	.....
HOME	\$300,000
HOPWA	.....
Total Formula	\$300,000
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$300,000

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

## **Eligible CDBG Activities**

- ❖ Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:
  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.
- ❖ Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- ❖ Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- ❖ Removal of architectural barriers which restrict the mobility of handicapped persons.
- ❖ Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- ❖ Code enforcement in designated target areas.
- ❖ Historic preservation activities.
- ❖ Eligible economic development activities.
- ❖ Eligible planning and environmental design costs.
- ❖ Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

## **Ineligible CDBG Activities**

- ❖ Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- ❖ Stadiums, sports arenas, auditoriums, museums and central libraries  
(Note: branch libraries may be built in CDBG Target Areas).
- ❖ Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- ❖ Schools
- ❖ Airports, subways, bus or other stations.
- ❖ Hospitals, nursing homes, and other medical facilities.
- ❖ Treatment works for liquid industrial wastes or sewage.
- ❖ Expenses of general government for operation and maintenance of public facilities.
- ❖ Political activities.
  
- ❖ Direct income payments to residents.

## **Eligible HOME Activities**

- ❖ Incentives provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- ❖ Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- ❖ Eligible administrative and planning costs.

## **Ineligible HOME Activities**

- ❖ Project reserve accounts or operating subsidies.
- ❖ Tenant-based rental assistance for the special purposes of the Section 8 program.
- ❖ To provide non-federal matching contributions.
- ❖ To provide assistance to annual contributions for the operation of public housing.
- ❖ Modernization of public housing.
- ❖ Prepayment of low-income housing mortgages.
- ❖ Assistance to a project previously assisted with HOME funds during the period of affordability.

ATTACHMENT E1 CDBG PROPOSED PROGRAMS FY 2012/13 Available funding \$2,372,387*				
ACTIVITY	FY 2011/12 ALLOCATION	FY 2012/13 Request	Staff Recommendation	City Council Recommendation
<b>A. ADMINISTRATION (20% CAP - \$371,693)</b>				
0 Administrative Staffing	\$293,740	\$293,740	\$341,693	
1 Fair Housing Council of Riverside County - Fair Housing Program	\$30,000	\$30,000	\$30,000	
<b>Subtotal</b>	<b>\$323,740</b>	<b>\$329,510</b>	<b>\$371,693</b>	
<b>B. PUBLIC SERVICES (15% CAP - \$278,770)</b>				
2 Community Assistance Program (CAP) - Food Program	\$29,070	\$32,000	\$32,000	
3 Moreno Valley Senior Center - MoVan Transportation Program	\$28,500	\$30,000	\$30,000	
4 Fair Housing Council of Riv County - Foreclosure Prevention Program	\$21,085	\$25,000	\$21,249	
5 Fair Housing Council of Riv County - Landlord Tenant Mediation Program	\$14,250	\$16,830	\$16,830	
6 PW Enhancement Center - Emergency Services & Motel Vouchers	\$14,250	\$30,000	\$16,000	
7 Lutheran Social Services - (MARB) Homeless Shelter	\$14,250	\$35,419	\$15,850	
8 Path of Life Transitional - (MARB) Family Shelter	\$14,250	\$30,000	\$15,850	
9 Community Foreclosure Prevention Workshops	\$28,500	\$20,000	\$15,000	
10 Neighborhood Clean-ups	\$14,250	\$14,250	\$14,250	
11 Assistance League/Operation School Bell - Clothes/School Supplies	\$9,500	\$15,000	\$10,000	
12 CASA for Riverside County - Foster Youth Court Advocacy Program	\$9,500	\$32,535	\$10,000	
13 God's Helping Hand Ministries - Food Bank	\$8,550	\$10,500	\$9,550	
14 Operation Safehouse Shelter for (Runaway) Youth	\$7,600	\$8,000	\$8,000	
15 Alternatives to Domestic Violence (ADV) Emergency Shelter & Services	\$7,125	\$15,000	\$7,500	
16 Riverside Area Rape Crisis Center - Child Abuse Prevention Program	\$7,125	\$7,500	\$7,500	
17 Salvation Army - Food Program	\$5,000	\$10,900	\$7,500	
18 ARC of Riverside - Disabled Adult Day Care Facility	\$5,000	\$20,000	\$5,000	
19 Riverside County 211 - 24 hr. Telephone Referral Service	\$5,000	\$15,000	\$5,000	
20 Catholic Charities - Emergency Services P/T Case Worker	\$0	\$35,000	\$15,000	
21 US VETS - After Hours Transportation to Employment, Assistance Program	\$0	\$25,000	\$5,000	
22 Smooth Transition - Computer/Job Readiness, & Life Skills Trng.	\$0	\$48,872	\$5,000	
23 Lighthouse Treatment Center for Vets - Direct Services	\$0	\$25,000	\$5,000	
24 MV Police Dept - Christmas Program for low-income	\$0	\$7,500	\$3,691	
25 Lutheran Social Services (MARB) - Food Pantry	\$0	\$10,733	\$0	
26 Family is All that Matters (FIATM) - Tutoring/Mentoring Program	\$0	\$200,000	\$0	
27 Koinonia Church - Joseph Food Program	\$0	\$146,500	\$0	
<b>Subtotal</b>	<b>\$242,805</b>	<b>\$866,539</b>	<b>\$278,770</b>	
<b>C. PUBLIC FACILITIES &amp; IMPROVEMENTS</b>				
28 Graham/Hemlock Intersection - Street Improvement Project	\$0	\$600,000	\$600,000	
<b>Subtotal</b>	<b>\$0</b>	<b>\$600,000</b>	<b>\$600,000</b>	
<b>D. REHABILITATION</b>				
29 Habitat for Humanity - Mobile Home Exterior Repairs for Elderly & Disabled	\$10,000	\$10,000	\$10,000	
<b>Subtotal</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	
<b>E. CODE ENFORCEMENT</b>				
30 Code & Neighborhood Enforcement Program (CDBG Target Areas)	\$241,104	\$241,104	\$241,104	
31 Code Enforcement - Foreclosure Strike Team	\$92,604	\$92,604	\$92,604	
<b>Subtotal</b>	<b>\$333,708</b>	<b>\$333,708</b>	<b>\$333,708</b>	
<b>F. ECONOMIC DEVELOPMENT</b>				
32 MV New Business Program - Electric Substation Project**	\$195,616	\$750,000	\$505,000	
33 Employment Resource Center - Job Creation	\$145,000	\$173,216	\$173,216	
34 Community Investment Corp. - Micro-Loans for Small Businesses	\$0	\$91,226	\$50,000	
35 Small Business Development Center - Counseling/Training for Small Businesses	\$50,000	\$50,000	\$50,000	
<b>Subtotal</b>	<b>\$390,616</b>	<b>\$1,064,442</b>	<b>\$778,216</b>	
<b>GRAND TOTAL</b>	<b>\$1,300,869</b>	<b>\$3,194,199</b>	<b>\$2,372,387</b>	

■ New applicants ■ Organization serving homeless population ■ Recommended funding changes over previous year

\* This figure includes HUD Allocation of \$1,858,467 plus previous year(s) accumulated savings of \$513,920

\*\*The CDBG contribution to this project will total \$750,000. \$505,000 will come from 12/13 allocation, \$245,000 will come from past years accumulated savings within the 'New Business Program.'

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HOME FY 2012/13

Total Estimated Available Funding \$1,521,672\*

ACTIVITY	FY 2011/12 ALLOCATION	FY 2012/13 Request	FY 2012/13 Recommendation	City Council Approval
<b>A. ADMINISTRATION</b>				
Administrative Staffing (10% CAP - \$46,897)	\$58,828	\$46,897	\$46,897	
<b>Subtotal</b>	\$58,828	\$46,897	\$46,897	
<b>B. CHDO (MANDATORY)</b>				
(15% CAP - \$70,346)	\$88,242	\$70,346	\$70,346	
<b>Subtotal</b>	\$88,242	\$70,346	\$70,346	
<b>C. POTENTIAL AFFORDABLE HSG PROJECTS (APPLICATIONS)</b>				
1 Lutheran Social Services Shelter Improvements	n/a	\$65,460	\$65,460	
2 RHDC - Allies 4-plex (possible CHDO)	n/a	\$500,000	\$497,500	
3 Contingency budget	n/a	\$240,000	\$240,000	
<b>Subtotal</b>	\$0	\$805,460	\$802,960	
<b>D. SINGLE FAMILY HOUSING REHABILITATION</b>				
3 City Home Improvement Loan Program	\$250,000	\$300,000	\$300,000	
4 City Mobilehome Grant Program	\$100,000	\$100,000	\$100,000	
<b>Subtotal</b>	\$350,000	\$400,000	\$400,000	
<b>E. MULTI FAMILY HOUSING PROJECTS</b>				
5 Hemlock Family Apt.- 11\12 allocation	\$91,215	\$0	\$0	
Hemlock Family Apt. - Add'l funding derived from past years savings	\$908,785	\$0	\$0	
Hemlock Family Apt. - Add'l funding necessary to fully fund project		\$200,000	\$200,000	
<b>Subtotal</b>	\$1,000,000	\$200,000	\$200,000	
<b>GRAND TOTAL</b>		\$1,522,703	\$1,520,203	

■ New program ■ Recommended funding changes over previous year level

\*Available funds are based on 2012/13 allocation of \$468,974 + \$752,698 CHDO and other savings + \$300,000 in projected, housing program carry-over monies.

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## **CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

- a) Report by Mayor Richard A. Stewart on March Joint Powers Commission**
  
- b) Report by Council Member Jesse L. Molina on Riverside Transit Agency (RTA)**

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