

## **AGENDA**

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

**April 10, 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.*

Richard A. Stewart, Mayor

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

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

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**April 10, 2012**

**CALL TO ORDER**

**SPECIAL PRESENTATIONS**

1. Proclamation Recognizing April is Child Abuse Prevention Month
2. Recognition of Rancho Verde High School CIF Championship
3. "Spotlight on Moreno Valley Business"
  - a) Eastern Municipal Water District
  - b) Café Gossip



**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  
APRIL 10, 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** - Pastor Diane Gardner, Beautiful Women of God - Diane Gardner Ministries

**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 MARCH 27, 2012 (Report of: City Clerk Department)**

#### **A.3 AUTHORIZE CHANGE ORDER TO INCREASE PURCHASE ORDER WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD) FOR THE SR-60/NASON INTERCHANGE PROJECT- PROJECT NO. 98-25897 (Report of: Public Works Department/CPD)**

**Recommendation:**

Authorize a Change Order to increase Purchase Order No. 37223 with Eastern Municipal Water District (EMWD) by \$70,000 for the SR-60/Nason Street Interchange Improvements Project (Account No. 125.89720).

#### **A.4 APPROVAL OF THE 2012/2013 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Community & Economic Development Department)**

**Recommendation:**

1. Approve the County Service Area (CSA) 152 Budget for FY 2012/2013 in the amount of \$548,506; and
2. Authorize the levy of CSA 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2012/2013.

#### **A.5 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL DESIGN CONSULTANT SERVICES TO RBF CONSULTING FOR THE ALESSANDRO BOULEVARD MEDIAN FROM INDIAN STREET TO PERRIS BOULEVARD - PROJECT NO. 13-12566851 HSIPL-5441(050) (Report of: Public Works Department/CPD)**

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**Recommendation:**

1. Approve the Agreement for Professional Design Services with RBF Consulting, for the Alessandro Boulevard Median from Indian Street to Perris Boulevard project;
2. Authorize the City Manager to execute the Agreement for Professional Design Services with RBF Consulting;
3. Authorize the issuance of a Purchase Order to RBF Consulting in the amount of \$137,027.00 when the Agreement has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with RBF Consulting, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO RASMUSSEN BROTHERS CONSTRUCTION, INC. FOR THE MORENO VALLEY POLICE DEPARTMENT TRAFFIC DIVISION OFFICE RENOVATION - PROJECT NO. 11-50182328 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Award the construction contract to Rasmussen Brothers Construction, Inc. (RBC), 40441 Gavilan Mountain Road, Fallbrook, CA 92028, the lowest responsible bidder, for the Moreno Valley Police Department Traffic Division Office Renovation;
2. Authorize the City Manager to execute a contract with RBC;
3. Authorize the issuance of a Purchase Order to RBC in the amount of \$166,672 (\$138,892 base bid amount plus 20% 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 RBC, up to but not to exceed the Purchase Order contingency of \$27,780; 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 system, and release the retention to RBC, if no claims are filed against the project.

A.7 AGREEMENT FOR REIMBURSEMENT OF TRANSPORTATION

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UNIFORM MITIGATION FEE FUNDS BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MORENO VALLEY FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE – PROJECT NO. 11-41570125 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Accept and approve the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between Riverside County Transportation Commission (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;
2. Authorize the City Manager to execute the Agreement between RCTC and the City of Moreno Valley;
3. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the TUMF Agreement between RCTC and the City of Moreno Valley for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project, subject to the approval of the City Attorney;
4. Reappropriate \$262,000 from Account No. 415.70225 (Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue) to Account No. 415.70125 (Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue); and
5. Authorize the revenue and expense budgets in the TUMF Capital Projects Fund (Fund 415) for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project in the amounts of \$5,110,000, respectively, upon approval of the agreement for the reimbursement of TUMF funds between RCTC and the City of Moreno Valley.

A.8 AUTHORIZE THE FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PARSONS TRANSPORTATION GROUP FOR SR-60/MORENO BEACH DRIVE PHASE 1 AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the Fifth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701 to finalize all design and right-of-way documentation for Caltrans

approval for the SR-60/Moreno Beach Drive Interchange Phase 1 and SR-60/Nason Overcrossing projects;

2. Authorize the City Manager to execute the Fifth Amendment to Agreement for Professional Consultant Services with Parsons;
3. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval; and
4. Authorize Change Orders to increase Purchase Order Numbers 42265 and 42275 with Parsons Transportation Group totaling \$680,000 to be funded from Account Numbers 797.79718 (\$430,000) and 797.79731 (\$250,000) when the Fifth Amendment has been signed by all parties.

A.9 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR PARTIAL ACQUISITION OF APN 297-170-077 FOR THE FIRE STATION NO. 65 PROJECT – PROJECT NO. 11-43472526 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the "Agreement for Conveyance of Property" for partial acquisition of APN 297-170-077 for the Fire Station No. 65 project;
2. Authorize a Purchase Order in the amount of \$419,000 (\$412,650 for the purchase price plus \$6,350 for escrow fees) when the Agreement has been signed by all parties (Account No. 434.72526); and
3. Authorize the City Manager to execute said Agreement and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

A.10 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) "SOBRIETY CHECKPOINT GRANT PROGRAM" (Report of: Police Department)

**Recommendation:**

1. Approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Grant Program" in the amount of \$150,400 for the period beginning October 1, 2012 and ending September 30, 2013; and
2. Authorize the revenue and expense budgets in the Office of Traffic Safety – Police Fund (Fund 136) for the Sobriety Checkpoint Grant Program in the amounts of \$150,400, respectively, upon approval and acceptance of the grant from OTS.

A.11 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) "GME STEP PROGRAM" (Report of: Police Department)

**Recommendation:**

1. Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety (OTS) grant in the amount of \$129,870, entitled "GME STEP Program (Selective Traffic Enforcement Program)"; and
2. Authorize the revenue and expense budgets in the Office of Traffic Safety – Police Fund (Fund 136) for the GME STEP Program (Selective Traffic Enforcement Program in the amounts of \$129,870, respectively, upon approval and acceptance of the grant from OTS.

A.12 APPROVAL OF THREE-YEAR ENTERPRISE LICENSING AGREEMENT OF MICROSOFT LICENSES THROUGH COMPUCOM SYSTEMS, INC., UTILIZING THE COUNTY OF RIVERSIDE'S MICROSOFT ENTERPRISE MASTER AGREEMENT (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Waive formal bidding per Municipal Code Section 3.12.260 (Cooperative Purchasing);
2. Approve a three-year enterprise licensing agreement of Microsoft licenses through CompuCom Systems, Inc., utilizing the County of Riverside's Microsoft Enterprise Licensing Master Agreement;
3. Authorize the City Manager to execute the Microsoft Enterprise Master Agreement and any related documents required to effectuate participation in the Microsoft Enterprise Master Agreement; and
4. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to CompuCom systems to maintain the current licensing level at an annual cost not-to-exceed \$115,000.

A.13 "IT'S UP TO US": A PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN MINI-GRANT (Report of: Police Department)

**Recommendation:**

1. Approve the grant application and authorize acceptance (if awarded) of the Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) grant in the amount not to exceed \$4,999.99, entitled "It's Up to Us": A Pedestrian Safety Public Education Campaign Mini Grant; and

2. Authorize the revenue and expense budgets in the Department of Public Health – Police Fund (Fund 136) for the “It’s Up to Us”: A Pedestrian Safety Public Education Campaign Mini Grant in the amount not to exceed \$4,999.99, respectively, upon approval and acceptance of the grant from CDPH.

A.14 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 March 21 – April 3, 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 MARCH 27, 2012 (Report of: City Clerk Department)

B.3 EXTENSION OF CONTRACT - APPROVE THIRD AMENDMENT TO AGREEMENT FOR CONTRACT MOWING OF PARKS AND EASEMENTS OF COMMUNITY SERVICES DISTRICT ZONE A AND COMMUNITY FACILITIES DISTRICT #1 TO DLS LANDSCAPE, INC. (Report of: Parks and Community Services Department)

**Recommendation:**

1. Approve the Third Amendment to Agreement for contract mowing of parks and easements to DLS Landscape, Inc. of Redlands, CA, in the total amount of \$148,680.00; \$122,760.00 for Community Services District (“CSD”) Zone A and \$25,920.00 for Community Facilities District (“CFD”) #1, extending contract for an additional one-year period;
2. Authorize the President to execute the Third Amendment to Agreement for contract mowing of parks and easements with DLS Landscape, Inc. of Redlands, CA; and
3. Authorize the Purchasing and Facilities Division Manager to issue open purchase orders to DLS Landscape, Inc., in the amounts of:
  - a. ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$122,760.00) for CSD Zone A for twelve months; and
  - b. TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY AND

NO/100 DOLLARS (\$25,920.00) for CFD #1 for twelve months.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

C.1 ORDINANCES - READING BY TITLE ONLY

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

C.2 MINUTES - REGULAR MEETING OF MARCH 27, 2012 (Report of: City Clerk Department)

**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 MARCH 27, 2012 (Report of: City Clerk Department)

**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 REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR NPDES (Report of: Public Works Department)

**Recommendation: That the City Council:**

1. After conducting the Public Hearing and accepting public testimony:

Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Assessor Parcel Number (APN) 296-280-018;

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the NPDES maximum

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commercial/industrial regulatory rate to APN 296-280-018.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

**Recommendation: That the CSD:**

1. Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for APN 296-280-018;

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 296-280-018.

E.3 PUBLIC HEARING TO ADOPT FY 2011-12 ANNUAL ACTION PLAN, SUBSTANTIAL AMENDMENT NO. 3, THE COMMUNITY DEVELOPMENT BLOCK GRANT - RECOVERY PROGRAM (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed FY 2011-12 Annual Action Plan Substantial Amendment No. 3, the Community Development Block Grant - Recovery Program (CDBG-R);
2. Review and adopt the proposed FY 2011-12 Annual Action Plan Substantial Amendment No. 3, the Community Development Block Grant - Recovery Program; and
3. Authorize the budget re-appropriation of \$107,841 from account 199.19910.6849.002 (CDBG-R Eco Green Incentive) and \$840 from account 199.19910.6849.003 (CDBG-R Employment Creation Manufacturing) to (new) ADA Park Improvements Project # 199.19910.6849.xxx.

E.4 PUBLIC HEARING TO ADOPT FY 2011-12 ANNUAL ACTION PLAN,

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SUBSTANTIAL AMENDMENT NO. 2, THE HOMELESSNESS PREVENTION AND RAPID REHOUSING PROGRAM (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed 2011-12 Annual Action Plan Substantial Amendment No. 2;
2. Adopt the proposed Substantial Amendment No. 2; and
3. Authorize revenue and expense budget appropriations of \$36,228 to accounts 198.1980.4610.1 and 198.19810.6847.003 (HPRP-Rental Assistance) respectively

**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 Council Member Robin N. Hastings on the Western Riverside Council of Governments (WRCOG)

G.2 JULY 4TH UPDATE (ORAL PRESENTATION) (Report of: Parks and Community Services Department)

G.3 INSTALLATION OF SYNTHETIC TURF AT MARCH FIELD PARK (Report of: Parks and Community Services Department)

**Recommendation: That the City Council and CSD:**

1. Award to Field Turf USA, Inc. 8088 Mountview Road, Montreal, Quebec, CN for material and labor to install synthetic turf at March Field Park;
2. Authorize the issuance of a Purchase Order to Field Turf USA, Inc., in the amount of \$196,667.00 (\$178,788.50 for the bid amount plus 10% contingency) when the contract has been signed by all parties;
3. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Field Turf USA, Inc., up to but not to exceed the Purchase Order contingency of \$17,878.50 subject to the approval of the City Attorney; and

4. Authorize the Parks and Community Services Director to accept the improvements into the CSD's maintained system upon acceptance of the improvements as complete.

G.4 INTRODUCTION OF ORDINANCE AMENDING CHAPTER 3.12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE CITY'S PURCHASING REGULATIONS (Report of: Financial & Administrative Services)

**Recommendation: That the City Council:**

Approve the introduction of 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.

G.5 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2012 TO DECEMBER 31, 2012 (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

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

Adopt Resolution No. 2012-22 approving a Second Recognized Obligation Payment Schedule, for the period of July 1, 2012 to December 31, 2012;

Resolution No. 2012-22

A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving Second Recognized Obligation Payment Schedule and Authorizing the Executive Director or his Designee to Make Modifications Thereto

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and
3. Authorize the transmittal of the ROPS to the Oversight Board for review and approval.

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G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

## H. LEGISLATIVE ACTIONS

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2 .1 ORDINANCE NO. 841 - AN ORDINANCE OF THE CITY OF MORENO VALLEY ESTABLISHING AN UNDERGROUND UTILITY DISTRICT ALONG NASON STREET FROM CACTUS AVENUE TO FIR AVENUE (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 27, 2012 ON A 4-0-1 VOTE, CO ABSENT) (Report of: Public Works Department/CPD)

**Recommendation: That the City Council:**

Adopt Ordinance No. 841.

Ordinance No. 841

An Ordinance of the City of Moreno Valley Establishing an Underground Utility District Along Nason Street from Cactus Avenue to Fir Avenue

H.2 .2 ORDINANCE NO. 842 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION P10-050 FOR A SPECIFIC PLAN AMENDMENT TO REPEAL THE CACTUS CORRIDOR SPECIFIC PLAN (SP214) (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 27, 2012 ON A 4-0-1 VOTE, CO ABSENT) (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

ADOPT Ordinance No. 842;

Ordinance No. 842

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application P10-050 for a Specific Plan Amendment to Repeal the Cactus Corridor Specific Plan (SP214)

H.2 .3 ORDINANCE NO. 843 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A

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ZONE CHANGE (PA10-0027) TO ESTABLISH CITY LAND USE DESIGNATIONS FOR THE PROPERTIES WITHIN SP214 (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 27, 2012 ON A 4-0-1 VOTE, CO ABSENT) (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

ADOPT Ordinance No. 843.

Ordinance No. 843

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Zone Change (PA10-0027) to Establish City Land Use Designations for the Properties Within SP214

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 AND 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.

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## CLOSED SESSION

A Closed Session of the City Council, Community Services, City as Successor Agency for the Community Redevelopment Agency and Housing Authority of the City of Moreno Valley 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: *Ramirez V. City of Moreno Valley*  
Court: Riverside Superior Court  
Case No: RIC 1106011

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 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- a) Property: SR60/Moreno Beach Drive Interchange Project (Phase 2)  
City Negotiator: Ahmad Ansari

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Under Negotiation: Price and terms of payment  
APN/Caltrans Parcel: 473-160-007, 473-160-008, 473-160-009,  
488-270-022 and 488-270-023  
Owner: Julie Yu Chu (488-270-022 and 488-270-023)

b) Property: Ironwood Avenue Street Improvement from  
Heacock Street to Perris Boulevard  
City Negotiator: Ahmad Ansari  
Under Negotiation: Price and terms of payment  
APN/Caltrans Parcel: 475-272-054  
Owner: City of Moreno Valley

5 SECTION 54957.6 - LABOR NEGOTIATIONS

- a) Agency Representative: Henry T. Garcia  
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**  
**March 27, 2012**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. Proclamation Recognizing the Moreno Valley Lions Club
2. Officer of the Quarter - Officer Victor Magana
3. Officer of the Year Investigator Duke Viveros
4. "Avoid the 30" DUI Program Award - Officers Dennis Pleta and Eric Robinson
5. Recognition of Mayor Pro Tem William H. Batey II for 15 Years of Service

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

**REGULAR MEETING – 6:30 PM  
March 27, 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, Housing Authority and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Molina

**INVOCATION - Pastor Arnold Espinoza - Praise Chapel Christian Fellowship**

**ROLL CALL**

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Council Member
William H. Batey II	Mayor Pro Tem
Robin N. Hastings	Council Member

Absent:

Marcelo Co	Council Member
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Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager

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John Anderson  
Abdul Ahmad  
Ahmad Ansari  
Barry Foster  
Tom DeSantis  
Mike McCarty

Police Chief  
Fire Chief  
Public Works Director  
Community and 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 BOARD OF LIBRARY TRUSTEES**

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

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY

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

A.2 MINUTES - REGULAR MEETING OF MARCH 13, 2012 (Report of: City Clerk Department)

**Recommendation:**  
Approve as submitted.

A.3 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 March 7-20, 2012.

A.4 FINAL MAP 32505--APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF MORENO VALLEY AND WESTERN PACIFIC HOUSING, INC. (Report of: Community & Economic Development Department)

**Recommendation:**

1. Approve the Maintenance Agreement by and between the City of Moreno Valley (City) and Western Pacific Housing, Inc.;
2. Authorize the Mayor to execute the Maintenance Agreement;

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3. Authorize the City Attorney to work with Western Pacific Housing, Inc. and/or Mayfield Owners Association to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement;
  4. Authorize the City Treasurer to invest the required Trust Funds pursuant to Section 8 of the Maintenance Agreement;
  5. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney; and
  6. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation.
- A.5 PA02-0133 (Tract 31089) - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING JAFFA WAY, NAVEL AVENUE, SHALU AVENUE, CITRUS COURT, TANGERINE ROAD AND THE PORTIONS OF KITCHING STREET AND TUSCOLA STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: BEAZER HOMES HOLDING CORP, BREA, CA 92821 (Report of: Community & Economic Development Department)

**Recommendation:**

1. Adopt Resolution No. 2012-17; and

Resolution No. 2012-17

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA02-0133 (Tract 31089) and Accepting Jaffa Way, Navel Avenue, Shalu Avenue, Citrus Court, Tangerine Road, and the Portions of Kitching Street and Tuscola Street Associated with the Project into the City's Maintained Street System

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

- A.6 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO HILLCREST CONTRACTING FOR THE COTTONWOOD AVENUE

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IMPROVEMENTS FROM PERRIS BOULEVARD TO 650 FEET EAST -  
PROJECT NO. 12-41678528 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Award the construction contract for the Cottonwood Avenue Improvements (from Perris Boulevard to 650 Feet East) to Hillcrest Contracting, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Hillcrest Contracting;
3. Authorize the issuance a Purchase Order to Hillcrest Contracting for the amount of \$188,728.75 (\$150,983.00 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 Hillcrest Contracting, up to but not to exceed the Purchase Order's total contingency amount of \$37,745.75, 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 Hillcrest Contracting, if no claims are filed against the project.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF STREET IMPROVEMENTS FOR CITYWIDE SIDEWALKS AND ACCESS RAMPS CONSTRUCTED BY MORA'S EQUIPMENT & CONSTRUCTION, INC. - PROJECT NO. 10-12272227 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Accept the work as complete for the Street Improvements for Citywide Sidewalks and Access Ramps, constructed by Mora's Equipment & Construction, Inc.;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;
3. Authorize the Financial and Administrative Services Director to release the retention to Mora's Equipment & Construction, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

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4. Accept the improvements into the City's maintained road system.

A.8 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO GOLDEN STATE CONSTRUCTORS, INC. FOR THE CITYWIDE SIDEWALKS AND ACCESS RAMPS – PHASE II  
PROJECT NO. 12-12566629 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Waive any and all minor irregularities and award the construction contract for the Citywide Sidewalks and Access Ramps – Phase II to Golden State Constructors, Inc., the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Golden State Constructors, Inc.;
3. Authorize the issuance of a Purchase Order to Golden State Constructors, Inc. for a total amount of \$174,142.65 (\$158,311.50 bid amount plus 10% 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 Golden State Constructors, Inc., up to but not to exceed the Purchase Order's total contingency of \$15,831.15 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 system, and release the retention to Golden State Constructors, Inc., if no claims are filed against the project.

A.9 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO ELITE COMPANIES US FOR THE HEACOCK STREET SIDEWALK IMPROVEMENTS FROM ATWOOD AVENUE TO MYERS AVENUE  
PROJECT NO. 12-12556333 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Award the construction contract for the Heacock Street Sidewalk Improvements from Atwood Avenue to Myers Avenue to Elite Companies US, Inc., the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Elite Companies US;
3. Authorize the issuance a Purchase Order to Elite Companies US for

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the amount of \$105,422.64 (\$87,852.20 base bid amount plus 20% 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 Elite Companies US, up to but not to exceed the Purchase Order's total contingency amount of \$17,570.44, 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 Elite Companies US, if no claims are filed against the project.

A.10 APPROVE AND EXECUTE THREE PUBLIC UTILITY EASEMENT DEEDS TO CONVEY PORTIONS OF PARCEL NO. 21447 (NO APN) AND PARCEL NO. 21459 (APN 488-330-001), AND APPROVE AND EXECUTE A GRANT DEED TO CONVEY A PORTION OF PARCEL NO. 21459 FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT (PHASE 1) - PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve and authorize the City Manager to execute three easement deeds to convey rights across portions of Parcel No. 21447 (No APN) and Parcel No. 21459 (APN 488-330-001) to Southern California Edison and Eastern Municipal Water District for the SR-60/Moreno Beach Improvement Project (Phase 1); and
2. Approve and authorize the City Manager to execute a Grant Deed to Convey a Portion of Parcel No. 21459 (APN 488-330-001) to Caltrans upon completion of construction of the project.

A.11 PA01-0053 (PM 30472) PHASE 2B – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF A SEGMENT OF MODULAR WAY AND A SEGMENT OF KITCHING STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 28, 2012 – AUGUST 28, 2012; DEVELOPER: WALGREEN CO., DEERFIELD, IL 60015 (Report of: Community & Economic Development Department)

**Recommendation:**

Authorize a full road closure of Modular Way from Kitching Street to approximately 800 feet west of Kitching Street and Kitching Street from approximately 350 feet north of Modular Way to approximately 1,500 feet south of Modular Way for the construction of street improvements from March 28, 2012 – August 28, 2012.

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- A.12 APPROVAL OF CHECK REGISTER FOR JANUARY, 2012 (Report of: Financial & Administrative Services Department)

**Recommendation:**

Adopt Resolution No. 2012-19, approving the Check Register for the month of January, 2012 in the amount of \$11,915,839.98.

Resolution No. 2012-19

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

- A.13 PM 30472 – (PHASE 2b) MODULAR WAY AND KITCHING STREET – AMENDMENT TO AGREEMENT FOR PUBLIC IMPROVEMENTS (TIME EXTENSION) EAST OF PERRIS BOULEVARD AT NANDINA AVENUE - DEVELOPER: WALGREEN CO., DEERFIELD, IL 60015 (Report of: Public Works Department/ Community & Economic Development Department)

**Recommendation:**

1. Authorize the Mayor to execute the Amendment to Agreement for Public Improvements for PM 30472 - Phase 2 Modular Way and Kitching Street;
2. Instruct the City Clerk to forward the completed Amendment to Agreement for Public Improvements to the County Recorder's Office for recordation; and
3. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

- A.14 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2011 (Report of: Financial & Administrative Services Department)

**Recommendation:**

Receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2011.

- A.15 RESOLUTION NO. 2012-21, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH CALTRANS FOR TRANSPORTATION PLANNING GRANTS (Report of: Public Works Department)

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**Recommendation:**

Approve Resolution No. 2012-21.

Resolution No. 2012-21

A Resolution of the City Council of the City of Moreno Valley, California,  
Authorizing the City Manager to Execute Agreements with CalTrans for  
Transportation Planning Grants

**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 MARCH 13, 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 MARCH 13, 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 MARCH 13, 2012 (Report of: City  
Clerk Department)

**Recommendation:**

Approve as submitted.

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**Motion to Approve Consent Calendar Items A.1 through D.2 by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina**  
**Approved by a vote of 4-0-1, Council Member Marcelo Co absent.**

## **E. PUBLIC HEARINGS**

- E.1 PUBLIC HEARING TO ADOPT AN ORDINANCE TO ESTABLISH AN UNDERGROUND UTILITY DISTRICT - NASON STREET FROM CACTUS AVENUE TO FIR AVENUE (Report of: Public Works Department/CPD)

**Recommendation: That the City Council:**

1. Conduct the public hearing and accept public comments, for consideration of the establishment of an underground utility district along Nason Street from Cactus Avenue to Fir Avenue; and
2. Introduce Ordinance No. 841.

Ordinance No. 841

An Ordinance of the City of Moreno Valley Establishing an Underground Utility District Along Nason Street from Cactus Avenue to Fir Avenue

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Russell Miller.

**Motion to Approve by m/Council Member Robin N. Hastings, s/Mayor Pro Tem William H. Batey II**  
**Approved by a vote of 4-0-1, Council Member Marcelo Co absent.**

- E.2 FY 2012/13 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2012/13 programs; and
2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2012/13 Annual Action Plan.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Karyn Young-Lowe.

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**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Marcelo Co absent.**

- E.3 A PUBLIC HEARING ON A SPECIFIC PLAN AMENDMENT TO REPEAL THE CACTUS CORRIDOR SPECIFIC PLAN (SP 214) AND ESTABLISH CITY ZONING DESIGNATIONS FOR THE AREA (P10-050, PA10-0026, PA10-0027). THE CACTUS CORRIDOR SPECIFIC PLAN IS LOCATED GENERALLY BETWEEN MORENO BEACH DRIVE, THEODORE STREET, BRODIAEA AVENUE AND CACTUS AVENUE (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

1. After conducting a public hearing, RECOGNIZE that applications P10-050 (Specific Plan Amendment), PA10-0026 (General Plan Amendment) and PA10-0027 (Zone Change) will not have a significant effect on the environment and are therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, Minor Alterations to Land Use Limitations, as Class 5 Categorical Exemptions; and

2. INTRODUCE Ordinance No. 842;

Ordinance No. 842

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application P10-050 for a Specific Plan Amendment to Repeal the Cactus Corridor Specific Plan (SP214)

3. ADOPT City Council Resolution No. 2012-20; and

Resolution No. 2012-20

A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment (PA10-0026) to Make Minor Changes to Establish Land Use Designations for Certain Properties Within SP214

4. INTRODUCE Ordinance No. 843.

Ordinance No. 843

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Zone Change (PA10-0027) to Establish City Land Use Designations for the Properties Within SP214

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Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Ryan Thomas (Support Item), Allan Smiley, Seval Haley and Craig Haley.

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Marcelo Co absent.**

- E.4 GENERAL PLAN AMENDMENT/SPECIFIC PLAN 208 AMENDMENT TO MODIFY THE CIRCULATION PLAN AND CIRCULATION EXHIBIT, RESPECTIVELY (PA12-0001) (Report of: Public Works Department/CPD)

**Recommendation: That the City Council:**

After conducting a public hearing to consider the action taken by the Plannig Commission on February 9, 2012, recommending approval of a General Plan Amendment and Specific Plan 208 Amendment (PA12-0001), and subsequent to the public hearing, Approve the proposed City Council Resolution No. 2012-18, thereby ADOPTING a Negative Declaration for PA12-0001 in that the project will not result in significant environmental impacts, and APPROVING the General Plan Amendment and Specific Plan 208 Amendment (PA12-0001), based on the findings in the City Council Resolution.

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

Mayor Richard A. Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Marcelo Co absent.**

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

None

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## G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)  
a) Report by Council Member Council Member Jesse L. Molina on the Riverside Transit Agency (RTA)

Jesse Molina gave an update on RTA, stating February was a high record for RTA. Additionally, RTA, in honor of their 35-year Anniversary, invites all to join them in the celebration by submitting photographs of yourself, family and friends while taking a trip on a bus and get the chance of winning a 30-day pass as well as having your pictures placed on their website. RTA began in 1977 and is incorporating a 70's scene, although it's not required for winning the contest.

A bus driver, Mr. Charles, was recognized for finding a purse that had been lost on March 6, 2012.

RTA is applying for a 4.8 million dollar Federal Clean Fuel Grant to help replace the aging fleet.

RTA's Chief Executive Officer, Larry Rubio, was named Manager of the Year.

- G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR NPDES (Report of: Public Works Department)

**Recommendation: That the City Council:**

Accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 296-280-018 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

- G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

**Recommendation: That the CSD:**

Accept public comments regarding the mail ballot proceeding for APN 296-280-018 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

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G.4 FIRST AMENDMENT TO AGREEMENT WITH FALCON ENGINEERING SERVICES INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SR-60/NASON OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

**Recommendation: That the City Council:**

1. Authorize the "First Amendment to Agreement for Professional Consultant Services, Transportation Uniform Mitigation Fee (TUMF) – Zonal" (First Amendment) with Falcon Engineering Services, Inc. (Falcon), to provide construction management services for the SR-60/Nason Bridge project for \$1,942,779;
2. Authorize the City Manager to execute said First Amendment with Falcon;
3. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval;
4. Authorize a Change Order to increase Purchase Order No. 42266 with Falcon by \$1,942,779 from Account No. 797.79718.7200 once the First Amendment has been signed by all parties; and
5. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the contract with Falcon within the authorized purchase order amount subject to the approval of the City Attorney.

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

**Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina**  
**Approved by a vote of 4-0-1, Council Member Marcelo Co absent.**

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

**H. LEGISLATIVE ACTIONS**

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 2.26 OF

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TITLE 2 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO THE ARTS COMMISSION, BY INCREASING THE NUMBER OF MEMBERS SERVING TO NINE PUBLIC MEMBERS, TO INCLUDE TWO TEEN MEMBERS (RECEIVED FIRST READING AND INTRODUCTION ON A 4-0-1 VOTE, BATEY ABSENT) (Report of: Parks and Community Services Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 839.

Ordinance No. 839

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Chapter 2.26 of Title 2 of the City of Moreno Valley Municipal Code, Relating to the Arts Commission, by Increasing the Number of Members Serving to Nine Public Members, to Include Two Teen Members

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

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Marcelo Co absent.**

- H.2 .2 ORDINANCE NO. 840 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, EXTENDING THE EXPIRATION DATE OF CERTAIN DISCRETIONARY PERMITS OR ENTITLEMENTS WITH A VALID ENTITLEMENT AS OF JANUARY 1, 2011 (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 13, 2012 BY A 4-0-1 VOTE, BATEY ABSENT) (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 840.

Ordinance No. 840

An Ordinance of the City Council of the City of Moreno Valley, California, Extending the Expiration Date of Certain Discretionary Permits or Entitlements with a Valid Entitlement as of January 1, 2011

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

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**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Marcelo Co 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**

Adolf Kruger

1. Skechers
2. Automation - Loss of Jobs
3. MVPD Corruption

Deanna Reeder

1. RDA Oversight Board
2. Public Comments Location on Oversight Board Agenda

Pete Bleckert

1. Choke Points

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

Jesse Molina

1. Roads moving at a faster pace
2. United Council
3. Vietnam - Wall that Heals
4. Moreno Valley Beauty Pageant - [www.valleyqueens.org](http://www.valleyqueens.org) (September 2012)
5. Recently attended a Senior Center meeting. Request of Media - requests computer classes on TV for seniors

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6. Future Surveillance Camera at Senior Center - Request to be first to receive

Robin Hastings

1. VVHS very first Mr. Eagle Contest - Renaissance Program
2. Congratulations to Michael Curry who is the first Mr. Eagle
3. Vietnam - Wall that Heals - Part of the Welcome Home Vietnam Vets
4. Relay for Life - April 14th at VVHS
5. Health & Safety Fair - April 28th at the MV Auto Mall
6. Congratulations to my son, James, finished his last class today and will receive his degree in Information Technology from University of Kentucky
7. Congratulations to my daughter, Julie, for putting an offer on her first home here in Moreno Valley
8. To my husband, celebrating our 41st Wedding Anniversary - You're the Best

William H. Batey

1. Vietnam - Wall that Heals - Kudos to Robin Hastings for beginning the Readings today
2. Soon will be Presenting the winners of our Reading Contest

Mayor Richard A. Stewart

1. Oversight Board not a "Rubber Stamp". Example: The MJPA Oversight Board loaned Redevelopment Agency at March Joint Powers 3 1/2 million dollars; RDA has been paying back slowly, now State Treasurer disapproved and said it was a gift. This money is needed to keep their operation running. The City has a lot more substantial debt and may be faced with not being paid back. The Oversight Board is not a de novo look at expenditures - they're not the ones doing the work, but rather the ones overseeing the work to be done.

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2. Construction taking place outside of Conference Recreation Center Ballroom - trying to make it more rentable. Parks & Community Services Director Mike McCarty provided explanation that the concrete tiles and grass area will be replaced with a color concrete slab; removal and replanting of the trees to allow for the possibility of big tents or Gazebos; grass will be planted around parameter; and a mural will be placed at the entrance way representing Moreno Valley's history. This will help with renting for future weddings and big events, generating more revenue for the City.

## **CLOSED SESSION**

The Closed Session was held in the City Manager's Conference Room will be held pursuant to Government Code:

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

Number of Cases: 5

- 3 SECTION 54957.6 - LABOR NEGOTIATIONS
  - a) Agency Representative: City Manager Henry T. Garcia  
Employee Organization: MVCEA
  - b) Agency Representative: City Manager Henry T. Garcia  
Employee Organization: MVMA
  - c) Agency Representative: City Manager Henry T. Garcia  
Employee Organization: Moreno Valley Confidential  
Management Employees

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

None

## **ADJOURNMENT**

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There being no further business to conduct, the meeting was adjourned at 9:00 p.m. by unanimous informal consent.

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:

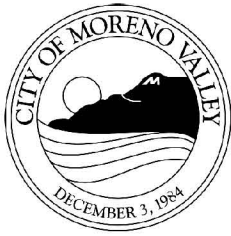
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Mayor Richard A. Stewart  
President, Moreno Valley Community Services District  
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley  
Chairperson, Housing Authority  
Chairperson, Board of Library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

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

**AGENDA DATE:** April 10, 2012

**TITLE:** AUTHORIZE A CHANGE ORDER TO INCREASE PURCHASE ORDER WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD) FOR THE SR-60/NASON INTERCHANGE IMPROVEMENT PROJECT -- PROJECT NO. 98-25897

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize a Change Order to increase Purchase Order No. 37223 with Eastern Municipal Water District (EMWD) by \$70,000 for the SR-60/Nason Street Interchange Improvements Project (Account No. 125.89720).

### **BACKGROUND**

The overall purpose of the SR-60/Nason Street Interchange Improvements project is to improve the interchange ramps through reconstruction and realignment, while providing a design that will accommodate future ultimate bridge widening improvements needed to serve anticipated traffic demand.

The City Council approved a "Reimbursement Agreement -- Relocation of Waterline within Fir Avenue" with EMWD on March 10, 2009, for abandonment of the existing waterline along SR-60 and construction of a replacement line in Fir Avenue. On December 8, 2009, the City Council approved a "Reimbursement Agreement – Relocation of Waterline Valves" with EMWD for the relocation of remaining facilities in the vicinity of the project, including valves along the right shoulder of eastbound SR-60. The Council authorized a purchase order for the Fir Avenue agreement, and an increase to the purchase order for the valve agreement. The Fir Avenue work was completed by EMWD in August 2009. The valve relocation work was advertised by EMWD in July 2011. The total amount of the work completed is nearing the authorized

purchase order amount, and in accordance with the agreements, the City had committed to increasing the funds when necessary.

## **DISCUSSION**

The valve agreement identified responsibilities between the City and EMWD for relocation of two 12" water mainline valve clusters, construction of a 24-inch waterline under the freeway to facilitate relocation and provide an upgraded crossing for EMWD, and related valve/shutdown locations. In August 2011, EMWD awarded a contract to Genesis Construction for all the work. The City's total for the valve work based on the low bid amount was \$318,321 (including EMWD administrative costs). Construction started in mid-October 2011 and was anticipated to be completed in late June 2012. EMWD's contractor is proceeding diligently with the work in order to keep pace with the City's 60/Nason interchange project. At several excavation locations, the contractor encountered differing existing waterline configurations than anticipated. He proposed alternate routings, which EMWD and the City have agreed with. Even with the differing conditions, the work is two months ahead of schedule. The two valve clusters adjacent to the 60/Nason project are expected to be completed ahead of schedule, with the overall EMWD contract being complete by late April 2012.

The City is responsible for all costs associated with relocating the valves outside State right of way, as well as proportional shares of EMWD construction administration, surveying and materials testing. Terms of the agreement allow for adjustments based on actual costs and changes during construction. Based on a current total of construction costs and changes, the value of the City's work is projected to exceed the authorized purchase order amount. In accordance with the valve agreement, each party will request additional funds when the costs are projected to exceed the authorized funding. In order to provide sufficient funding authority to support EMWD, a change order to increase the purchase order by \$70,000 is needed. There may be additional costs for which the City is responsible, including future construction change orders and EMWD administrative costs, which will be evaluated when presented by EMWD.

## **ALTERNATIVES**

1. Authorize a Change Order to increase Purchase Order No. 37223 with Eastern Municipal Water District (EMWD) by \$70,000 for the SR-60/Nason Street Interchange Improvements Project (Account No. 125.89720). *This alternative allows the City to complete the SR-60/Nason Street Interchange Improvements Project on schedule.*
2. Do not authorize a Change Order to increase Purchase Order No. 37223 with Eastern Municipal Water District (EMWD) by \$70,000 for the SR-60/Nason Street Interchange Improvements Project (Account No. 125.89720). *This alternative will delay completion of needed utility relocations for the SR-60/Nason Street Interchange Improvements Project.*

**FISCAL IMPACT**

The City Council approved \$177,120 (\$147,600 plus \$29,520 contingency) on March 10, 2009, and \$368,000 (\$320,000 plus \$48,000 contingency) on December 8, 2009 for a total authorized amount of \$545,120. The Fir Avenue work was completed for \$147,600 within the original budget and the \$29,520 contingency remained available. City-estimated costs to date are approximately \$540,000 (\$147,600 paid for Fir, \$318,000 for valve low bid, and \$75,000 in change orders). The \$70,000 increase to the purchase order brings the total amount to \$615,120. The project is currently funded using federal Surface Transportation Program, federal Transportation Efficiency Act of the 21<sup>st</sup> Century, matching toll credits, Measure "A," and DIF Interchange funds. There are sufficient funds within the project budget for the request.

All funding sources for this project are restricted for capital improvements related to transportation projects or for the SR-60/Nason interchange and cannot be utilized for operational activities. There is no impact to the General Fund.

**FY 2011/2012 BUDGETED FUNDS - SR-60 / Nason Street Interchange**

TEA 21 Demonstration Funds (125.66929).....	\$ 2,254,000
STPL Discretionary Funds (125.67029) .....	\$ 6,571,000
STPL Toll Credit (125.67030).....	\$ 754,000
Demo Toll Credit (125.66930).....	\$ 563,000
Measure "A" Funds (125.89720) .....	\$ 381,000
DIF Interchange Improvement Funds (418.83630) .....	\$ 1,740,000
Total Available Funds.....	\$12,263,000

**FY 2011/2012 ESTIMATED CONSTRUCTION COSTS**

Estimated Interchange Construction Costs .....	\$ 7,000,000
Construction Management & Inspection Services .....	\$ 1,000,000
Construction Support Services (Geotechnical & Survey) .....	\$ 300,000
Construction Support Services (Design firm) .....	\$ 100,000
EMWD Utility Relocation* .....	\$ 398,000
EMWD Utility Relocation (current request) .....	\$ 70,000
Administrative Costs (Staff & Miscellaneous).....	\$ 100,000
Total Estimated Costs .....	\$ 8,968,000

*\*Balance of previous funding authorizations for EMWD*

**PROJECT SCHEDULE**

Interchange Construction End Date ..... March 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.

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

As the EMWD relocation for the SR-60/Nason Interchange Improvements project nears completion, the value of the City’s work is projected to exceed the authorized purchase order amount. In accordance with the approved agreement, the City will request additional funds when the costs are projected to exceed the authorized funding. An increase of \$70,000 to the purchase order is needed in order to provide sufficient funding authority to support EMWD.

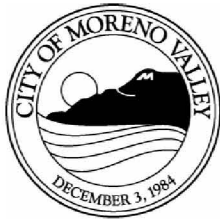
Prepared By:  
Margery A. Lazarus  
Senior Engineer, P.E.

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

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

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>RH</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** April 10, 2012

**TITLE:** APPROVAL OF THE 2012/2013 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the County Service Area (CSA) 152 Budget for FY 2012/2013 in the amount of \$548,506; and
2. Authorize the levy of CSA 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2012/2013.

### BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) program requires the City to obtain a permit from the Santa Ana Regional Water Quality Control Board (Board) to release storm water into various drainage channels and washes throughout our community.

To fund their part of these activities the Riverside County Flood Control District established a benefit assessment district. The County of Riverside (County) formed CSA 152 as a means for it and other local governments to recover costs through property assessments. On December 21, 1993, the City along with several other County cities was annexed into CSA 152. The purpose of the annexation was to provide a funding mechanism for the federally mandated storm water cleanup program.

On November 1, 1994, the Administrative Services Agreement for the CSA 152 Program was executed between the County and the City. The Agreement established the responsibilities and obligations of the City and the County concerning the management and financing of CSA 152. On October 26, 2010, the City Council authorized the Mayor to execute a new Administrative Services Agreement.

On June 27, 1995, the City Council approved the NPDES and CSA 152 budgets and assessment. The City Council also passed Resolution No. 95-45 adopting the BAU assessment of \$8.15 per year. The assessment has remained unchanged since 1995.

On February 25, 1997, the City Council made a finding determining that the NPDES program as administered by the City was in compliance with the provisions of Proposition 218. Specifically, the City Council found that the NPDES assessment existed on the effective date of the State Constitutional Amendment and that the assessment was imposed exclusively to finance maintenance and operation expenses for streets, flood control and drainage systems. Therefore, the Council found that the NPDES program was exempt per Section 5(a) of Article XIII D of the State Constitution.

On January 29, 2010, the Board issued a new NPDES permit. The requirements of the new permit necessitate the City to expand its NPDES program to include the following:

- Additional compliance monitoring to include Total Maximum Daily Load (TMDL)
- Development of comprehensive implementation and management plans
- Expansion of inspection program to now include residential elements

In addition, the City will still be required to comply and maintain its existing program elements. The City must continue to implement Best Management Practices (BMPs) within our community that reduces pollutants entering our streams and channels. Among those practices are: public education, material disposal and recycling programs, spill prevention and cleanup programs, and street and storm drain maintenance.

## **DISCUSSION**

The County is the lead agency in administering CSA 152 and the City is a participating agency. In order to continue with the service provided under CSA 152, the City is required to take the following actions:

1. Approve the CSA 152 Budget for FY 2012/2013 in a specific amount; and
2. Approve a CSA 152 Assessment per Benefit Assessment Unit (BAU) for FY 2012/2013.

The revenues collected will normally increase even if the charge for the annual assessment remains constant, as a result of new development. This occurs because the total number of properties paying the assessment increases each year.

Current information provided by the County of Riverside Economic Development Agency and staff indicates an increase in the FY 2012/2013 CSA 152 projected revenues of \$10,953 from the current fiscal year projected revenues. Staff is not recommending at this time an increase in the BAU assessment that would require a mail ballot process under Proposition 218; therefore the assessment will remain unchanged at \$8.15 per BAU.

Since the annual BAU assessment will remain unchanged, there is no need to have any further Council action related to CSA 152.

The CSA 152 Administrative Services Agreement requires the City to adopt a CSA 152 budget in early spring. To ensure the funding is secured and the assessment remains on the tax rolls for FY 2012/2013 staff is recommending Council adopt the CSA 152 budget as presented this evening.

The following CSA 152 events are scheduled for the next fiscal year:

- |    |                           |              |
|----|---------------------------|--------------|
| 1. | Assessment begins         | July 2012    |
| 2. | First installment to City | January 2013 |

There are many possible alternatives to funding the NPDES program, which require General Fund contributions or other fund contributions either in total or in combination with CSA 152 funds.

Failure by the City to enforce the NPDES program and seek sufficient funding can result in penalties of up to \$37,500 per day for noncompliance and or civil and criminal penalties. This is a federally mandated program administered by the State. **There has been neither State nor federal monies allocated to local agencies to address these requirements.**

### ALTERNATIVES

1. Approve the CSA 152 Budget for FY 2012/2013 in the amount of \$548,506 and authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2012/2013. *Approval of this alternative assures that a portion of the funds necessary to support the various storm water management and maintenance programs for the City will continue to be collected.*
2. Do not approve the CSA 152 Budget for FY 2012/2013 in the amount of \$548,506, and authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2012/2013. *This alternative does not provide for the collection of the assessment on the annual tax rolls, that is necessary to fund portions of the storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.*

## **FISCAL IMPACT**

Adoption of the recommended CSA 152 Budget and levy assessment will ensure that the City receives its legally authorized funds from this source. However, CSA 152 revenue together with other NPDES related revenues do not fully fund program costs. Fund transfers are anticipated to make up this shortfall and will be further addressed during the FY 2012/2013 City budget process.

Due to the increasing difference between the projected CSA 152 revenue and the NPDES storm water program budgets, it may be necessary in the future to increase the CSA 152 assessment per BAU, identify and implement other funding sources and/or continue fund transfers.

The recommended action tonight will meet the County's deadline and assist in funding the NPDES storm water programs. Approving the CSA 152 budget will help relieve the burden on fund transfers.

The CSA levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program.**

## **CITY COUNCIL GOALS**

The recommended action furthers City Council goals by:

- Revenue Preservation. It maintains a revenue source for a federally mandated program.
- Public Safety. It provides for enhancement of water quality and control of hazardous waste.
- Community Image, Neighborhood Pride, and Cleanliness. It provides for a high level of street sweeping and chemical cleanup.
- Public Facilities and Capital Projects. It insures the proper maintenance of storm drains.

## **SUMMARY**

CSA 152 revenues provide partial funding for the NPDES program. The Administrative Services Agreement between the County and the City requires the City to prepare the CSA 152 Budget and submit the budget to the County in early spring. To ensure CSA 152 funding is secured and the assessment remains on the tax rolls for FY 2012/2013

staff is recommending Council adopt the CSA 152 Budget as presented. Collection of the assessments on the annual tax rolls is necessary to fund portions of the NPDES storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.

**NOTIFICATION**

Publication of Agenda

Prepared By  
Phuong Hunter  
Associate Environmental Engineer

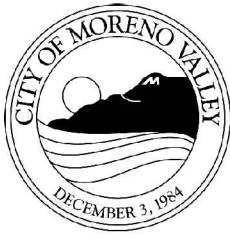
Department Head Approval  
Barry Foster  
Community & Economic Development Director

Concurred By  
Kent Wegelin  
Storm Water Program Manager

Concurred By  
Mark W. Sambito, P.E.  
Engineering Division Manager

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

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>gmb</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:** April 10, 2012

**TITLE:** AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL DESIGN CONSULTANT SERVICES TO RBF CONSULTING FOR THE ALESSANDRO BOULEVARD MEDIAN FROM INDIAN STREET TO PERRIS BOULEVARD – PROJECT NO. 13-12566851 HSIPL-5441(050)

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### **RECOMMENDED ACTION**

Staff recommends that the City Council

1. Approve the Agreement for Professional Design Services with RBF Consulting, for the Alessandro Boulevard Median from Indian Street to Perris Boulevard project.
2. Authorize the City Manager to execute the Agreement for Professional Design Services with RBF Consulting in the form attached hereto.
3. Authorize the issuance of a Purchase Order to RBF Consulting in the amount of \$137,027.00 when the Agreement has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with RBF Consulting, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

### **BACKGROUND**

On December 13, 2011, the City Council accepted a California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 4 grant award of up to \$900,000 in funds for the Alessandro Boulevard Median between Indian Street and Perris Boulevard project and authorized the \$1,000,000 appropriation of

unencumbered Measure “A” funds (Fund 125) for the design and construction costs of the project.

## **DISCUSSION**

A safety analysis identified a high rate of collisions, including pedestrian collisions, along Alessandro Boulevard between Indian Street and Perris Boulevard. In order to address this, the project will install/construct the following:

- A raised median along Alessandro Boulevard from 350 feet east of Indian Street to Perris Boulevard.
- Install a traffic signal at the intersection of Alessandro Boulevard and Covey Quail Lane and construct ADA compliant pedestrian access ramps.
- Construct dual left turn lanes in the eastbound and westbound directions of Alessandro Boulevard at Perris Boulevard, modify the existing traffic signal, and construct ADA compliant pedestrian access ramps.

The raised median along Alessandro Boulevard is anticipated to reduce the collision rates. The proposed traffic signal at Alessandro Boulevard and Covey Quail Lane will assist pedestrians crossing Alessandro Boulevard from the residential area on the north to the commercial centers on the south. Finally, the improvements at Perris Boulevard and Alessandro Boulevard are anticipated to enhance pedestrian mobility through the intersection and reduce congestion.

In order to proceed with the planning and design efforts for the proposed improvements along Alessandro Boulevard, staff solicited proposals from professional design consultants. Requests for Proposals for Professional Design Services were requested by mass email to a list of several hundred professional consultants within the City’s database, posting to the City Website, and advertisement in the Press Enterprise. Eight (8) firms responded by submitting proposals. A Selection Review Committee, comprised of Public Works Staff Engineers, reviewed and rated all proposals, based on qualification based selection criteria. After interviewing the three (3) top rated firms, RBF Consulting was selected as the most qualified consultant to complete the subject project.

The Consultant will provide design services in two (2) progressive phases: Phase 1 – Preliminary Concept Design, Environmental, and 35% Level Completion; Phase 2 - 100% Level PS & E Completion and Construction Bidding Services. Upon City Council approval of the Agreement for Professional Design Services with RBF Consulting, the City will issue a Notice to Proceed for Phase 1 (35% plans, Summary Memorandum, and Caltrans acceptance of environmental documentation) only. Upon successful completion of Phase 1, the City may issue written authorization to proceed with Phase 2 (Final PS & E) or terminate the contract.



**ALTERNATIVES**

1. Approve the Agreement for Professional Design Services with RBF Consulting, for the Alessandro Boulevard Median from Indian Street to Perris Boulevard project, authorize the City Manager to execute the Agreement for Professional Design Services with RBF Consulting in the form attached hereto, authorize the issuance of a Purchase Order to RBF Consulting in the amount of \$137,027.00 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 RBF Consulting, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney. *This recommendation will allow for the design of the much needed improvements along Alessandro Boulevard and meet HSIP grant schedule requirements.*
  
2. Do not approve the Agreement for Professional Design Services with RBF Consulting, for the Alessandro Boulevard Median from Indian Street to Perris Boulevard project. *This alternative will delay the design for the much needed improvements along Alessandro Boulevard and will put the HSIP grant monies at risk.*

**FISCAL IMPACT**

The City of Moreno Valley will fund the design and construction with Measure “A” Funds (Fund 125). The HSIP grant will provide reimbursement of up to 90%. There is no impact to the General Fund.

**BUDGETED FUNDS FOR ALESSANDRO BOULEVARD MEDIAN / INDIAN STREET TO PERRIS BOULEVARD:**

Fiscal Year 2011/2012 Budget (Account No. 125.66850) .....	\$900,000
Fiscal Year 2011/2012 Budget (Account No. 125.66851) .....	<u>\$100,000</u>
Total Project Budget.....	\$1,000,000

**ESTIMATED PROJECT COSTS:**

Design Consultant Costs .....	\$137,000
City Design Support Costs .....	\$13,000
Construction and Construction Management Costs .....	<u>\$850,000</u>
Total Estimated Project Costs .....	\$1,000,000

**ANTICIPATED PROJECT SCHEDULE**

Preliminary Engineering and Environmental Clearance Complete .....	October 2012
PS&E Complete .....	December 2012
Receive Caltrans Authorization for Construction .....	April 2013
Award Construction Contract .....	July 2013
Complete Construction.....	December 2013

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The proposed improvements will install a raised median along Alessandro Boulevard between Indian Street and Perris Boulevard, install a traffic signal at Alessandro Boulevard and Covey Quail Lane, and modify the existing traffic signal at Alessandro Boulevard and Perris Boulevard. Staff recommends award of the agreement to RBF Consulting, based on a qualification based selection process.

**ATTACHMENTS**

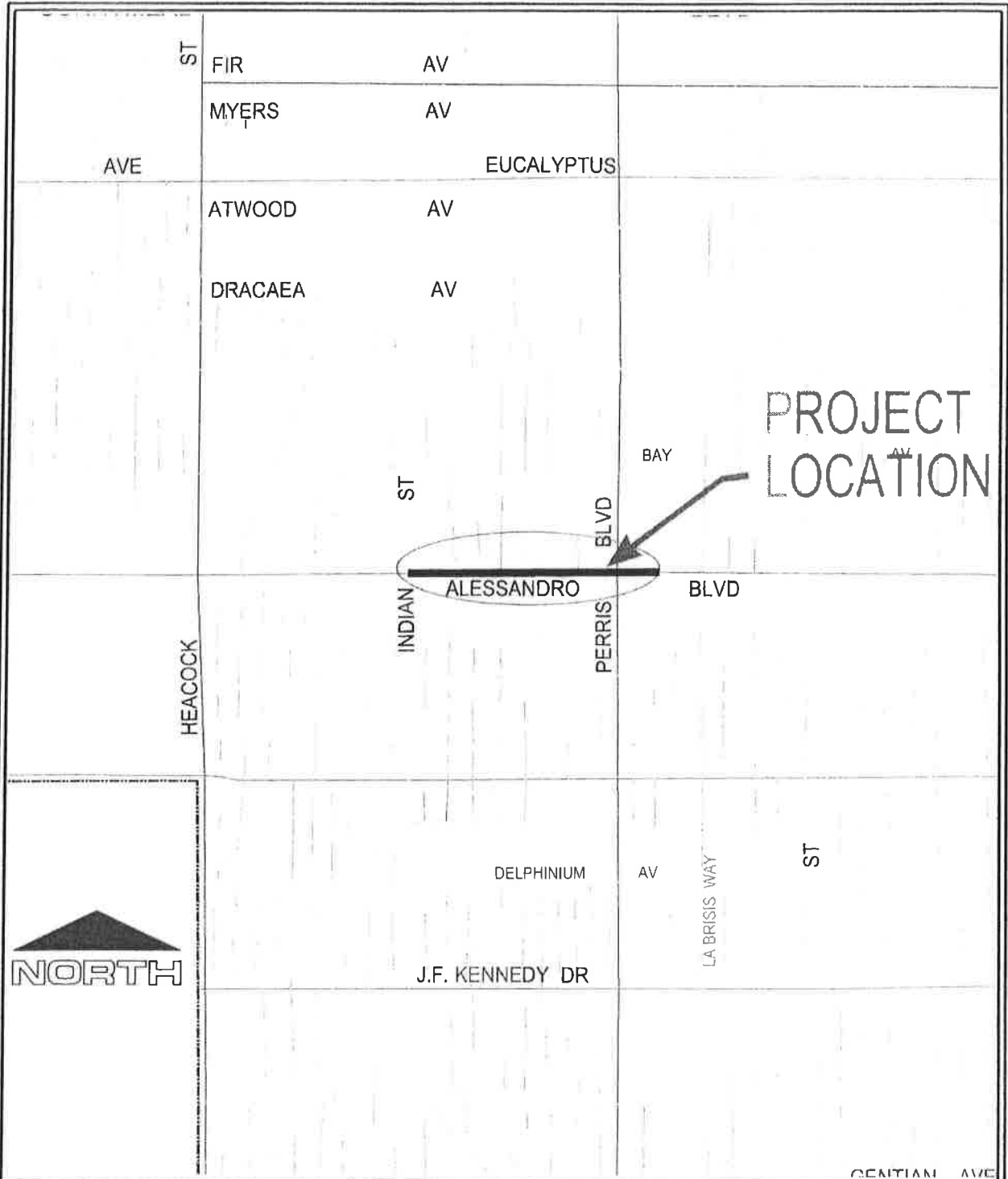
- Attachment “A” – Location Map
- Attachment “B” – Agreement with RBF Consulting

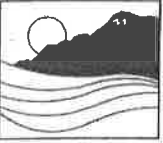
Prepared By:  
Michael Lloyd  
Senior Engineer, P.E.

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:



 <p>MORENO VALLEY</p>	<b>LOCATION MAP</b>	
	Public Works Department Capital Projects Division	FY 2010/2011, CYCLE 4 (HSIP)
	Scale: None	<b>ALESSANDRO BOULEVARD</b>
Cycle 4, No. 1	FROM INDIAN STREET TO 500FT EAST OF PERRIS BOULEVARD	

Attachment "A"

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**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 13-12566851**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and RBF, Consulting, 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. 13-12566851**

**DESCRIPTION OF PROJECT**

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

**ALESSANDRO BOULEVARD MEDIAN FROM INDIAN STREET TO PERRIS BOULEVARD**

**Project No. 13-12566851**

**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 **\$137,027.00** 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 **June 30, 2013** unless the termination date is extended by an amendment to the agreement.

**TIME FOR PERFORMANCE**

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

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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 13-12566851**

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

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

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

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

**SPECIAL PROVISIONS**

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

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 13-12566851**

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

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

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

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

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other



**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 13-12566851**

obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

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

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

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

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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.

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

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

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named

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as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

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

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that

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cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

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

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

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

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

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

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

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either

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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 liabilities of the parties to this Agreement, and shall also govern the interpretation of this

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Agreement. Venue shall be vested in the Superior Court of the State of California, County of  
Riverside.

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

RBF Consulting

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

- Attachments:
- Exhibit "A" – City's Request for Proposal
  - Exhibit "B" – Consultant's Proposal
  - Exhibit "C" – City's Responsibility
  - Exhibit "D" – Terms of Payment
  - Exhibit "E" – Consultant's Schedule
  - Exhibit "F" – Certificate of Consultant
  - Exhibit "G" – Certificate of Local Agency



**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL DESIGN CONSULTANT SERVICES**

**ALESSANDRO BOULEVARD MEDIAN  
FROM INDIAN STREET TO PERRIS BOULEVARD  
PROJECT NO. 13-12566851  
HSIPL-5441(050)**

**I. INVITATION**

Your firm is hereby invited to submit a proposal for professional consultant services for the Alessandro Boulevard Median from Indian Street to Perris Boulevard project.

Four copies (one (1) of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) of your proposal shall be submitted no later than **5:00 p.m., February 23, 2012**, addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Michael Lloyd, Senior Engineer (Contract Administrator).

**II. PROJECT DESCRIPTION**

This project will install a hardscaped raised median along Alessandro Boulevard from Indian Street to approximately 500' east of Perris Boulevard, install a new traffic signal at Alessandro Boulevard/Covey Quail Lane, install ADA compliant pedestrian ramps at Alessandro Boulevard/Covey Quail Lane, install eastbound and westbound dual left turn lanes at Alessandro Boulevard/Perris Boulevard, modify the existing traffic signal at Alessandro Boulevard/Perris Boulevard, install ADA compliant pedestrian ramps at Alessandro Boulevard/Perris Boulevard, and revise signing and striping.

**Background**

Alessandro Boulevard is designated as a Divided Major Arterial with a cross section of 110 feet curb face to curb face and 134 foot right-of-way, also designated as a truck route. To the south of Alessandro Boulevard along the project segment are commercial uses. To the north of Alessandro Boulevard along the project segment are single family residential units with commercial uses at the major intersections.

Along the project segment of Alessandro Boulevard, the roadway is built to its ultimate width curb to curb with a painted median for a majority of the segment. Sidewalk exists on both sides of Alessandro Boulevard. RTA bus route #20 currently has stops along the project segment. A SCAG Compass Blueprint study was recently completed for the Alessandro Boulevard corridor.

No additional right of way is anticipated for the project. Utility adjustments such as adjusting pullboxes to grade may be required.

**III. PROJECT FUNDING AND SCHEDULE**

The Project (planning, environmental, and design) is funded by the Federal Highway Safety Improvement Program (HSIP) under the jurisdiction of Caltrans District 8 Local Assistance

**Exhibit "A"**

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with the City matching funds from Measure A (1/2 Cent Local Sales Tax). It is imperative that all activities associated with this project conform to the Caltrans Local Assistance Procedures Manual, otherwise, funding will be jeopardized.

**SCHEDULE**

The City's tentative schedule is the following:

Proposals due:	February 23, 2012
Award of Consultant Contract:	April 24, 2012
Preliminary Engineering and Design:	May 2012 to December 2012
Advertise for Construction:	April 2013
Award Construction Contract:	July 2013
Construction:	August 2013 to December 2013

**IV. SCOPE OF ENGINEERING SERVICES**

The scope of work consists of three (3) phases. The first phase of the work will be the planning/environmental, the second phase will be the design (PS&E), and the third phase will be the construction support. The work shall be in accordance with the requirements of the Caltrans Local Assistance Procedures Manual, City of Moreno Valley standards, Caltrans standard plans (latest version), and the California Manual on Uniform Traffic Control Devices (latest version).

**A. GENERAL**

**1. Meetings**

As a minimum, the Consultant shall schedule and attend meetings in the planning phase as follows:

1. Kickoff meeting including sub-consultants (if any).
2. Project Development Team (PDT) meetings, monthly.
3. Attend monthly Alessandro Boulevard Median PDT meetings.
4. Environmental Meetings.
5. City Council Meeting/Council Study Session
6. Other meetings as necessary such as, but not limited to, agencies, field reviews, utilities, and meetings with individuals/property owners/business owners.

The Consultant shall schedule, chair, and prepare meeting agendas and minutes for all meetings. The agendas are to be submitted to the City for review five (5) working days before the meeting. The minutes shall be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers

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and E-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to action items.

**2. Schedule**

The project schedule shall be developed by the Consultant for the design and construction utilizing Microsoft Project®. The schedule shall be provided to the City in both digital and hard copy. An updated schedule is to be handed out during the PDT Meetings.

The project schedule shall be divided into tasks and subtasks in full detail including, but are not limited to, City function timeline, critical path, and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to, planning, environmental, design, relevant City Council meetings, Caltrans review, advertising, and construction. The schedule is to indicate anticipated durations for all tasks.

**B. PHASE I – PLANNING, ENVIRONMENTAL, AND CONCEPTUAL DESIGN  
(35% COMPLETE)**

**1. Report of Project Issues**

The consultant shall provide a Report of Project Issues based on the findings of research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- a. The report shall itemize the results of all research and investigation including cataloging the sources of information.
- b. Identify locations of potential conflicts or constraints that may impact the design of the project.
- c. Identify conflicts of potholed underground utilities and overhead improvements.
- d. Identify right-of-way, easement and environmental constraints.

**2. Research of Record Information**

- a. The Consultant shall provide engineering services related to the research and investigation of utility company and agency records to secure all the information required to identify, locate and accurately lay out all underground improvements, easements, centerline, right-of-way and private property lines. The research should include, but not be limited to, utility maps and street improvement plans.
- b. The City will provide copies of available pertinent City records, such as survey ties, benchmarks, street plans, tract and parcel maps the City knowingly has in its possession.

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**3. Environmental**

The environmental procedures shall be in compliance with the Caltrans Local Assistance Procedures Manual (LAPM). The Preliminary Environmental Study (PES) with comments and photographs; Natural Environmental Study (NES); and required maps/documents at a minimum will be submitted to Caltrans. The Consultant shall prepare, submit, and coordinate with Caltrans through final approval of the environmental document on behalf of the City. The City will review all documents before submission to Caltrans.

The Consultant shall ensure complete environmental documents and reports are submitted for review. The Consultant shall address all comments generated by the City and/or Caltrans in order to receive a final approval.

Should the Consultant believe that further environmental study is needed, the Consultant shall meet with City Staff to identify the additional work and applicable resource/regulatory agencies involved. Consultant shall submit the estimated cost and schedule to prepare the additional environmental studies and/or report, permit applications, or other materials to obtain clearance through all applicable agencies for the project.

**4. Surveying and Topographic Mapping**

The Consultant shall perform all surveys necessary for the concept drawings and the design of the project establishing a uniform stationing on all streets, increasing northerly and easterly.

The Consultant shall provide cross-sections at fifty feet intervals on center within the project limits. The cross sections shall be incorporated in the design plans for construction bidding purposes.

The Consultant shall collect field survey data necessary for the design of the proposed improvements along the roadway which shall include the preparation of topographic base mapping through field survey methods. The field survey data shall be compiled to develop a topographic base map of the project area.

Topography shall include, but not be limited to, all features within the right of way and 25 feet beyond. The topography shall extend a minimum of 100 feet beyond the limits along Alessandro Boulevard at the intersections of Alessandro Boulevard/Covey Quail Lane and Alessandro Boulevard/Perris Boulevard.

Field survey information shall also include all features within and around the project area, and the existing roadway profile and pavement limits. The consultant shall perform detailed surveying work, including the tie-out of any and all existing survey centerlines and property corner monuments that could be disturbed and affected by the proposed work.

The survey topography shall be submitted in ASC II format on CD-ROM and a hard copy plot provided using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations, and description key shall be AutoCAD

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Land Development Standard Survey Descriptions only, no other survey description will be allowed.

The Consultant shall indicate on the plans the stationing of all intersections, and the beginning or end of curves. Survey monuments and monument wells shall be noted for preservation and where missing installed per City standards by the Contractor. The setting or marking of the actual monuments setting or marking shall be performed by a land surveyor contracted by the City during or at the end of Construction, and a Record of Survey shall be submitted to the City. These items must be quantified and shown on the Improvement Plans, Specifications, and Estimate. The Consultant shall note that the Construction Contractor shall be responsible for replacing disturbed monuments or ties after construction is completed.

**5. Existing Utilities Research**

The Consultant shall conduct existing utility research for all utilities within the project limits to identify, locate, and accurately lay out all underground improvements.

The Consultant shall determine which utility is to receive notification, address the utility notification letters and provide the City with a copy of the letters. The City will print on City letterhead, mail to the respective utility and provide the Consultant with a copy of the letter and response. The utility letters comprise of first utility notice letter (Preliminary Project Notice) with response form, second utility notice letter (Prepare to Relocate) with response form, third utility notice letter (Notice to Relocate), and fourth utility notice letter (Notice to Relocate Immediately) will be forwarded to the Consultant. The Consultant may also need to call the utility companies, as necessary, until a written response form is received from each potentially conflicting utility.

The Consultant shall positively locate all utilities in accordance with Caltrans policy on High and Low Risk Utilities.

The Consultant shall identify all utilities that could potentially conflict with the planned project, and determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction. The Consultant shall coordinate with the utility companies to schedule the relocation of the utilities prior to the start of construction.

**6. Utility Potholing**

The Consultant shall pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at **no** cost to the City. Potholes shall be repaired per City Standard Plan No. 602D.

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It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control during potholing operation

**7. Right-of-Way**

The Consultant is required to perform basic right-of-way research to ensure any needed right-of-way acquisitions are identified and provide Right-of-Way Certification for Caltrans project clearance for authorization to proceed to construction. The Consultant shall prepare base sheets showing existing property lines with all right-of-way and easement areas, assessor's parcel numbers, addresses, owners and/or types of businesses.

- a. The Consultant shall perform research for all outstanding offers of dedication.
- b. The Consultant shall prepare all documents necessary for temporary construction easements and the City will have the documents executed by the affected property owners. This function must be completed at least thirty (30) days prior to finalizing plans and specifications for bidding purposes.
- c. The Consultant shall identify all utilities that have prior rights.

**8. Preliminary Design (Conceptual Layout Plans, 35%)**

The Consultant shall prepare conceptual layout plans showing the raised median, striping, tentative traffic signal pole locations, and locations for ADA compliant pedestrian access ramps. See **Exhibit "A"** for General Design Submission Requirements.

**9. Submittals**

- a. The Consultant shall submit five (5) sets of bond copies of the preliminary design drawings with each submittal for checking by the City, along with the previous red-lined check prints. The Consultant shall perform quality control on all submittals. The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant.
- b. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.
- c. The Consultant shall directly submit to **each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict.** The Consultant shall coordinate with the utilities for planning the relocation of their facilities if required. The City shall supply the Consultant with the required format for the utility notice in a Microsoft Word format.

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- d. The City shall be provided with a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.
- e. Consultant shall submit all necessary PES documentation to the City for initial review. Upon City review and addressing any comments, the Consultant shall submit the PES and supporting documents to Caltrans District 8, DLAE for review. The Consultant shall address all Caltrans comments in order to receive final approval and findings are made.

**C. PHASE II – DESIGN (PS&E)**

Work on this phase shall not commence until the completion of Phase I and written authorization to proceed from the City. Any work performed prior to authorization by the City cannot be billed by the Consultant and will be subject to rework at the Consultant's expense based upon approvals granted during Phase I work. The design shall perform all the work involved for providing documents, plans, specifications, and estimates for the improvements. The design shall conform to requirements of the City of Moreno Valley, Caltrans LAPM, Caltrans standard plans (latest version), and CAMUTCD (latest version).

**1. Improvement Plan Preparation**

The Consultant shall design a hardscaped raised median along the project segment, a new traffic signal at Alessandro Boulevard/Covey Quail Lane, ADA compliant pedestrian access ramps at Alessandro Boulevard/Covey Quail Lane, eastbound and westbound dual left turn lanes at Alessandro Boulevard/Perris Boulevard, a traffic signal modification for Alessandro Boulevard/Perris Boulevard, ADA compliant pedestrian access ramps at Alessandro Boulevard/Perris Boulevard, and revised signing and striping. The striping is to extend a minimum of 100 feet beyond the construction limits.

The street improvement plans and striping plans shall be in accordance with the current City of Moreno Valley standard plans or standards approved by the City Engineer. Existing utilities shall be indicated in plan view. These plans shall be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and shall consist of:

- a. **Title Sheet** – include title sheet per City Standard Plan 710.
- b. **Detail/Typical Cross Section Sheets** - include typical sections and other details as required
- c. **Roadway Improvement Plans** - includes plans for the proposed raised median and ADA compliant pedestrian access ramps which includes all necessary removals and repairs to the existing AC pavement and PCC sidewalks, etc. Plans shall provide roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format with details as necessary. All existing surface improvements, driveways, curbs, gutters, cross gutters, sidewalks, access ramps landscaping, bus stops, utility facilities, street lights, traffic loops, traffic signal equipment, signs, catch basins and other storm drain facilities, right of way and lot lines, and all other surface features that could be affected by the new construction shall be

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included in a half-tone or dashed background format to distinguish them from the new improvements.

- d. **Traffic Signal Plans** – includes plans for the new traffic signal at Alessandro Boulevard/Covey Quail Lane and the modified traffic signal at Alessandro Boulevard/Perris Boulevard. Preparation of the new traffic signal plans for Alessandro Boulevard/Covey Quail Lane shall require coordination with SCE for electrical service design. The traffic signal plans shall include eight phase controllers with bicycle logic, emergency vehicle pre-emption, traffic signal interconnect, battery back-up, pedestrian and bicycle push buttons, poles and pole foundations designed to a wind velocity of 100 MPH or greater, adequate storage for left turn lanes, and any other improvements necessary for the new traffic signal and/or traffic signal modification as directed by the City. The plans shall show lane dimensions, signal pole and push button pole placements, controller and power meter cabinet placements, conduit runs and hand holes or pullbox placements, lane channelization, detection loop placement, circuitry and conductor schedules, signal pole and mast arm schedules, phase schedules, schedules for signal heads, schedules for loop detectors, signal pole location details, emergency vehicle pre-emption details, and all other notes, schedules, details and/or drawing components required for complete traffic signal construction plans.
- e. **Signing and Striping Plans** – includes existing and proposed access ramp locations and types, curbs, driveways, existing and proposed striping (including striping upstream/downstream of the project segment that may be affected by the project), crosswalks, traffic lane widths, existing and proposed traffic signal loop detectors, and existing and proposed signing (including signs upstream of the project segment that may be affected by the project).
- f. **Cross Sections** - includes roadway cross sections based on the previously prepared field survey at 100-foot intervals showing the proposed street improvements.

**2. Deliverables**

The design deliverables shall include, but not be limited to (See **Exhibit "A"** for General Design Submission Requirements): Providing Improvement Plans ink on Mylar ready for advertising and bidding, along with Specifications (including appendices), and a complete Estimate, all wet seal stamp and signed by a licensed California Civil Engineer. The design shall be in compliance with current Federal Americans with Disabilities Act (ADA) and State Title 24 requirements, whichever is more restrictive. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during design, bidding and construction; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings, including the pre-construction meeting.

The Consultant shall monitor quality on all deliverables, calculations, and other work products. The Consultant shall prepare a Quality Control Plan for use on the project,



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and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task, but shall be included as part of project management.

The Plans, Specifications, and Estimate must conform to the City of Moreno Valley's standards and practices. The Consultant shall provide clear, concise, and complete plans and profiles which shall include, but are not limited to, the following items: project title; vicinity (location) map; title blocks; north arrows; scales 1"=20' for bridge and roadway improvements, nothing precludes the requirement to have drawings at a larger scale or larger scale for details); general notes; construction notes; construction legend; telephone numbers of utilities and other affected agencies and businesses; details; centerline profile; future north and south curb line profiles; existing improvements; power poles; driveway approaches; edge of pavement, water service relocation and/or installation; sewer manhole lid and water valve lid adjustment; pedestrian ramps; painting of traffic stripes and thermoplastic legends; signs; traffic signal; traffic loops (if any); curb returns; details of private improvements to be constructed, reconstructed, or relocated, such as driveways, fences, gates, irrigation systems, trees and landscaping; overhead utility lines; and other details that are of benefit to the design of the project.

- a. All drawings shall be prepared with AutoCAD Land Development software or design software that is compatible with the Land Development software approved by the City. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36") Mylar sheets. The final plans shall be signed by a Civil Engineer registered in the State of California. No "stick-ons" will be allowed. The originals and the electronic data of these drawings are to be considered to be the property of the City at all times, and shall be submitted to the City, along with a CD-ROM disk in AutoCAD Land Development format upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.
- b. The Consultant shall prepare driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended to the garage or as required for a transition to the existing driveway.
- c. Cross sections are considered necessary to properly and accurately design the improvements and to accurately establish the earthwork volumes and extent of construction or reconstruction beyond the right-of-way lines onto private property, where and if necessary. Cross sections shall be at fifty foot (50') maximum intervals drawn on twenty-four inch by thirty-six inch (24" x 36") Mylar and shall be included with the bid set. The cross section shall be computer generated using AutoCAD Land Development software or compatible software. The cut and fill quantities shall be computer generated and shall be included with the cross sections. The cross sections shall be provided to the City at the 35% Conceptual Design, 65%, 100%, and final submittal. Hand drafting of cross sections will not be allowed.
- d. AutoCAD DRAWINGS

The topography map will be set up with the following guidelines:

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- i. Drawing scale is 1" = 20'.
- ii. Lettering style shall be Complex and sizes will correspond to standard Leroy Scales (i.e. 80,100, 120, 140...500). City Title Block will be used.
- iii. The following is a table of items that shall be placed on designated layers as shown:

<b>Description</b>	<b>Layer</b>	<b>Color</b>
Points	POINTS	White
Point numbers	PNTS	Red
Point elevations	ELEV	Red
Point descriptions	DESC	Red
Contours	INTER	Brown
Index contours	INDEX	Yellow
Topography	TOPO	Yellow
Text	TEXT	Cyan
Centerline	CL	White
R/W	RW	Green
Curb and gutter	CG	White
Sidewalk	SW	White

- iv. The following is a table of Standard Survey Descriptions that shall be used on all survey-related work. Use a Z (code) for any shots **not** at ground surface i.e., use Z10 for top of fire hydrant.

\*\* Input sequence number, space, description

<b>Input #</b>	<b>Item</b>	<b>Input #</b>	<b>Item</b>
01	Centerline	38	Transformer
01M	Centerline Monument	39	C.L. Improvement
01C	Control Point	40	A.C. Speed Bump
02	Mailbox	41	Wood Guard Rail
03	Water Meter	42	A.C. Bike Path
04	Power Pole	43	Curb
05	Gut Wire	44	Traffic Signal Box
06	Gate Valve	45	Concrete Apron
07	Fence	46	Concrete Slab
08	Tree	47	Concrete Rip Rap
09	Pedestal	48	Yellow Stripe
10	Fire Hydrant	49	White Stripe
11	Edge of Pavement	50	Delineator
12	Driveway	51	Landscape Area
13	Sewer Manhole	52	Block Wall
14	Utility Manhole	53	Top Asphalt
15	Utility Mark	54	Face of Curb (1/2" wide)
16	Sign	55	Gutter
17	Curb and Gutter	56	Street Light
18	Vertical Curb	57	Edge of Gravel

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<b>Input #</b>	<b>Item</b>	<b>Input #</b>	<b>Item</b>
19	Asphalt Curb	58	Air Vac
20	Toe of Asphalt Curb	59	Drop Inlet
21	Top of Asphalt Curb	60	Toe of Dirt Berm
22	Flow Line of Culvert	61	Top of Dirt Berm
23	Miscellaneous	70	Temp. Storage Area
24	Walks	71	Stl. Conc. Guard Post
25	Bushes	72	Pump
26	Shrubs	73	Canopy Post
27	Gas Line Main	74	Curb Flush w/A.C.
28	Gate	75	Oil Riser
29	Water Line Main	76	Water Riser
30	Toe of Slope	77	Build. Corner
31	Top of Slope	78	Temp Storage Build.
32	Planter	79	Concrete Swale
33	Sprinkler Head	80	Eroded Undermined
34	Edge of Travel Way	81	Conc. Expansion Joint
35	Gas Valve	82	Head Wall
36	Transformer		
37	Ground Shot		

Other layers may be used; however, the layer should be named to correspond with the item referenced on that particular layer.

- e. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word, Windows 2000 format. The City will be responsible for compiling the Project Specification. The Consultant will provide a write up for the project specific scope of work in the Technical Specifications and provide special Technical Provisions beyond the City's standard Technical Provisions. The Specifications shall be signed by the consultant Civil Engineer registered in the state of California that is complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the project, except for striping and traffic signs. The technical portion of the Caltrans Standard Specifications will be used for the striping and traffic signs.

Technical Provisions for the bridge improvements based upon Caltrans Standard Specifications dated, 2006 (latest imperial units' specifications) and the latest Caltrans Standard Special Provisions shall be incorporated into the City's bid documents.

Specifications for the project shall conform to the most recent applicable standards and specifications from:

- a. City of Moreno Valley
- b. Standard Specifications for Public Works Construction (*Greenbook, current edition*)

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- c. State of California Transportation Department Standard Specifications and Standard Plans (latest version)
- d. The consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

**3. Submittals to City, Agencies, Utilities, Etc.**

- a. The Consultant shall submit five (5) sets of bond copies of the design drawings with each submittal for checking by the City, along with the previous red lined check prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Submittals shall be 35% Conceptual, 65%, 100%, and final.
- b. The Consultant shall submit three (3) sets of quantity calculations with each submittal for checking by the City, along with the previous checked calculations.
- c. The Consultant shall submit two (2) sets of the contract documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- d. **The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the Plan checking process.**
- e. The Consultant shall submit five (5) sets of bond copies of cross sections along with each submittal of the design drawings for Plan checking. One (1) reproducible and four (4) bond copies sets of cross sections shall be submitted along with the final submittal of the design drawing.
- f. The Consultant shall directly submit to **each utility company a final set of Plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict.** The Consultant shall coordinate with the utilities for relocation of their facilities if required.
- g. The City shall receive a copy of all correspondence, transmittals, submittals, and letters sent to utilities and agencies regarding the project.

**4. Final Estimate of Quantities and Cost**

The Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by the Consultant and approved by the City.

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- a. The estimated items of work with quantities shall include but not be limited to: itemizing all removals, relocations, PCC sidewalk, PCC curb & gutter, PCC pedestrian access ramps, median hardscape, traffic signal poles, traffic signal equipment, traffic signal wiring, aggregate base, Asphalt Concrete (AC) paving, survey monument wells, SWPPP preparation, painting of pavement legends & striping, signs, traffic control, raised pavement markers, and project signs. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs. The engineer's estimate shall be prepared and submitted on the City's estimate form.
- b. The Consultant will be required to periodically submit updated preliminary cost estimates as design progresses.
- c. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities. Computations showing estimated quantities and costs for each location of work as well as the sum totals shall be submitted to the City for review along with a set of plans showing items of work with quantities on each sheet. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

**5. Reproduction of the Design Drawings and Contract Documents**

The City will have copies of the design drawings and Contract Specifications reproduced for bidding purposes.

**6. Questions During Bidding And Pre-Construction Meeting**

The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process. The Consultant shall assist the City, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

**D. PHASE III – CONSTRUCTION**

**1. Pre-Construction Meeting and Contractor Submittal Reviews**

The Consultant shall attend the Pre-construction Meeting and answer questions regarding the Technical Provisions and the design drawings during the meeting. The Contractor will be required to submit a SWPPP and traffic control plan prior to commencing construction. The Consultant shall review the submittals and provide comments to the City. A minimum of two reviews are typical.

**2. Construction**

A. Questions During Construction

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The Consultant shall be available to review design change request and assist the City in issuing Contract Change Orders. A line item shall be included in the proposal for design change request during construction.

The Consultant shall be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Contract Change Orders regarding omissions or conflicts in the design, at no charge to the City.

**B. Preparation of As-Built Drawings**

The Consultant shall incorporate all redline comments prepared by the Contractor and project inspector on the signed design Plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. The Consultant shall attach hanging file tabs to the Mylar as-built drawings. A line item shall be included in the proposal for as-built drawings.

**C. GASB 34 Documentation**

The Consultant shall submit GASB 34 documentation in the City's format along with the as-built drawings. A line item shall be included in the proposal for GASB 34 documentation.

**D. Owner Of Original Drawings, Documents And Other Information**

The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk.

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

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

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, indemnification 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 significant role in the delivery of this project.

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- 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 Consultant Project Manager's qualifications, track record and relevant experience.
- D. **Staffing Plan:** Discuss staffing plan, 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 each phase/deliverable for this project, including various independent plan check reviews and 95% plan biddability/constructability/claims avoidance reviews.
- 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:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services (a sample of the Agreement is attached as **Exhibit "B"**) for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. **The Statement must include that the Consultant will be able to execute the City standard agreement without any modifications.**
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles,

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addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

- F. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project preliminary engineering and design phase schedule are required of both the primary consultant, as well as any sub-consultant. For the construction support services Consultant is not required to provide a Project Schedule with milestones.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.

- H. A statement that all charges for Consultant (design services) is a "Not-to-Exceed Fixed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- I. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Fee Proposal submittal.** All extra work will require prior approval from the City.
- L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.



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

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,

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requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the City may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require a Proposer to utilize DBEs as a condition of award. Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

- S. Complete Disclosure of Lobbying Activities (Form LLL – see attached).
- T. Complete Proposer's List of Subconsultants (DBE and Non-DBE) – Parts I and II.
- U. The Consultant shall provide its complete name and address, including whether Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where Consultant's work will be available for inspection by local agency and State representatives.

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

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

**VII. FEDERAL EMPLOYEE BENEFIT**

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

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

**VIII. PAYMENT TO CONSULTANT**

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans LAPM, as follows: The Consultant is paid based on the work performed.
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

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D. The City will pay the Consultant for work completed at the completion of the defined milestones. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:

1. Report of Project Issues complete.
2. Environmental Clearance obtained.
3. "Phase 1, 35% Level Completion" is complete.
4. "Phase 2, 65% Level Completion" is complete.
5. "Phase 2, 95% Level Completion" is complete.
6. "Phase 2, 100% Level Completion" is complete.
7. Project Bidding and Construction Support on a monthly basis.
8. Any other additional authorized work on a task successfully completed and accepted basis.

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

- E. Milestone invoice payments and where applicable monthly invoices will specifically identify job title, person-hours, and costs incurred by each task or it will be rejected and asked to be re-submitted.
- F. Sub-categorization of tasks is permitted to better define the task for payment.
- G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."
- H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- J. 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.
- K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

**IX. INSURANCE**

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

	<u>GENERAL LIABILITY</u>	
Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

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

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$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 Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, 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.

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

**X. INDEMNIFICATION**

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District and Riverside County Flood Control and Water Conservation District, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA and CDS, their officers, agents or employees.
- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.
- C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the 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

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

**XII. INDEPENDENT CONTRACTOR**

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

**XIII. CONTRACT**

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

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

**XIV. GENERAL CONDITIONS**

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

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

B. The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

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- D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

**XV. OTHER REQUIREMENTS**

The following requirements are mandatory:

- A. The Agreement may be subject to pre-award audit by the Department, which is estimated to take a minimum of thirty (30) calendar days from the time the Department receives the pre-award audit submittal. After the pre-award audit recommendations are received (if necessary), the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.
- B. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- C. The Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to City, State, and the Federal Highway Administration at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to City, State, and the Federal Highway Administration. Such records shall be maintained by the Consultant for three (3) years following receipt of final payment.
- D. Cost Principles – Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- E. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**REQUEST FOR PROPOSAL FOR  
PROFESSIONAL DESIGN CONSULTANT SERVICES  
PROJECT NO. 13-12566851**

- F. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
- G. Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented employees under current State Department of Personnel Administration rules listed in the Caltrans Travel Guide.

**XVI. SELECTION CRITERIA**

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- C. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

**Exhibits/Attachments (incorporated by reference):**

Exhibit "A" – General Design Submission Requirements

Attachment "A" – Location Map

Attachment "B" – City Standard Consultant Agreement (no changes to this agreement will be allowed)

Attachment "C" – Exhibit 10-F Certification of Consultant, Commissions & Fees

Attachment "D" – Exhibit 10-G Certification of Local Agency

Attachment "E" – Exhibit 10-I Notice to Proposers DBE Information

Attachment "F" – Exhibit 10-P Nonlobbying Certification for Federal-Aid Contracts

Attachment "G" – Exhibit 12-E Debarment and Suspension Certification

Attachment "H" – Exhibit 15H UDBE Information – Good Faith Efforts



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PROFESSIONAL DESIGN CONSULTANT SERVICES  
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Exhibit "A"

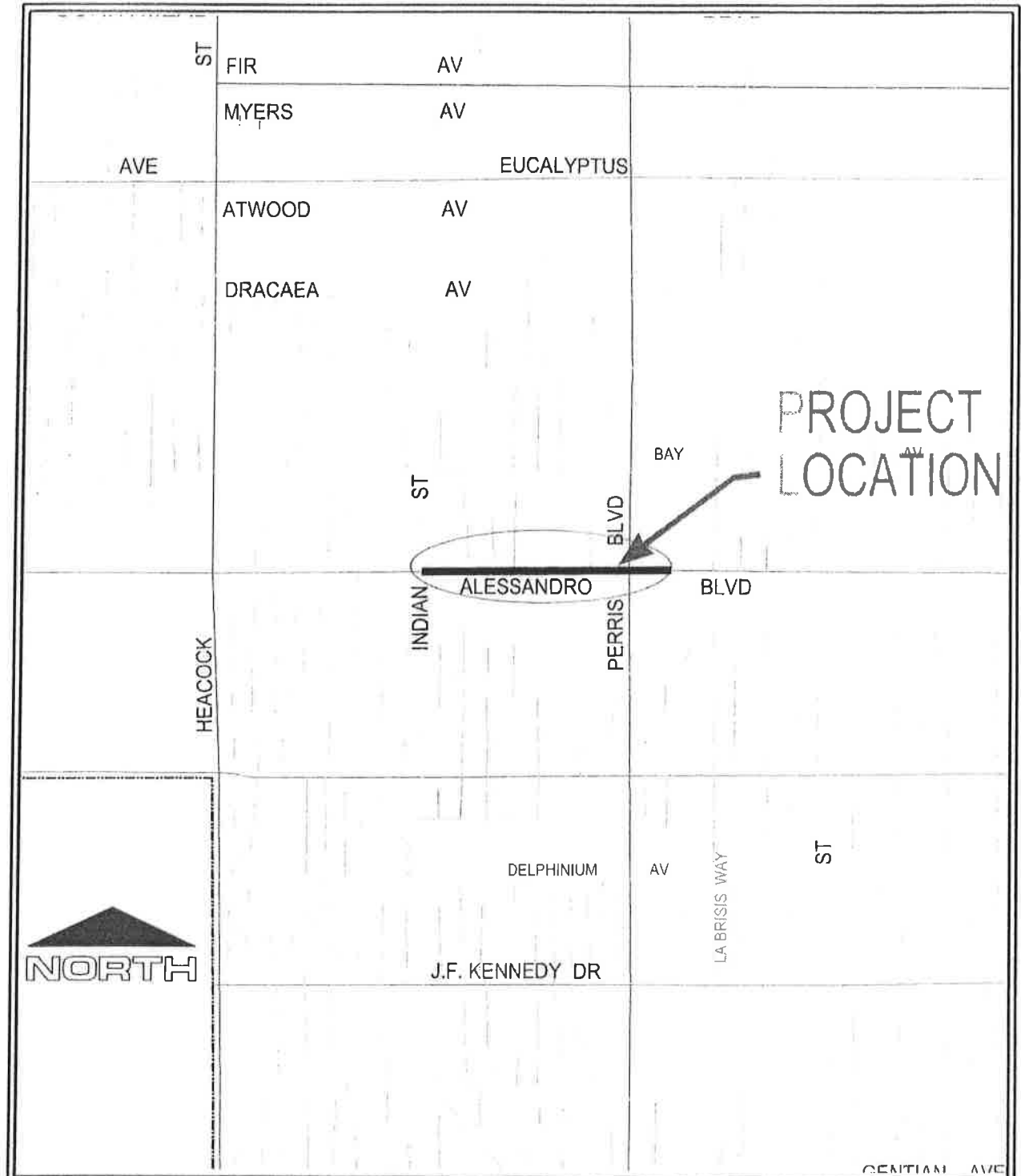
General Design Submission Requirements

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Complete supporting plans and estimates for Report of Project Issues; complete Special (Technical) Provisions outline; resolve alternatives and alignment issues; identify preliminary right-of-way and easement needs; complete environmental documentation; and obtain all environmental approvals.
  - Basis for design are established and preliminary level design (foot print) is frozen. There are either few or no more basic design changes.
  - Initial plan review by all city departments, utility companies, and other associated agencies is complete.
  - As necessary, public meetings have taken place and the concept is established and approved.
  - City client departments have signed-off on the design.
  - City's Drawing standards are to be used.
  - Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
  - Surveys are completed and boundaries established on plans.
  - Horizontal and Vertical alignments are established on plans.
  - Curb/gutter lines to centerline dimensions are shown on plans.
  - Intersection and corner radius information is shown on plans.
  - Parcel delineation, with site address and Assessors Parcel Number, are shown on plans.
  - Special (Technical) Provisions outline is established and is based on City's boiler format.
  - Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
  - Design Schedule, with required critical path, is approved.
  - Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
  - Utilities initial investigation is complete and tracked using a utility response matrix.
  - First meeting with utility companies has taken place and all are on-board, if necessary.
  - Proposed utilities' connections/improvements, etc., are essentially agreed upon.
  - Existing utilities to be relocated, to be abandoned, and/or re-routed are established and agreed upon.
  - Meeting with all other interested parties, such as fire and police, etc., have taken place.
  - All preliminary right-of-way and easement needs are shown and analyzed, and ownership is investigated.
  - Required Environmental Document is complete and approved.

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2. **65 % Level Completion:** Resolve right-of-way issues, if any; complete detailed street, traffic signal, and signing and striping design; complete project specific plans improvements.
  - Overall Design progress must be at a level that was established in the critical path.
  - Horizontal and Vertical alignments are complete.
  - Draft Specifications, including General Provisions and Special Provisions, are complete.
  - Complete Engineer's Estimate reflecting 65% complete level design work effort.
  - 2<sup>nd</sup> inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
  - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
  - Follow-up meetings with utility companies, if necessary, have taken place.
  - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
  - SCE electrical service design for the new traffic signal is incorporated into the design.
  - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.
  
3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
  - All design documents (PS&E) are essentially complete as if ready to bid.
  - PS&E is ready to submit for review.
  - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
  - Liquidated damage calculation is complete.
  - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
  - 3<sup>rd</sup> inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
  - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
  - Ready for biddability, claim avoidance, and constructability reviews.
  - All right-of-way and easement documents have been obtained, or are in the final process of being obtained.
  
4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
  - PS&E is ready for signature.
  - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
  - Project is ready for advertisement.
  - All available and applicable permits have been received.
  - Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
  - All right-of-way and easement documents have been obtained.



<p>MORENO VALLEY</p>	<b>LOCATION MAP</b>	
	Public Works Department Capital Projects Division	FY 2010/2011, CYCLE 4 (HSIP)
	Scale: None	<b>ALESSANDRO BOULEVARD</b>
Cycle 4, No. 1	FROM INDIAN STREET TO 500FT EAST OF PERRIS BOULEVARD	

Attachment "A"

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 13-12566851**

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

**RECITALS**

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

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

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

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

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

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

Attachment "B"

**AGREEMENT FOR PROFESSIONAL  
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**DESCRIPTION OF PROJECT**

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

**ALESSANDRO BOULEVARD MEDIAN FROM INDIAN STREET TO PERRIS BOULEVARD**

**Project No. 13-12566851**

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

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

**TERM OF AGREEMENT**

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

**TIME FOR PERFORMANCE**

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

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

*OR*

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

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

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

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

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

**SPECIAL PROVISIONS**

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant

**AGREEMENT FOR PROFESSIONAL  
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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 to pay any subconsultant for services rendered on the Project.

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

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

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this

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indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

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

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

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any 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



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

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

GENERAL LIABILITY

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

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

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

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

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, MVHA and CSD against any loss, claim, or damage arising from any injuries or

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occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

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

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(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

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

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

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

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) 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 FOR PROFESSIONAL  
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Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

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

**AGREEMENT FOR PROFESSIONAL  
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delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

Consultant Name

BY: \_\_\_\_\_  
Department Head/Mayor/City Manager/FASD  
(Select only one please)

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

TITLE: \_\_\_\_\_  
(President or Vice President)

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

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

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

CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT "C"**



## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$\_\_\_\_\_.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City upon completion of the defined milestones for progress payments along with documentation evidencing services completed to date. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:
  1. Report of Project Issues complete.
  2. Environmental Clearance obtained.
  3. "Phase 1, 35% Level Completion" is complete.
  4. "Phase 2, 65% Level Completion" is complete.
  5. "Phase 2, 95% Level Completion" is complete.
  6. "Phase 2, 100% Level Completion" is complete.
  7. Project Bidding and Construction Support on a monthly basis..
  8. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's

### EXHIBIT "D"

determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zarat@moval.org or calls directed to (951) 413-3131.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
[http://www.moval.org/city\\_hall/forms.shtml#bf](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.

Exhibit 10-F Certification of Consultant, Commissions & Fees

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Distribution:** 1) Local Agency Project File ( original & Contract)  
2) DLAE (copy)

Exhibit 10-G Certification of Local Agency

**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the \_\_\_\_\_ of the  
\_\_\_\_\_ (local agency) \_\_\_\_\_, and that the consulting firm of  
\_\_\_\_\_, or its representative has not been required (except  
as herein expressly stated), directly or indirectly, as an express or implied condition in connection  
with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Distribution:** 1) Local Agency Project File ( original & Contract)  
2) DLAE (copy)

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION****LOCAL AGENCY LETTERHEAD  
(DATE)****NOTICE TO PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE  
INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of \_\_\_\_\_%

OR

The Agency has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. 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 Contractor 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.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### 3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

### 4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
  - B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
    - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
    - Click on *Search for a DBE Firm* link
    - Click on *Access to the DBE Query Form* located on the first line in the center of the page
    - Searches can be performed by one or more criteria
    - Follow instructions on the screen
  - C. How to Obtain a List of Certified DBEs without Internet Access
  - D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>
- 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**
- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
  - B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- 7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
  - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
  - D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
  - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
  - F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.



**EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (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, or 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 of Lobbying Activities," in accordance with its instructions.

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.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**ATTACHMENT E DEBARMENT AND SUSPENSION CERTIFICATION**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**EXHIBIT 15-H UDBE INFORMATION —GOOD FAITH EFFORTS**

**UDBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names, addresses and phone numbers of firms selected for the work above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

# Alessandro Boulevard Median

from Indian Street to Perris Boulevard  
Project No. 13-12566851 HSIPL-5441(050)



Proposal | Professional Design Consultant Services



Exhibit "B"



## Mission Statement

Make the world a better place through the application of the principle of sustainable development by providing professional design services that enhance the quality of life and the environment.

Provide development, infrastructure, planning and environmental services to public and private sector clients in local, regional and global markets.

Lead as professionals specializing in planning, design and construction.

Look forward to the future with a commitment to building opportunities and value for our clients and ourselves.



February 23, 2012

JN 10-108571.999

City of Moreno Valley  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: Michael Lloyd, P.E., Senior Engineer (Contract Administrator)

**RE: Proposal for Design Consultant Services: Alessandro Boulevard Median (Indian Street to Perris Boulevard)  
Project No. 13-12566851, HSIPL-5441(050)**

Dear Mr. Lloyd:

**RBF Consulting**, a Company of Michael Baker Corporation, (RBF) is one of the largest engineering, design and construction management firms in the Nation. From RBF's beginning in 1944 in southern California, the company has grown to a full service consulting firm with more than 3,200 professionals nationwide and a team of 526 professionals in 16 offices within the western United States. The combined resources serve local, national and international markets, with the capability to provide a comprehensive range of services on a national scale for all sizes and categories of projects. Expertise includes transportation and traffic engineering, water and wastewater engineering, civil, structural, mechanical, and electrical engineering; architecture, landscape architecture; environmental; survey/mapping; GIS and construction management. RBF has been serving the Inland Empire from our Ontario office since 2002.

***Why select RBF Consulting for this project?***

- RBF's Project Manager, **Brian Anderson, P.E.** has 26 years of experience designing transportation facilities;
- **Tim Haile, P.E.**, has been working with Caltrans and is the Caltrans District Local Assistance liaison;
- RBF has been providing engineering services to the City of Moreno Valley since 2002 on various sidewalk, street rehabilitation, and traffic engineering projects;
- RBF staff is qualified and eager to continue our relationship with the City of Moreno Valley;
- RBF is a well established and stable firm with a history of completing similar projects;
- RBF staff has exceptional experience providing services to municipal clients and Caltrans, including environmental documentation;
- RBF will utilize an expert, **Cogstone** (Paleontology-Archaeology-History), in preparing compliance. RBF has a working relationship with them and have successfully collaborated on the Mojave Water Agency Ground Water Replenishment Project, and Victoria Avenue Underground Project;
- RBF staff has traffic data for Alessandro Boulevard from an ongoing project.

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ FAX 949.472.8373

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



The proposal is contained in the following sections and page numbers.

<b>Table of Contents</b>	
<b>Cover Letter</b>	
<b>Table of Contents</b>	
<b>Section A:</b>	<b>Project Understanding..... 1</b>
<b>Section B:</b>	<b>Approach and Management Plan ..... 3</b>
<b>Section C:</b>	<b>Qualifications and Experience ..... 7</b>
<b>Section D:</b>	<b>Staffing Plan ..... 8</b>
<b>Section E:</b>	<b>Work Plan and Schedule..... 9</b>
<b>Section F:</b>	<b>Quality Control and Assurance ..... 15</b>
<b>Section G:</b>	<b>Additional Relevant Information ..... 16</b>
	<b>Letters of Commendation</b>
<b>Section H:</b>	<b>Statements of Understanding and Required Forms ..... 17</b>
	<i>Disclosure of Lobbying Activities (Form LLL)</i>
	<i>Complete Proposer's List of Subconsultants (DEB and Non-DBE) Part I and II</i>
<b>Cost Breakdown (Provided in separate sealed envelope)</b>	

We have thoroughly reviewed the City's RFP and have included assurances and statements of understanding in Section H of the Proposal. We acknowledge receipt of Addendum No. 1. We encourage you to contact our client references to verify our qualifications and client services approach. Please feel free to contact me at (949) 330-4145 or [banderson@rbf.com](mailto:banderson@rbf.com) should you have any questions regarding our proposed scope of services or fee.

Respectfully submitted,



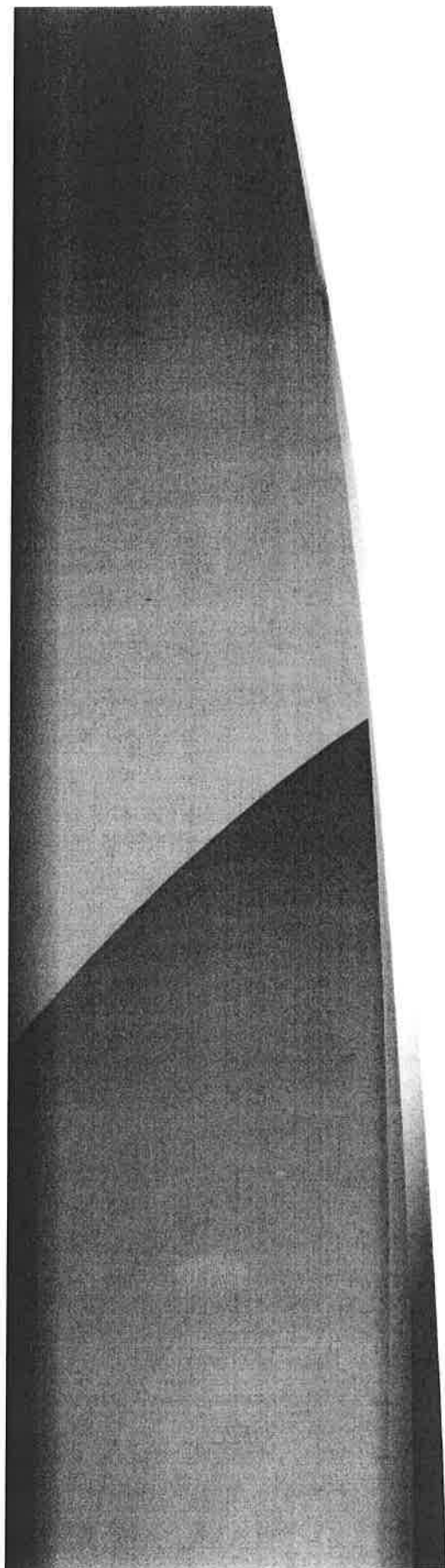
Gary Miller, P.E.  
Vice President, Transportation/Public Works  
Principal in Charge



Brian Anderson, P.E.  
Senior Associate | Project Manager



## **Section A: Project Understanding**



## SECTION A – Project Understanding

### Planned Improvements

The City of Moreno Valley is requesting a proposal from a qualified engineering firm to provide Professional Engineering Services for the design of a raised median within Alessandro Boulevard from Indian Street to approximately 500 feet east of Perris Boulevard; install a new traffic signal and ADA pedestrian ramps at Alessandro Boulevard and Covey Quail Lane; install eastbound and westbound dual left turn lanes at Alessandro Boulevard and Perris Boulevard intersection; modify the existing traffic signal and install ADA compliant pedestrian ramps at Alessandro Boulevard and Perris Boulevard intersection; and revise the signing and striping to accommodate these improvements.

### Research and Existing Conditions

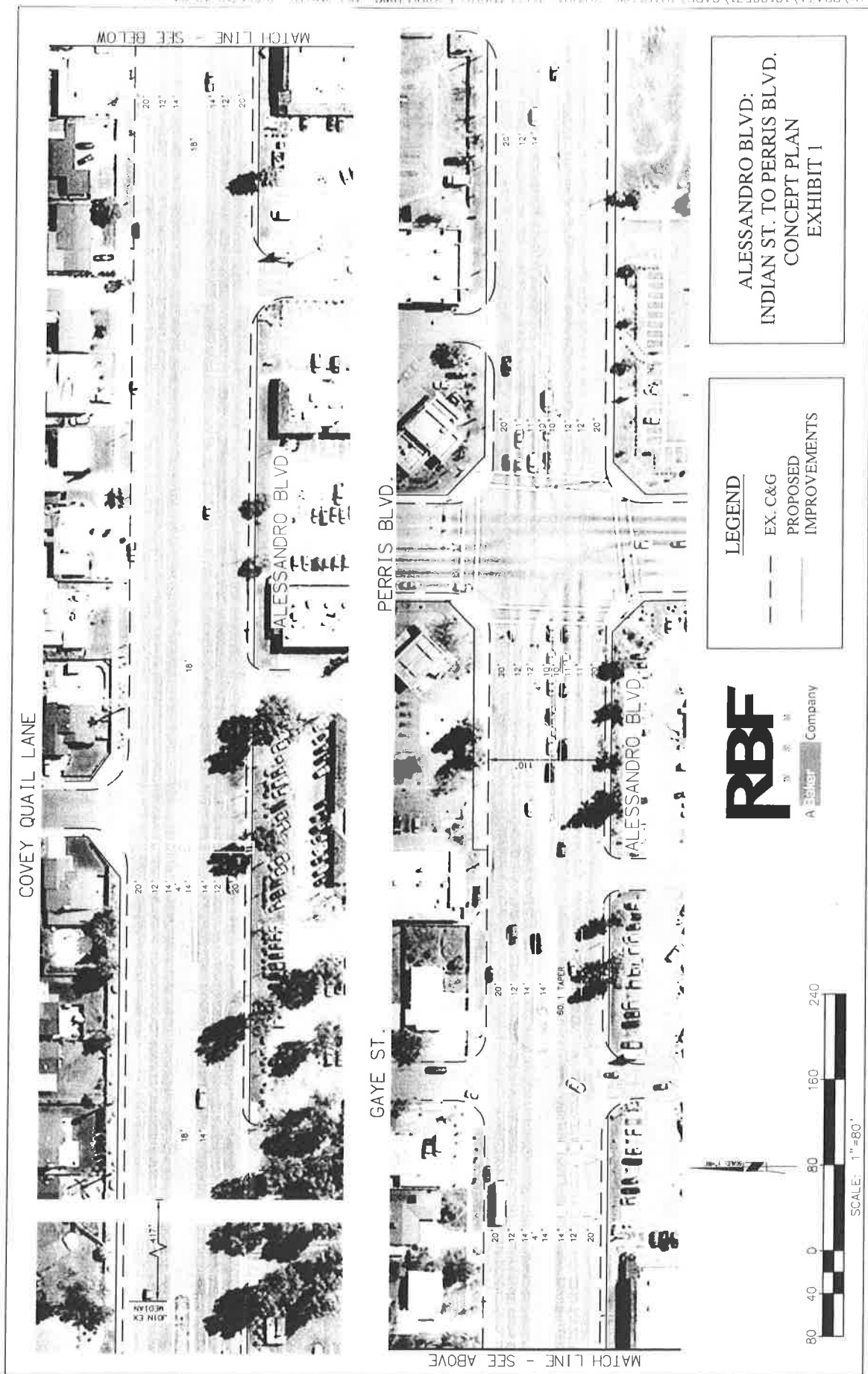
In order to gain a complete understanding of the proposed project, the RBF Team has reviewed the Request for Proposal, reviewed the SCAG Compass Blueprint report, studied aerial photography, and performed a site-specific field walk of Alessandro from Perris Boulevard to Indian Street. The principal objective of this project is to address traffic safety by limiting multiple cross-traffic operations from adjacent residential and commercial/retail business traffic.

The project has been funded under federal Highway Safety Improvement Program (HSIP) funding as a safety improvement project to address traffic collisions on this segment of the highway. The existing Alessandro Boulevard is designated as a Divided Major Arterial with a roadway cross-section of 110 feet curb face to curb face and a 134 feet right-of-way. The current median is striped to allow traffic to turn-left into either the Commercial businesses properties, located along the south side of Alessandro Boulevard, or into the single family residents along the north. A raised median is currently provided to channelize left turn movements at the intersections of Alessandro/Perris Boulevard and at Alessandro Boulevard/ Indian Street. In addition, a channelized left turn lane has been provided at the intersection of Gaye Street and Alessandro Boulevard to allow westbound traffic to enter the main commercial drive approximately 485 feet west of Alessandro/Perris Boulevard intersection. Based on the information from the Request for Proposal, these channelized turn lanes shall remain and proposed median improvements will either join or modify the current turn lane configurations. The Alessandro/ Perris Boulevard left turn pocket will be modified to allow dual turn lanes in the eastbound and westbound directions. A new channelized left turn pocket will be provided at Covey Quail Lane/ Alessandro Boulevard intersection as part of this new signalization work. RBF will discuss with the City if restricted left turn median openings should be installed within the proposed raised median to maintain westbound access to the remaining commercial drive entrances. *Please see the Exhibit 1.*



### Alessandro/ Perris Boulevard Intersection

The proposed dual eastbound and westbound left turn lanes at Alessandro Boulevard/ Perris Boulevard intersection can be accommodated in a cost effective manner within the existing roadway section, please see Exhibit 1. Modifications to the intersection sidewalk areas will be necessary to accommodate new traffic signal poles, and ADA ramp modifications to make them current under ADA requirements. Lane striping transitions will be provided to join existing lane striping at the limits





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

Section B: Approach and Management Plan

## SECTION B – Project Approach and Management Plan

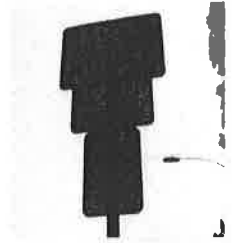
### PROJECT ISSUES AND APPROACH

#### Key Project Issues:

##### A. *Geometrics*

The proposed project median and intersection improvements will be designed following the City of Moreno Valley Standard Plans. A Geometric Approval Drawing (GAD) will be prepared showing the proposed raised median and both intersection improvements including:

- Realignment of the Alessandro/Perris Boulevard intersection to provide dual left-turn lanes
- Pavement repair
- Recommended improvements due to proposed intersection modifications including: medians, curb, gutter, sidewalk, and ADA pedestrian ramps
- Recommended striping improvements
- Recommended traffic signal improvements
- Recommended median improvements including hardscape
- Striping transitions to existing conditions
- Underground and overhead utilities (High and Low Risk)
- Limits of improvements



Intersection parkway areas will be highlighted on the GAD including areas that may have impact due to new traffic signal equipment (e.g. signal controller, signal poles, safety lighting, etc.), utility relocation, and commercial signage. The GAD will also show the recommended improvements along the median areas including new curbs, new left turn lanes, and stamped concrete limits.

The GAD will be provided to City staff for their review and approval prior to preparation of final plans. The GAD and supporting documents will follow the “General Design Submission Requirements” as provided under this RFP.

##### B. *Truck Turning Review*

The RBF Team will evaluate constraints to truck turning movements at the intersections based on the dual left-turn lane configuration at Alessandro Boulevard/Perris Boulevard intersection. A geometric analysis of truck turning movements will be performed to identify constraints within the existing right of way. Large trucks turning right may need to use portion of the middle lane in order to make the proper turning radii. Therefore, the lane widths will be evaluated to minimize truck turning impacts to the number two and three lanes. Impacts identified during this review will be discussed with the City for further action.

##### C. *Utility Coordination*

It is anticipated that utility impacts may occur at locations of the proposed signal poles. If potential utility conflicts are identified, we will work with the City’s representative to minimize the impact. Although the design of utility relocations is not included in this scope of work, RBF will prepare a utility location plan to facilitate communications with the utility owners. RBF will identify utilities in accordance with Caltrans policy on High and Low Risk Utilities. The utility location plan will identify pot-hole locations with conflict areas clouded. Utility depths and locations from record utility information will be updated after the field investigation. Pothole repair shall be performed per City Standard. RBF will coordinate with Southern California Edison for the electrical service point for the new traffic signal at Alessandro Boulevard/Covey Quail Lane intersection.

##### D. *ADA Compliance*

Per field observations, the pedestrian ramps at the intersections of Alessandro Boulevard/Perris Boulevard and Alessandro Boulevard/Covey Quail Lane are not fully compliant with ADA requirements. The RBF Project Team will work with the City to meet the project goals for ADA



compliance. We will evaluate the most efficient means to provide the pedestrian access while considering the right of way constraints.

**E. Traffic Signal Systems**

The existing traffic signal at the Alessandro Boulevard/Perris Boulevard intersection will be modified for the proposed dual left-turn lanes. It is anticipated that the traffic signal poles and mast arms for the eastbound and westbound directions will be replaced due to the addition of the second left-turn lane. Other equipment will be evaluated to determine if it meets current Caltrans and City's requirements and provide recommendations for replacement or upgrade.



The new traffic signal at the Alessandro Boulevard/Covey Quail Lane will be designed to meet current Caltrans and City's requirements. It is anticipated that the intersection will have one marked crossing on the west leg and left-turn phasing will be required for vehicles turning left onto Covey Quail Lane. Traffic signal interconnect system will be incorporated to link the new traffic signal with the adjacent signalized intersections at Alessandro Boulevard/Indian Street and Alessandro Boulevard/Perris Boulevard intersections. RBF will discuss with City staff the requirements to link the new traffic signal system with KITS, the City's traffic management system.

**F. Signage and Striping**

New striping that will be consistent with the requirements of the City and Caltrans will be provided for this intersection to accommodate the new double left turn pockets along with appropriate transitions. Alternative markings to improve the visibility at the mid-block crossings will be discussed with City staff.

All existing regulatory, warning and guide signs that will be impacted due to the proposed improvements will be replaced with new signs that meet the latest California MUTCD requirements, including reflectivity requirements.

**G. Drainage**

RBF will identify the existing storm drain system within the project limits. A review of this facility will be provided.

No drainage inlet structures are planned for the proposed within the median, either stamped concrete "hardscape" or graded in-fill will be designed to divert storm run-off away from the proposed median improvements. RBF's detailed understanding of storm drain design and hydraulics will help determine proper hydraulic assumptions for efficient design. If deficiencies are determined and upgrades are required, we can assist in system storm drain design per a separate work order.

**H. Water Quality**

This project is subject to local, state, and federal requirements for water quality including complying with the region's NPDES Program post-construction treatment BMP requirements. The project is required to comply with the Riverside County NPDES permit (Order No. R8-2010-0033). The site ultimately drains with the Santa Ana River watershed. A Water Quality Management Plan is not required due to project parameters below the required measures: 5,000 square feet or more of impervious surface on an existing developed site

**I. Caltrans Environmental Process**

The City's pursuit of Highway Safety Improvement Program (HSIP) funds will require a diligent review under the National Environmental Policy Act (NEPA). The proposed project will require the approval of NEPA documentation through the Caltrans Division of Local Assistance (District 8). RBF anticipates that a Categorical Exclusion (CE), with supporting technical studies, will be applicable to the project. To support the CE, RBF proposes to prepare special studies related to hazardous materials (for minor grading/excavation associated with the project), aesthetics (due to installation of a new traffic signal and median improvements), and cultural resources (for compliance with NEPA, Caltrans standards, and Section 106 of the National Historical Preservation Act). The environmental documentation will address potential impacts to residential uses located immediately north of Alessandro Boulevard along the project alignment. The project need and objectives will be supported in the

environmental documentation utilizing City-provided information, including accident and traffic warrant data included within the City's Application for HSIP Funds.

The NEPA clearance process will be a key component of the Planning/Environmental phase. Based upon RBF's extensive experience with similar projects and familiarity with the Local Assistance process and District 8, the RBF Team will act as an extension of staff to expedite the NEPA process while preparing a defensible, thorough analysis.

**J. E-76 Processing with DLAE Caltrans Forms and Requirements**

The RBF Project Team has extensive experience in completing and processing the numerous federal funding authorization forms through Caltrans District Local Assistance Engineer (DLAE) and the Federal Highway Administration, as well as incorporating all required special provisions in the project specifications to ensure that federal funding is not jeopardized. RBF has performed this task for several Cities and Agencies throughout Southern California. RBF has developed a comprehensive table summarizing the various authorization forms required in a matrix format that can be used to clearly identify the steps to be followed and the responsible parties. The RBF Project Team can support the City of Moreno Valley as may be necessary in the preparation of submittals for processing with DLAE. It is anticipated that submittals would be required for the final PS&E submittal process as follows:

- Authorization to begin Right-of-Way Work
- Authorization to Advertise

Additional processing will be required during construction and will be provided at the request of the City during the construction phase of the project. It is anticipated that submittals will be required construction submittal process as follows:

- Award Submittal Process
- Progress Payment Requests; and
- Final Invoice/Closeout Submittals

For ease of reference, a summary of the items to be prepared for submittal for both the design phase and construction phase along with the responsibility for preparation will be included in tables.

RBF's staff maintains an on-going dialogue with local, regional, and state jurisdictional agencies and continually keeps abreast of the changing requirements and procedures of the Federal, State and local agencies. For several years, RBF has participated on various Caltrans District and Headquarters Professional Liaison committees, which promotes an effective communication exchange between Caltrans, cities, counties, transportation authorities and consultants.

With a strong management approach and continuous close coordination between the City of Moreno Valley and our project team, the preparation of the City's Project should be straightforward with a logical progression through the work tasks. Continuous close coordination, communication and a focused project development process are the keys to successful completion of this important project. In order to complete the project within the proposed time frame, it is essential to develop a team relationship with all of the affected parties, identify responsibilities and obtain a commitment by each team member to the timely review and completion of the tasks within their realm of responsibility.

ITEM NO.	CALTRANS LOCAL PROGRAMS PROCEDURE MANUAL	DESCRIPTION	CONSULTANT	SUBMITTAL ACTION		
				CITY	DLAE	CONTRACTOR
<b>I FINAL PS&amp;E SUBMITTAL PROCESS</b>						
1	10	Letter to Request Authorization to Advertise	Prepare	Sign/Submit	Process	
2	10 & 50	RA	Prepare	Sign/Submit	Process	
3	10	Finance Letter	Prepare	Approve	Process	
4	10-Reference	Concept of Evasion	Submit	Sign/Submit		
5	10	Final Review	Prepare	Approve	Process	
6	10E 200-1000-A 800-N	Federal Form 1050 P&SE	Provide/Prepare	Approve P&SE	N/A	
7	100 & 100	P&SE Definition	Prepare	Sign/Submit	Process/FE	
8	10A	Preliminary Estimate of Cost	Prepare	Approve	Process	
9	4A	EdoR Package Checklist	Prepare	Sign/Submit	Process	
10	10B	R/W Decision	Provide/Submit	Prepare/Sign/Submit	FE	
11		Design Exception Request	Prepare	Approve/FE	N/A	
<b>II AWARD SUBMITTAL PROCESS (SPECIAL INQUIRY ESTIMATE)</b>						
12A	10A	Final Letter of Award (DLAE)	Prepare	Complete/Sign	Process	N/A
13	10B	Regional EEO Analysis	Provide/Submit	Prepare/Sign/Submit	Process	N/A
14	10D	Local Agency EEO or DB/WEE Information Form	Provide/Submit	Submit/Complete from Contract	Process	Complete Sign/FE with City 2. Name of EEO
15	10M	Cost Estimate	Prepare	Sign/Submit	Process	N/A
16	10L	Local Agency Award Checklist	Prepare/Check	Complete/Sign/Submit	Process	N/A
17	10N	Finance Letter	Prepare	Sign/Submit	Process	N/A
18	4A	Local Agency Agreement Checklist	Prepare	Sign/Submit	Process	N/A
<b>III PROGRESS PAYMENT REQUEST (MR) (MILEAGE SHEET) (ESTIMATE)</b>						
19A		Request for Payment Letter	Prepare	Sign/Submit	Process	N/A
19B		Progress Invoice	Prepare	Submit	Process	
<b>IV FINAL INVOICE/CLOSEOUT (MILEAGE SHEET) (ESTIMATE)</b>						
20	10A	Cost Transfer Letter to DLAE	Prepare	Complete/Sign/Submit	Process	FE
		Final Statement of Work	Prepare			



## Management Plan

The RBF Team's management approach has been proven effective on past projects by meeting or exceeding the client goals such as completing on-schedule and within budget. This experience will be useful to develop relationships among the project stakeholders, solicit input, and develop consensus for all alternatives during the PS&E development process. The basic components of our project approach are as follows:

### Define Project Objectives and Scope

RBF will work with the City to identify the objectives of the project and to confirm that the scope meets these objectives. This initial collaboration is important so that all team members focus on the same goals. If our scope is clear, then the project schedule is an accurate representation of the work required and the team can meet deadlines to please the community and to meet funding deadlines. RBF uses Microsoft Office software to prepare and maintain the project schedule for the team. We prefer simple and easy-to-use schedules to facilitate control of the project.

### Project Initiation and Momentum

RBF will foster a productive relationship between all the team members so that meetings are efficient. Once the project is kicked off, RBF will maintain momentum with regular meetings and efficient follow up and communications. Regular status reports will be prepared using methods to highlight action items, to track progress and to keep the team accountable. The RBF project team includes one sub-consultant with the rest of the project staff under one roof. Counts Unlimited, Inc. will prepare the traffic count data as needed and we are confident of their work.

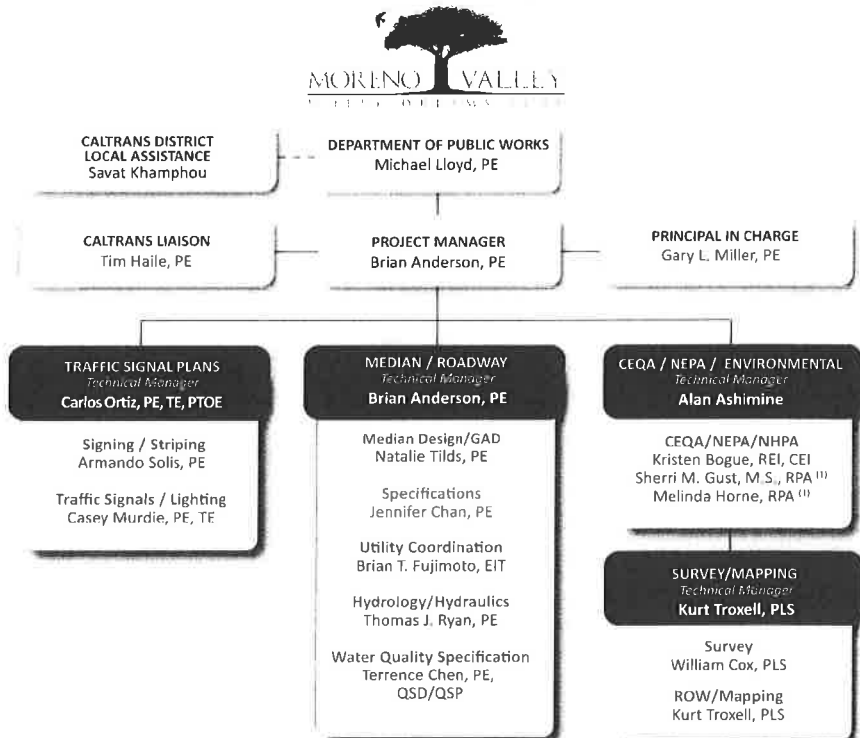
### Budget Control

RBF will control costs with frequent monitoring and early identification of potential scope changes. Our work plan will be easy to follow and track so that tasks along with budget are readily available. It will be updated monthly and can be provided upon request at any time during the project.

### Quality Control

The RBF Team's Quality Assurance/Quality Control Program is a continuous process used not just at project milestones, but also on a daily basis as work flows from desk to desk, discipline to discipline and consultant to client. Our managers, both within RBF and our sub-consultant, will oversee their staff on a daily basis.

Our ability to meet the demands of the project within the budget and time constraints begins with our management philosophy. We can provide quality services by analyzing the needs of each project and assembling a team with clear lines of communications and committed to the project. The staff listed in the Organizational Chart will be dedicated to this project.



SUB-CONSULTANTS:  
1. Cogstone | Paleontology, Archaeology, History



# **Section C: Qualifications and Experience**

Section C: Qualifications and Experience

## SECTION C - Qualifications and Experience

### Qualifications

In addition to the company information provided in our cover letter, the following details about our key personnel and projects are relevant to this particular project.

#### KEY PERSONNEL:

**Brian Anderson, P.E., (CE #55298) Project Manager** | Mr. Anderson has been designing transportation facilities for 26 years. His focus has been in the management and development of complex multi-agency projects meeting Federal and State standards. He has provided engineering for public works and Caltrans project that include: Sand Canyon Avenue Grade Separation, 190th Street Rehabilitation, Alton Parkway Extension, Newport Coast Drive/Pelican Hill Road Right Turn Improvements, Midway City Street and Storm Drain Improvements, Tustin Ranch Road, Warner and Armstrong Street Improvements, State Route 57/Lambert Road PSR, SR 91 Outside Widening PSR.

**Gary Miller, P.E., (CE #36897) Principal in Charge** | Mr. Miller has 38 years of experience in Transportation/Public Works engineering and knowledge of the requirements for projects funded through local, State, and Federal, and Caltrans Local Assistance. He has completed street improvement and median programs for the cities of Beverly Hills, Torrance, Long Beach, Santa Monica, Midway City, Thousand Oaks, San Juan Capistrano, Tustin, Irvine, Lake Forest, Mission Viejo, and others.

**Tim Haile, P.E., (CE #72109) Caltrans Liaison** | Mr. Haile has 14 years of experience with public works and transportation projects. He is an expert in Caltrans design policies, procedures and standards that apply to transportation projects. He has been managing and assisting with large multi-discipline projects, such as the State Route 91 Corridor Improvement Project, Mid County Parkway, High Desert Corridor, and the Orange County/Riverside County Major Investment Study. Mr. Haile has extensive knowledge of the Inland Empire and Riverside County.

**Carlos Ortiz, P.E., T.E., P.T.O.E. (CE #C057535, TE #2025, PTOE #426) Traffic Signal Plans Technical Manager** | Mr. Ortiz manages the traffic engineering aspects for RBF's transportation projects. Mr. Ortiz's 23 years of professional experience includes the design of site and grading improvements, street improvements, intelligent transportation systems, traffic signals, traffic signal communication systems (twisted pair, fiber optic, wireless), lighting, ramp metering systems, traffic monitoring systems, dynamic message sign systems, stage construction/traffic handling, and signing and striping.

**Kurt Troxell, P.L.S. (PLS #7854) Survey/Mapping Technical Manager** | Mr. Troxell has extensive experience in cadastral and geodetic control surveys, including preparation of records of surveys, right-of-way documents and legal descriptions, topographic mapping, ALTA surveys, and tentative / final subdivision mapping. With 24 years of experience, he brings a thorough knowledge of widely used CADD / Data Collector platforms and expertise in integrating these systems into an efficient workflow process based on project specifications.

**Alan Ashimine, CEQA/NEPA/Environmental Technical Manager** | Mr. Ashimine prepares environmental and planning studies for public and private sector clients under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). He has 13 years of extensive experience in the research, analysis, and writing of environmental documentation for a variety of projects involving infrastructure, redevelopment, residential, and industrial uses. He provides defensible CEQA/NEPA compliance review and environmental documentation.

### Experience

#### 190<sup>th</sup> Street Rehabilitation | Torrance, CA

RBF assisted the City of Torrance by preparing a final design for pavement rehabilitation along approximately one mile of the 190<sup>th</sup> Street. The project was a collaborative

Client: City of Torrance  
Mr. Craig Bilezerian, PE  
Engineering Manager  
310/618-3054  
[cbilezerian@torrnet.com](mailto:cbilezerian@torrnet.com)

effort, requiring outreach and coordination with the City of Redondo Beach. RBF's project design resulted in a cost-effective approach to extending the pavement life within the budgetary constraints of the City.

Staff: Brian Anderson, Gary Miller, Jennifer Chan, Bill Cox, Brian Fujimoto, Gary Miller, Carlos Ortiz, Armando Solis, Natalie Tilds, Kurt Troxell

#### Sand Canyon Avenue Grade Separation at the Metrolink/BNSF Railroad (Phase 1) | Irvine, CA



Client: City of Irvine  
Mr. Steve Ollo, PE, LS  
949/724-7562

RBF was responsible for roadway layout, structures design, pump station design, railroad permitting and coordination, railroad shoofly design, drainage design, utility relocation coordination, survey/right-of-way engineering, community outreach, landscape/irrigation, identification of funding and geotechnical engineering services. RBF provided Caltrans Encroachment Permit for work within their Right-of-Way; and Storm water system including pump station design and meeting storm water quality standards for discharge. Staff: Brian Anderson, Terrance Chen, Bill Cox, Gary Miller, Armando Solis, Kurt Troxell

#### Alton Parkway Extension

RBF prepared improvement plans in 1992, but the construction did not occur. Since the original plans were prepared, the Borrego Canyon Wash has experienced heavy flows and significant erosion. Additionally, the requirements for regulatory compliance have changed significantly to obtain CEQA clearances, therefore, the topographical information, as well as other pertinent information, provided on the plans, requires updating and new permit processing with the regulatory agencies. The roadway alignment is severely constrained due to its immediate proximity to a portion of lands within the Nature Reserve of Orange County, the proposed El Toro Federal Wildlife Refuge, the Borrego Canyon Wash and the ongoing landfill activities by the Navy within the former MCAS El Toro. Under a subsequent contract with the County of Orange, RBF provided environmental documentation, permitting, and successfully completed CEQA clearances in 2007. RBF prepared plans, specifications and estimates for this approximately 1.25 mile reach of new roadway. The project is being construction and near completion. Staff: Brian Anderson, Jennifer Chan, Brian Fujimoto, Gary Miller, Carlos Ortiz



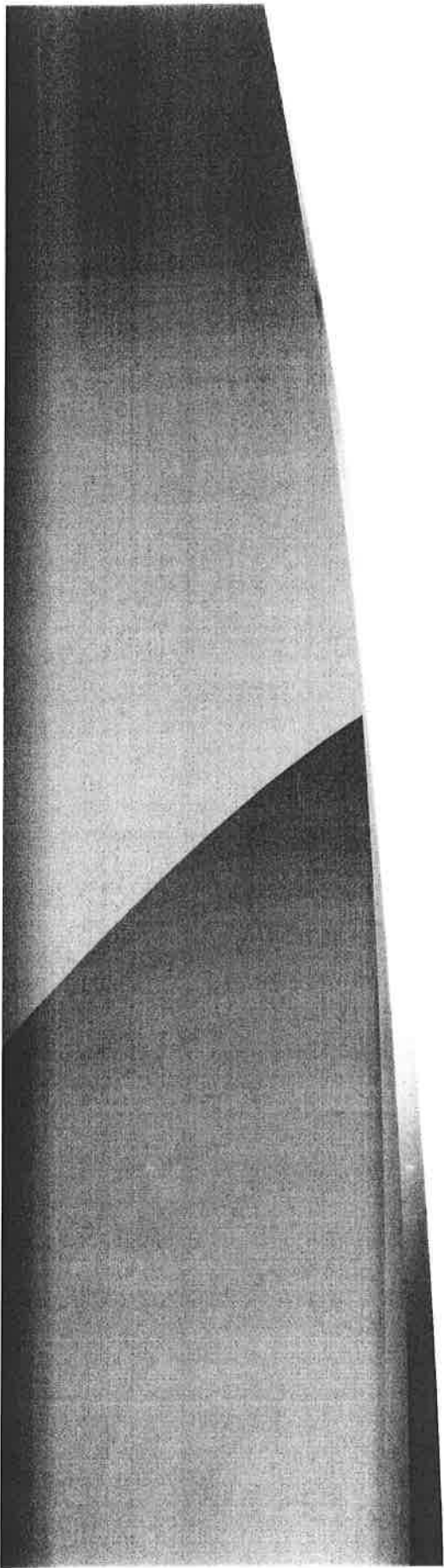
Client: County of Orange  
Mr. Ignacio Ochoa, 714/667-3213  
ignacio.ochoa@rdmd.ocgov.com

#### The Edison Right-of-Way (ROW) Bikeway | Anaheim, CA

Client: City of Anaheim,  
Public Works  
Department  
Mr. Cesar Carrillo  
714/765-5176  
ccarrillo@anaheim.net

Project is a one mile long bicycle and pedestrian trail, primarily within the City of Anaheim. The project provides a safe transportation route for students and bicycle commuters to commute through an urban neighborhood to two public schools and Orange County Transportation Authority (OCTA) bus routes. In addition to schools, the trail provides linkages to other City facilities such as Maxwell Park, Haskett Public Library, a youth center and two churches/temples. The RBF team provided NEPA environmental clearance through Caltrans and prepared final PS&E, which included ROW support services and Caltrans Local Assistance processing. The project was completed in five months to address funding constraints. Staff: Alan Ashimine, Bill Cox, Gary Miller, Casey Murdie, Carlos Ortiz, Natalie Tilds, Kurt Troxell

**Alessandro Boulevard Implementation Plan (SCAG | Compass Blueprint Demonstration Program | RBF** is under contract for the implementation of the Alessandro Boulevard Corridor Project, funded through the SCAG. Zoning standards will be modified with CEQA clearance to accommodate increased transit ridership along the busy Alessandro Boulevard supportive of a future Bus Rapid Transit Project. RBF is coordinating with the City to plan a land use and transportation system that links key nodes of activity. Staff: Paul Martin (Traffic Engineer/Project Manager) Client: City of Moreno Valley, Mr. Eric Lewis, 951/413-3149, ericle@moval.org



## **Section D: Staffing Plan**

## SECTION D | Staffing Plan

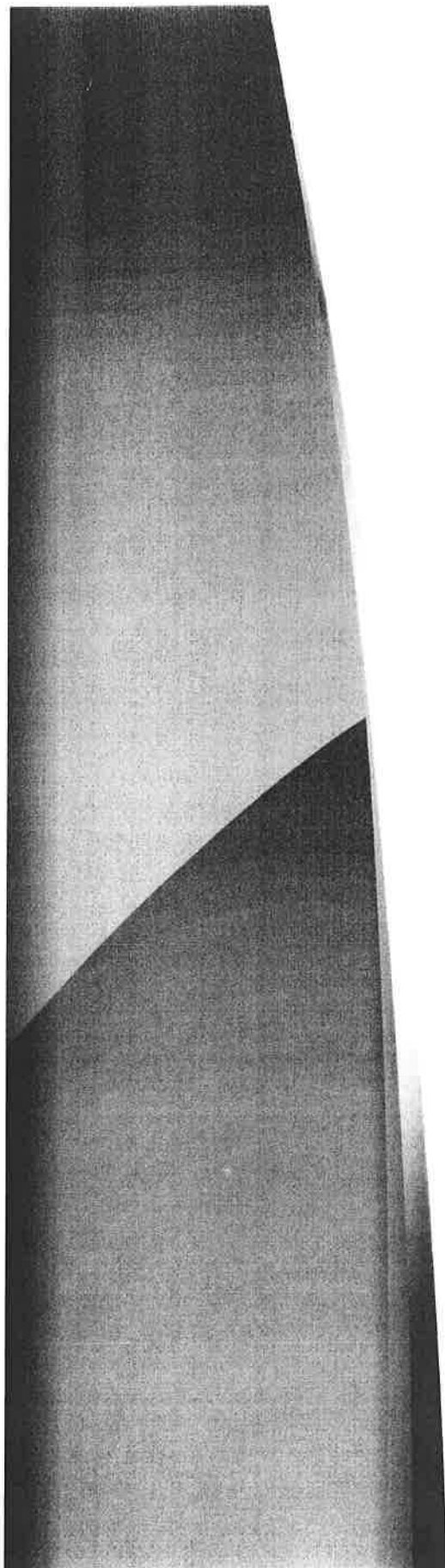
Staff   Role	Current/Anticipated Workload	Avail.
Gary Miller, PE   Principal in Charge	Commerce Washington Blvd.; Alton Parkway Extension; Sand Canyon Grade Separation	30%
Tim Haile, PE   Caltrans Liaison	I-10/Jefferson Street Interchange (25%); I-25 PSR/PDS (25%)	40%
Brian Anderson, PE   Project Manager/ Median-Roadway	Sand Canyon Construction support (10% for 1 year); Washington Blvd. Improvements (30%)	70%
Carlos Ortiz, PE, TE, PTOE   Traffic Signal Plans	City of Palm Springs Citywide Interconnect and TMC; City of Long Beach Bicycle Gap Closure; City of Santa Monica I-10 Signage Improv. (80%)	20%
Alan Ashimine   CEQA/NEPA/ Environmental	Bandini Industrial Center Initial Study; Carrari Ranch EIR; Cabot-Camino Capistrano Bridge Project Initial Study; Hyundai Motor America Headquarters EIR; State Route 91 Westbound Widening Project Addendum; Southwest Industrial Park Specific Plan Update EIR (60%)	40%
Kurt Troxell PLS   Survey/Mapping	County of Orange Alton Parkway Construction (10%), NAVFAC SW Seal Beach Naval Weapons Station (20%) end 5/2012; Cow Camp Road (20%) ends 12/2012; <i>Anticipated: SR-241 Toll Road Extension (10%)</i>	60-70%
Armando Solis, PE   Signing/Striping	SR-91 WB Widening; Camarillo Hills Drain Traffic Control Plans	30%
Casey Murdie, PE, TE   Traffic Signals/ Lighting	Newport Center Dr. Signing and Striping Plans and Sight Distance Analysis; Camarillo Hills Drain Traffic Control Plans; City of Long Beach Bicycle Gap Closure and Improved LA River Bike Path Access; <i>Anticipated: Santa Monica ITS Project; Daisy Avenue Corridor Blvd.; LA Co. Traffic Engr Svcs</i>	50%
Natalie Tilds, PE   Median Design/ CAD	Cow Camp Road; Buena Park Storm Drain Master Plan; <i>Anticipated: Washington Boulevard (beginning in March) (20%)</i>	80%
Jennifer Chan, PE   Median/ Roadway Specifications	Sand Canyon Grade, Separation, Alton Parkway (OCPW), Rockfield Blvd (Construction Support); R-14; Tustin Ranch Road; Mission Viejo Safe Routes to School (20%); <i>Anticipated: OCS D Plant 1 &amp; 2 Pavement Rehab</i>	80%
Brian Fujimoto, EIT   Utility Coord.	Cow Camp Road (Phase 1A and Phase 1B)	50%
Thomas Ryan, PE   Hydrology/ Hydraulics	Buena Park Master Plan; Laguna Woods Village Storm Drain Pipe Replacement Project; Los Canyons Development (Drainage & Design); Wildwood Creek Ecosystem Restoration (Yucaipa); Laguna Woods Village, Aliso Creek Culvert Design; Smith Creek Embankment Stabilization and Design Plans (Riverside) (20-50%)	50-80%
Terrence Chen, PE, QSD/QSP   Water Quality Specification	Caltrans Corridor Study SR-14 (50%); SR-57 Lambert Rd (25%); <i>Cow Camp Rd. WQMP (25%)</i>	25%
William Cox PLS   Survey	Tonner Hills Grading Surveys (20%); County of Orange-Alton Parkway (15%); Santa Ana River Interceptor Tunnel Monitoring (15%); Beverly Hills High School Topo (10%); Soka University Parking Structure Lot B (10%)	30%
Kristen Bogue, REI, CEI   Environmental	SR-57/Lambert Road Interchange Improvement Project (Phase I Initial Site Assessment and Visual Impact Assessment; SR-57/60 Confluence at Grand Avenue (Visual Impact Assessment); Carrari Ranch Specific Plan Environmental Impact Report (Supporting Analyst)(60%)	40%
Sherri M. Gust, MS, RPA   Archaeologist/Paleontologist	Devers Mirage (5%); VanNuys (5%); Expo II (10%)	80%
Melinda Horne, RPA   Archaeologist/ Paleontologist	Yucaipa Valley General Plan (5%); Park Once (5%)	90%

The RBF staff selected for this project is highly qualified and registered or certified in each of their disciplines.

Our Team approach for completing services on time and within budget is to achieve a complete understanding and commitment from each team member regarding the scope of services, their Project responsibilities within the work scope, as well as the budget and schedule.

RBF's capacity to perform to schedule will result from having a dedicated team and the strength of cross-trained individuals who can support this project.

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



## SECTION E – Work Plan and Schedule

The following scope of work has been developed in accordance with the Three Phase project approach as outlined within the Request for Proposal for this project, (Phase Three has been removed and differed for Construction Work). RBF will provide surveying, mapping, environmental, and engineering services to plan and construct the Alessandro Boulevard improvements.

### TASK 1 | Project Management/ Meetings

- A. Prepare a detailed Project Schedule. The schedule will be a refinement of the schedule included in this Proposal. The schedule will identify milestone events and will be tracked and updated on a monthly basis. RBF prepare schedule using Microsoft Project software, and submitted to the Project Manager and staff at each PDT meeting.
- B. Prepare an Action Item Matrix which will identify:
  - Critical issues
  - Responsible parties
  - Target resolution dates
  - Actual resolution datesThe action item matrix will be updated on a monthly basis.
- C. Initiate and maintain a Quality Assurance program.
- D. Prepare monthly progress reports to document progress on this project. The report will consist of the following:
  - Work accomplished during the reporting period
  - Work anticipated during the next reporting period
  - Issues
  - Progress Schedule
- E. Chair, Schedule, and Attend Meetings in the Planning phase as follows:
  - Project Kickoff Meeting (1) Start of Project
  - Project Development Team Meetings, (7); (3- Physical on-site meetings at time of submittal; 4 – teleconference call meetings)
  - Property Owner Meeting, (1)
  - Environmental Meeting, (1)
  - City Council Meeting, (1)

RBF will prepare meeting agendas and minutes for meetings as appropriate. Agendas will be prepared five days prior to scheduled meeting and submitted to the Project Manager for approval. Minutes will be distributed to attendees with contact information including names, phone numbers and email addresses. Action item lists will be generated and distributed after each meeting.

### *Phase: Planning, Environmental, and Conceptual Design*

Environmental Approval is independent of the work performed for Preliminary Engineering Task for this phase of work. The City of Moreno Valley will release payment for Preliminary Engineering Task (2.1, 2.2, 2.2.1, 2.4, 2.5, 2.7, and 2.9) at completion and approval of the work. Work performed for Environmental clearance shall be paid at Approval of the Environmental Document(s).

### TASK 2.1 | Research and Investigation

Research all information such as existing records and documents in order to complete the project. Items that may require verification during construction will be considered during the project planning phase for incorporation into future plans and contract documents. Conduct a site review of the project area, photograph and inventory key site features.

### TASK 2.2 | Report of Project Issues

RBF will prepare project issues report based on the findings of the research and record information investigation performed under task 2.1. The report shall include an itemized listing of supplied materials, site photos, reports, studies, record information as found or identified. Conflict areas, constraints, and project issues will be identified. The report will identify utility conflicts, if any; right of way impacts; and lastly a summary of environmental issues.



### TASK 2.2.1 | Conceptual Median Hardscape Plan

Conceptual Hardscape Plan. The Conceptual Hardscape Plan will identify the materials to be used with their approximate locations within the proposed medians. Utilizing the base map, inventory information, and input received from the City, RBF will prepare one (1) presentation quality color rendered Conceptual Hardscape Plan at an appropriate scale, showing the horizontal layout of the median features. The intent of this plan is to submit to the City Staff and Council for review and concurrence, any changes (hardscape design) will be incorporated within the final design drawings. The Conceptual Hardscape Plan will include the following:

- Raised curb locations
- Median hardscape locations and materials, such as pavers, concrete, rock cobble, or decomposed granite
- Images of the final median paving and material selections
- One (1) typical median cross section
- A preliminary Opinion of Probable Construction Costs

#### Product:

- One (1) full-sized color rendered final Conceptual Hardscape Plans
- Five (5) 11 x 17 colored rendered Conceptual Hardscape Plans
- One (1) electronic copy of the Conceptual Hardscape Plans in JPG or PDF format

### TASK 2.3 | Environmental

RBF will prepare environmental documentation to satisfy the requirements of the National Environmental Policy Act (NEPA) due to the intended use of Federal funding for the proposed project. Based on information provided by the City, the project is exempt from the California Environmental Quality Act (CEQA) and CEQA clearance documentation is not included in this scope of work. This task assumes that the appropriate form of NEPA documentation will be a Categorical Exclusion (CE) with supporting technical study(s) and that the project will be processed through the Caltrans (District 8) Division of Local Assistance.

**Preliminary Environmental Study Form.** RBF will prepare a Preliminary Environmental Study (PES) Form in accordance with the Caltrans *Local Assistance Procedures Manual* environmental reporting criteria. The PES Form will provide a preliminary analysis of potential environmental impacts associated with the project and identify environmental issues that may require further detailed study. The PES Form will be submitted to the City/Caltrans for concurrence prior to the initiation of the technical study work program. Caltrans will be responsible for a determination of the appropriate scope of work for the project. A final determination regarding the range of technical studies and appropriate NEPA action will not be made until Caltrans approves the PES Form for the project. Note. This scope includes the task for the Phase I Initial Site Assessment only, additional studies, if necessary, can be added for additional fee. Final determination of studies is anticipated on approval of the PES form.

#### Special Studies

- **Phase I Initial Site Assessment:** Hazardous Materials Memorandum: RBF will prepare a Phase I Initial Site Assessment (ISA) for the proposed project in accordance with the American Society for Testing and Materials (ASTM) Standard Practice E 1527-05 and the Caltrans Standard Environmental Reference (SER). It is acknowledged in this scope of work that one (1) build alternative will be considered.

**Categorical Exclusion.** On behalf of the City, RBF will forward all supporting NEPA special studies and preliminary engineering documentation demonstrating that significant environmental effects will not result with project implementation. This submittal will consist of a draft CE and technical study package with formal request to Caltrans for approval. It is assumed that the project would qualify for a CE under Section 6004, 23 CFR 771 Activity c(4).

**Environmental Commitments Record.** In compliance with the Caltrans SER, RBF will prepare an Environmental Commitments Record (ECR) to track and document the completion of environmental commitments through the project delivery process. The ECR will combine relevant environmental compliance information together in a single place, making it easier to track progress and easier for project team members to identify implementing actions. RBF will consult with Caltrans staff to determine the preferred format and outline of the ECR.

#### **TASK 2.4 | Survey/Mapping**

RBF Consulting shall perform the following Scope of Survey Services:

**Project Control.** RBF Consulting shall provide horizontal and vertical control for the project. Unless otherwise directed by the City, the basis of horizontal control will be North American Datum of 1983 (NAD 83), Zone 6, Epoch 2007. Coordinates will be expressed as grid values in terms of the U.S. survey foot.

Unless otherwise directed by the City, the basis of vertical control will be the North American Vertical Datum of 1988 (NAVD88).

**Topographic Survey.** Topography shall include obtaining locations, elevations and descriptions of:

- Cross Sections on 50' intervals, and extending 25' outside of ROW at street intersections.
- Curb, gutters, sidewalks and driveways.
- Pavement areas including streets and asphalt berms.
- Power poles, streetlights and traffic signals, and major signs.
- Trees and major specimen plants, with trunk diameters greater than 6".
- Above ground utilities including valves, pullboxes, meters, and vaults.
- Manholes and storm drain structures.
- All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground.
- Spot elevations at critical locations along the alignment.
- Inventory of street monuments that may be destroyed during construction.

All field topography shall be collected electronically for data processing using field descriptor codes as shown on pages 10 & 11 of the Request for Proposal.

All field topography shall be collected electronically for data processing. Consultant shall deliver all topography in AutoCAD 2009 format on standard formatting which is compatible with existing City equipment. All layering will follow City standards. All Autocad symbols will be blocked and will not be exploded.

The finished topographic map shall include the basis of horizontal and vertical control, Benchmark, North arrow, date of survey, Crew chief review, notes and details if necessary. Electronically formatted files can be E-mailed to the Client if requested. Raw Field data and processed field coordinates will be delivered in ASCII format on CD and a hard copy plot will be provided at the conclusion of the topographic mapping.

**Right-of-Way Base Mapping.** Since there are no right-of-way acquisitions anticipated for the project, RBF Consulting will compile right-of-way base mapping for the from Riverside GIS parcel data files. Said parcel data files will be reviewed for conformity with Riverside County Assessor's parcel maps and exist site topography. GIS parcel data found to be insufficient for project purposes will be supplemented by calculations of existing centerlines and right-of-ways shown on available record maps and/or assessor's parcel maps.

#### **TASK 2.5 | Utilities Research**

Perform all necessary research to establish the location of utilities within the work limits. Coordinate utility work with the City of Moreno Valley and all impacted agencies. Preliminary and final plans are to be sent to impacted utility companies. RBF will identify appropriate list of distribution to the City. The City will prepare letters on City Letterhead and mail to distribution list. City will forward copies of all letters and response received from utility agencies for tracking purposes. RBF will coordinate with utility agencies to obtain written confirmation of identified utilities. RBF will base any potential conflicts utilizing the

approved GAD alignment study. Utilities in project area to be relocated, adjusted, or otherwise modified will be identified. A time assessment of utility relocation will be incorporated into the construction schedule, as necessary. RBF will locate utilities within the project area in accordance with Caltrans policy on High and Low risk utilities. RBF will coordinate with SCE for the electrical service point for the new traffic signal system.

**TASK 2.7 | Preliminary Concept Design (GAD Drawings 35%)**

RBF will prepare conceptual layout plans showing the raised median, striping, tentative traffic signal pole locations, and locations of ADA compliant access ramps. The plans will include project items as identified within the General Design Submission Requirements "Exhibit A" found in the request for proposal for this project. Clarification for GAD Deliverable and submission requirements as outlined in "Exhibit A" – 1) No Vertical plan information for medians at this level is planned. 2) No planned meetings with Fire, Police, or Utility Companies are included with this SOW. 3) Environmental clearance is separate from Preliminary Engineering tasks as described under the Phase of work.

**TASK 2.9 | Preliminary Submittals**

RBF will submit the follow items under this phase of work:

- Five (5) sets of bond copies plan drawings (redline check prints, if applicable)
- One (1) set of drawings to each utility agency identified under task 2.4 of this scope of work.
- Copies of transmittals, submittals, and letters sent to the utility agencies regarding the project.
- Environmental documentation for initial review to the City and after approval sent to Caltrans District 8, DLAE for review.

**Phase: Design (PS&E)**

**TASK 3.0 | Final Design Drawings**

Work under this phase shall commence only after completion and approval of the prior phase of work and written authorization to proceed by the City.

Design plans will be completed in conformance with the latest available design, drafting, policy, and procedure manuals of the City of Moreno Valley. All drawings will be prepared with AutoCAD LD software. Final approved drawings will be plotted on 24" by 36" Mylar. Plans are to be submitted at 65%, 95%, and Final completion levels. The following is a listing of proposed plan sheets:

Task	Plan	English Scale	Number of Sheets
3.1	Title Sheet	N/A	1
3.2	Typical Cross Sections and Details	N/A	1
3.3	General and Construction Notes	N/A	1
3.4	Roadway Improvement Plans (Plan) (Double Loaded)	1 in = 40 ft	3
3.5	Signing and Striping Plans	1 in = 40 ft	3
3.6	Traffic Signal Plans	1 in = 20 ft	2
3.8	Hardscape Drawings/ Details	<i>Varies</i>	1
<b>TOTAL SHEETS</b>			<b>12</b>

The fees provided have taken into consideration the detail required to perform these tasks. The tasks to be performed to accommodate the project are outlined as follows:

- Roadway Improvement Plans will be prepared within the project limits. Plans will include plan view (Double Loaded per sheet) of proposed median curb improvements at a scale of 1"=40'. Vertical elevations (existing and proposed) will be placed on the design plan views at 50-foot intervals along tangent sections, and all BC's, EC's, BCR's, ECR's, and every 20-foot intervals within turn pocket areas.
- Signing and Striping Plans will be prepared in accordance with standards set forth by the City of Moreno Valley or Caltrans;
- Prepare traffic signal and intersection lighting plans at the following locations:
  1. Traffic Signal Modification – Alessandro Boulevard/ Perris Boulevard
  2. New Signal System – Alessandro Boulevard/ Covey Quail Lane

### **TASK 3.7 | Cross Sections**

RBF will create working cross-sections based on previously prepared field survey at 100-foot intervals. Section will show existing and proposed roadway median curb improvements.

### **TASK 3.8 | Hardscape Construction Drawings**

RBF will prepare one set of final hardscape construction plans, technical specifications, and opinion of probable Hardscape construction costs in sufficient form and detail to obtain City approval and use for bidding and construction. The plans will be prepared based on the Conceptual Hardscape Plan, will comply with the City's Landscape Design Guidelines, and will be prepared in AutoCAD using a base map of the project layout. It is anticipated that the plans will be included in the overall construction document improvement package and will indicate median paving materials, specifications, and an Opinion of Probable Construction Costs as described below:

- a) No Planting and Irrigation (100% Hardscape). RBF will provide median "hardscape" plan and details that indicate the median design to consist of materials such as interlocking concrete pavers, concrete with different colors or textures, rock cobble, or decomposed granite. No planting or irrigation design is included with this task.

### **TASK 3.9 | Final Quantity and Cost Estimate**

RBF will prepare quantity calculations and final construction cost estimates in accordance with City of Moreno Valley requirements utilizing current City construction cost data and similar project construction item bids from recent projects. The quantities and cost data will be submitted with each project submittal.

### **TASK 3.10 | Technical Specification**

RBF will prepare Technical Specifications per City of Moreno Valley requirements for bidding by the City. The City will provide "boiler plate" specifications in Microsoft word format. RBF will amend the technical specifications for project specific items of work. The Technical Specifications will be prepared in current "Greenbook" format and Caltrans format for traffic striping and signals.

### **TASK 3.11 | Plan Revisions and Final Document Submittals**

RBF will review comments provided by the City from the previous submittals and incorporate applicable revisions. Provide final submittal of the plans, specifications and estimates along with supporting calculations to the City for subsequent advertising of construction. The submittal documents will be in compliance with the General Design Submission Requirements "Exhibit A" provided in the Request for Proposal of this project. Note: Title Reports are not included with this work; No additional Right-of-Way is anticipated or work required for acquisition of Right-of-Way is included in this Scope of Work.

RBF will submit the follow items under this phase of work:

- Five (5) sets of bond copies plan drawings and specifications at 65%, 95%, and Final (redline check prints, if applicable)
- Three (3) set of quantity calculations at 65%, 95%, and Final
- Five (5) sets of bond copies of the cross-sections at 65%, and 95%. One (1) reproducible and four (4) bond copies a t final submittal.
- Final Copy of design plans to each utility agency as identified in the distribution list.
- Final PS&E documents through Caltrans District 8 DLAE for review and approval.

### **TASK 3.12 | Questions During Bidding**

RBF will respond to bidders questions received in writing from the City.

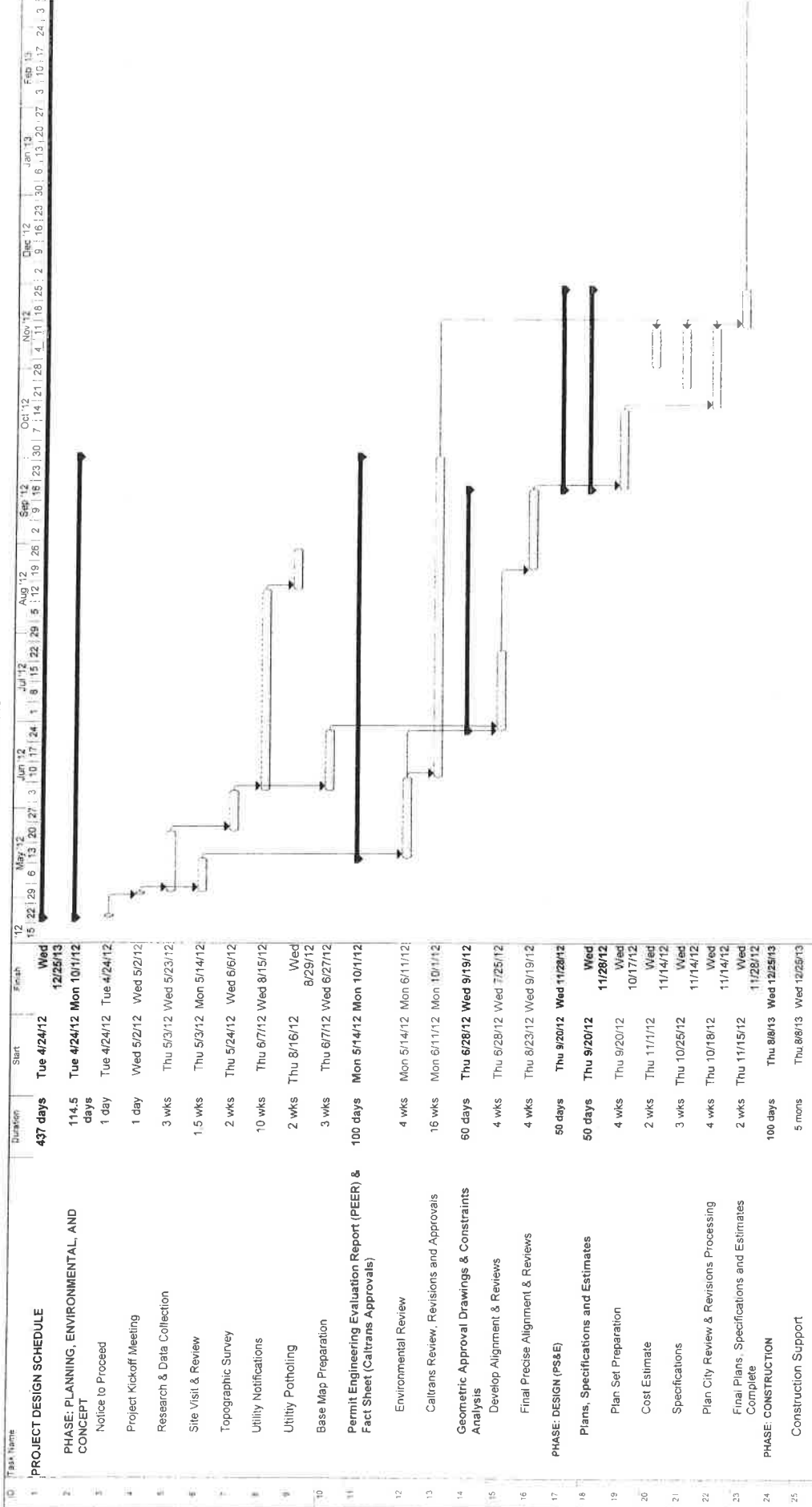
### **Scope Assumptions (General)**

- No additional studies, reports, or investigation not specifically identified in this scope of work shall be provided without amendment to fee and scope and approval of a contract modification.
- The City will pay all permit fees that may be required.
- City will prepare E-76 forms and process with Caltrans District 8 DLAE
- The City will be responsible for the development of all utility relocation agreements, acquisition documents, and

negotiations of any utility relocation.

- Traffic data, signal warrants, and studies shall be provided by the City for the consultants use.
- The City shall require any construction contractors to indemnify RBF from any and all losses, damages, claims, expenses, including attorneys fees, and costs arising out of the contractor's work , excepting only losses, damages, claims expenses, including attorneys fees, and costs which are caused by the sole negligence or willful misconduct of RBF in performing their services under this agreement.

The City will require the construction contractor to add RBF as an additional insured in the comprehensive general liability, auto liability, worker's compensation and builders risk insurance coverage required by the City.



Summary Project Summary External Mile Task

Project: Project Schedule.mpp Date: Thu 2/23/12

C:\Documents and Settings\BANDERSON\Desktop\Project Schedule.mpp



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

## SECTION F – Quality Control and Assurance

### RBF Philosophy

RBF's concept for Quality Assurance/Quality Control is to remove barriers so that each professional can complete each element of the project correctly, the first time. This starts with designation of individuals with appropriate experience and availability to manage the project, lead tasks and accomplish technical work.

A second key element is to achieve a complete understanding and commitment from each team member regarding the scope of services, their Project responsibilities within the work scope as well as the budget and schedule. A third element is to provide a structured process for review of the work.

**The QA/QC Process.** The RBF Quality Assurance/Control Program places responsibility at a level closest to the production of each work element. This internal peer review is designed to make improvements in reviews and decisions.

**Levels of Review.** The Project Manager will provide guidance on field procedures and will review and coordinate with other disciplines as required to complete assigned tasks.

The Principal-In-Charge is responsible for Quality Control and will provide an on-going review of the overall process. This work may include any procedure which will assure that quality control is fully implemented and working for the entire team.

**Client Coordination.** The Project Manager will be the primary contact with the client. The Principal-In-Charge will be a secondary contact, but only in the unlikely event that the Project Manager is not available.

**The Project Manager** will keep the client informed of the project progress on a monthly basis unless otherwise indicated in the work plan or contract work scope. The monthly progress reports will at a minimum include:

- Schedule status
- Work planned for upcoming month
- Progress to date
- List of issues which may affect individual task orders

**Budget Control.** Costs will be controlled by frequent monitoring and early identification of any scope of work change impacting the Project budget. This estimate will then be compared to the preliminary cost and revised accordingly for the final baseline.





## **Section G: Additional Relevant Information**

Section G: Additional Relevant Information

SECTION G - Additional Information

Commendation Letters



January 24, 2011

Mr. Gary Miller, Vice President  
 RBF Consulting  
 14725 Alton Parkway  
 Irvine, CA 92618

**Subject: Sand Canyon Avenue Grade Separation at the Metrolink/SCRRA Railroad**

Dear Gary,

On behalf of the City of Irvine, I would like to thank RBF for its continued service and commitment to excellence on projects such as the Sand Canyon Avenue Grade Separation at the Metrolink/SCRRA Railroad crossing. You and your staff exceeded our expectations in providing design services for the removal of this at-grade crossing which will significantly improve safety to vehicles, bicyclists, and pedestrians and reduce noise levels.

Your careful execution of a multitude of services included roadway layout, structures design, pump station design, railroad permitting and coordination, railroad shoofly design, drainage design, utility relocation coordination, survey/right-of-way engineering, landscape/irrigation, identification of funding, and geotechnical engineering services. Through the many challenges of this project, including Caltrans coordination, complex construction staging, and major utility relocations, RBF was able to successfully deliver this project within the planned timeframe and budget.

We sincerely appreciate the commitment and professionalism of your staff and look forward to our continued partnership with RBF during construction.

Sincerely,

Steve Olio, PE, LS  
 Senior Civil Engineer

cc: Manuel Gomez, Director of Public Works  
 Joyce Amerson, Deputy Director of Public Works  
 Mark Carroll, City Engineer  
 Dave Mori, Project Development Administrator



PUBLIC WORKS DEPARTMENT  
 ROBERT HENST  
 PUBLIC WORKS DIRECTOR

January 19, 2011

Mr. Gary Miller, Vice President  
 RBF Consulting  
 14725 Alton Parkway  
 Irvine, CA 92618

**RE: 190<sup>th</sup> Street Rehabilitation**

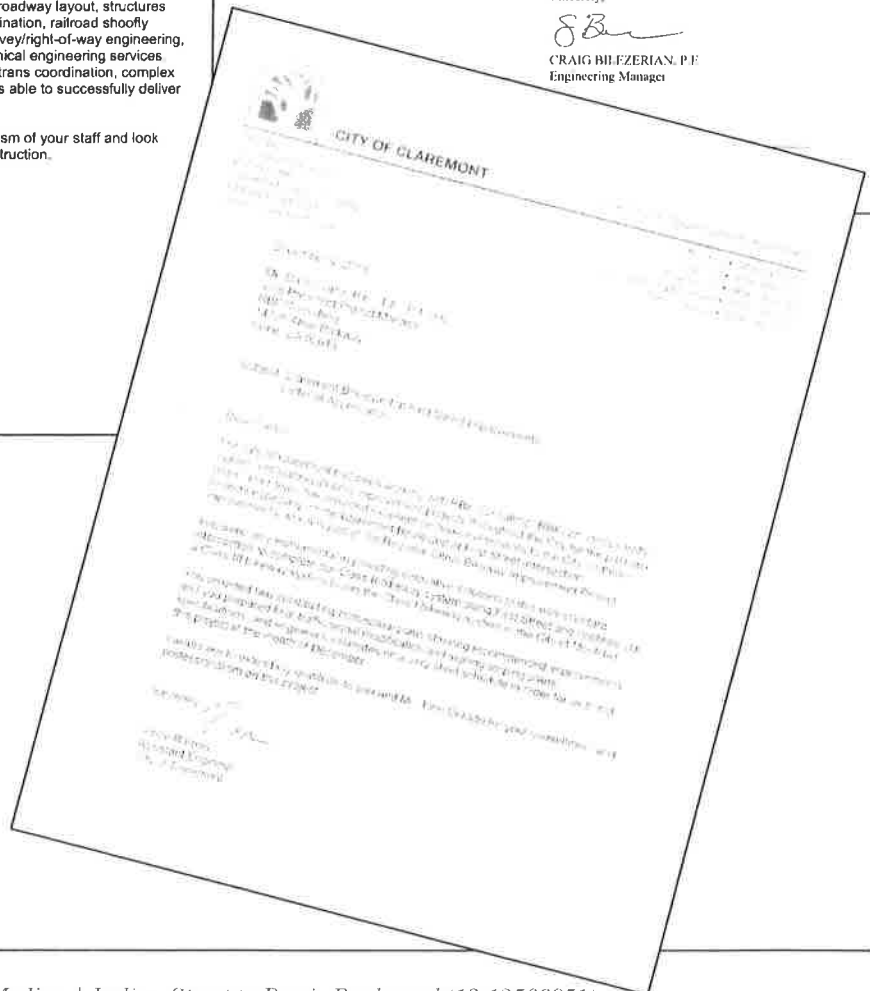
Dear Gary,

I would like to extend my gratitude to you and your team for again providing excellent consulting engineering design services to the City of Torrance. Most recently, you provided these services for the 190<sup>th</sup> Street Rehabilitation Project. This pavement rehabilitation project included the development and final design for approximately one mile of 190th Street in the City of Torrance. Your collaborative approach with the City to develop cost effective pavement repair methods helped maximize pavement life and allowed us to remain within our project budget. Also, it required your assistance with outreach and coordination with the City of Redondo Beach to ensure a successful project.

Our professional association with your firm extends back approximately a decade with your firm having previously provided the engineering design for the Artesia Boulevard Improvement Project and the Sepulveda Boulevard Rehabilitation and Water Main Replacement Project. Both of those projects were considered a success and in part due to the efforts of you and your team. We appreciate RBF's commitment to continuously providing excellent service to the City and look forward to the opportunity to work together on future projects. Lastly, we would be happy to recommend you and your team to perform engineering services to other agencies and clients.

Sincerely,

CRAIG BILZERIAN, P.E.  
 Engineering Manager



Alessandro Boulevard Median | Indion Street to Perris Boulevard (13-12566851)



## **Section H: Statements of Understanding and Required Forms**

## SECTION H - Statements of Understanding

**RBF certifies the following statements:**

- A. The Request for Proposal shall be incorporated in its entirety as a part of RBF's Proposal.
- B. The Request for Proposal and RBF's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by RBF and the Mayor or City Manager of Moreno Valley.
- C. RBF's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in RBF's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" contains a complete and detailed description of all of the exceptions to the provisions and conditions of the City's Request for Proposal upon which RBF's Proposal is contingent and shall take precedence over the Request for Proposal for Professional Consultant Services.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of RBF'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 are provided in Section C of this proposal. If one or more of RBF's staff should become unavailable, RBF may substitute other staff of at least equal competence only after prior written approval by the City.
- F. Resource Allocation Matix. *Provided at the end of this section.*
- G. Statement of Sub-Consultant: RBF selected Cogstone to provide Cultural Resources and will not change the subconsultant without prior approval from the City.

**Cogstone | Paleontology – Archaeology – History** | is a California Corporation formed in April 2001, serving both public and private-sector clients throughout California. The State of California (DGS) and the Metropolitan Water District of Southern California (MWD) each certify Cogstone as a Small Business Enterprise (SBE). Cogstone is certified as a Disadvantaged Business Enterprise (DBE) under the California Unified Certification Program (CUCP) and a Woman Business Enterprise (WBE) by the California Public Utilities Commission (CPUC). They will provide assistance on the CEQA/ NEPA/ environmental compliance portion of the project. Their main office is at 1518 West Taft Avenue, Orange, CA 92865. Principal, Sherri M. Gust, MS, RPA can be contacted at 714/974-8300.

**Cogstone References:** **1) La Mesa/Nisqualli Road Interchange, Victorville, San Bernardino County, CA. (Caltrans District 8).** (Parsons Brinckerhoff, Stephanie Oslick, Environmental Planner: 505 South Main Street, Suite 900, Orange, CA 92868-4529; (714) 973-4880); **2) Arroyo Drive Project, Riverside, Riverside County, CA, (Community Design Works, Tim Maloney: 4649 Brockton Avenue, Riverside, CA 92506; (951) 369-4039); 3) San Bernardino County Road Improvement Projects. (Caltrans District 8 On-Call Contract),** Paleontology subconsultant to Applied Earthworks. Prepared portions of Paleontological Identification Reports, Paleontological Evaluation Reports and Paleontological Mitigation Plan for projects including I10, SR58, SR138, SR247 (Applied Earthworks, Susan Goldberg, Division Manager: 3292 E. Florida Ave., Suite A, Hemet, CA 92544-4941; 951-766-2000)

- H. All charges for RBF's services is a "Not-to-Exceed Fee" which includes conservatively estimated reimbursable expenses, as submitted with and made a part of RBF's Proposal.
- I. RBF 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.
- J. RBF will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- K. A rate schedule has been submitted with this Proposal at the end of this section, as stated in the Request for Proposal. The rate schedule includes titles, names, roles, and hourly billing rates in rows. The hourly rate schedule is part of RBF's Proposal for use in invoicing for progress payments and for extra work incurred. All extra work will require prior approval from the City.

- L. RBF will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- N. RBF 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 only. All relevant records shall be retained for at least three years.
- O. RBF shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision and State of California prevailing wage rates, respectively.
- P. RBF shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR3) issued pursuant thereto, and any amendments thereof.
- Q. RBF 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 167001 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 RBF, without further acknowledgment by the parties.
- R. RBF understands that 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.  

RBF routinely uses the services of disadvantaged business enterprises. We have established relationships with many qualified firms and have successfully worked with them on numerous projects (including public works contracts).
- S. Disclosure of Lobbying Activities (Form LLL). *Please find at the end of this section.*
- T. Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II. *Please find at the end of this section.*
- U. **Company:** RBF Consulting; 14725 Alton Parkway, Irvine, California 92618; **Entity:** California Corporation  

RBF's electronic files will be available for inspection by local agency and State representatives at the following address: 3300 E. Guasti Rd., Suite 100, Ontario, CA 91761 or the address listed in Item U. above. Hard copies will be maintained at the office in Irvine.



**HOURLY RATE SCHEDULE**  
Effective January 2012 through December 2012

OFFICE PERSONNEL	\$/ Hr.
Senior Principal	\$245.00
Principal	225.00
Project Director	220.00
Program Manager	215.00
Senior Project Manager	200.00
Project Manager	186.00
Structural Engineer	195.00
Technical Manager	180.00
Senior Engineer	163.00
Senior Planner	163.00
Electrical Engineer	158.00
Landscape Architect	150.00
Senior GIS Analyst	150.00
Project Engineer	148.00
Project Planner	148.00
Environmental Specialist	138.00
Design Engineer/Senior Designer/Mapper	136.00
GIS Analyst	122.00
Designer/Planner	118.00
Project Coordinator	110.00
Graphic Artist	97.00
Environmental Analyst/Staff Planner	97.00
Design Technician	97.00
Assistant Engineer/Planner	93.00
Permit Processor	83.00
Engineering Aide/Planning Aide	75.00
Office Support/ Clerical	63.00

FIELD PERSONNEL	\$/ Hr.
2-Person Survey Crew	\$245.00
1-Person Survey Crew	165.00
Licensed Surveyor	175.00
Field Supervisor	172.00

CONSTRUCTION MANAGEMENT PERSONNEL	\$/ Hr.
Construction Manager	\$185.00
Resident Engineer/Project Manager	154.00
Senior Construction Inspector	123.00
Construction Inspector	118.00
Field Office Engineer	110.00
Construction Technician	95.00

Note  
Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at \$0.51 per mile.



2012 Fee Schedule

Labor Classification	Hourly Rate	Overtime Rate
Monitor /Technician	\$ 52.00	\$ 78.00
Crew Chief	\$ 61.00	\$ 91.50
Supervisor I	\$ 67.00	\$ 100.50
Supervisor II	\$ 72.00	\$ 108.00
Director I	\$ 77.00	\$ 115.50
Director II	\$ 82.00	\$ 123.00
Project Manager /Principal Investigator I	\$ 104.00	Exempt
Project Manager /Principal Investigator II	\$ 112.00	Exempt
Project Manager /Principal Investigator III	\$ 126.00	Exempt
GIS Specialist	\$ 68.00	\$ 102.00
GIS Manager	\$ 105.00	\$ 157.50
Clerk	\$ 46.00	\$ 69.00
Administrative Assistant	\$ 52.00	\$ 78.00
Contracts Manager	\$ 90.00	Exempt

Other Direct Costs	Unit	Rate
Mileage	Mile	Current State Rate
Trimble® GeoXH (subfoot accuracy)	Daily	\$ 100.00
Expendable Supplies	Lump Sum	Actual Cost
Outside Services	Lump Sum	Actual Cost



Alessandro Boulevard Median | Indian Street to Perris Boulevard (13-12566851)



**FEE ESTIMATE**  
**PROPOSAL TO THE CITY OF MORENO VALLEY**  
*Alessandra Boulevard Median from Indian Street to Perris Boulevard*

Prepared February 23, 2012  
 Revised 4.0 March 21, 2012  
 JN 10-108571

No. of Sheets	Project Director	Technical Manager	Project Engineer	Senior Planner	Designer / Mapper	CADD Designer/Planner	Survey Crew (2 men)	Clerical	Cognitone	TOTAL HOURS	TOTAL FEE	HOURS / SHEET					
													\$220	\$180	\$148	\$145	\$135
<b>ANTICIPATED SCOPE OF WORK</b>																	
<b>PHASE: REPORT OF PROJECT ISSUES</b>																	
N/A			4		8							N/A					
N/A		1	6		12		24					N/A					
N/A		8	12		12			4				N/A					
N/A		8	12		12							N/A					
N/A		2	6		6							N/A					
<b>Sub-Totals =</b>																	
N/A	6	\$1,320	41	\$7,380	44	\$6,512	14	\$5,130	38	\$5,880	24	\$5,880	10	\$630	181	\$30,534	N/A
<b>PHASE: ENVIRONMENTAL CLEARANCE</b>																	
<b>Task 2.3 ENVIRONMENTAL</b>																	
N/A				32	\$4,640							N/A					
N/A				4	\$580		62	\$7,316				N/A					
N/A				8	\$1,160							N/A					
N/A				4	\$580							N/A					
N/A				4	\$580							N/A					
N/A				4	\$720							N/A					
N/A				4	\$720							N/A					
N/A				2	\$296							N/A					
<b>Sub-Totals =</b>																	
N/A	3	\$660	16	\$2,880	2	\$296	48	\$6,960	62	\$7,316		N/A					
<b>SE: DESIGN (GAD) 35% COMPLETION</b>																	
<b>Task 2.7 PRELIMINARY CONCEPT DESIGN (GAD)</b>																	
3		6	\$1,080	16	\$2,368							N/A					
<b>2.9 PRELIMINARY SUBMITTALS</b>																	
3		1	\$220	2	\$360							N/A					
N/A		1	\$220	4	\$720							N/A					
N/A		4	\$720	4	\$720							N/A					
<b>Sub-Totals =</b>																	
3	2	\$440	16	\$2,880	26	\$3,848	24	\$3,740	18	\$2,124		N/A					
<b>PHASE: DESIGN (PS&amp;E) 65% COMPLETION</b>																	
<b>Task 3.0 FINAL DESIGN DRAWINGS</b>																	
1			1	\$148			4	\$540	4	\$472		N/A					
1		1	\$180	4	\$592		10	\$1,350	10	\$1,180		N/A					
1		2	\$360	12	\$1,776		20	\$1,350	6	\$708		N/A					
3		1	\$220	6	\$1,080		24	\$3,240	26	\$3,068		N/A					
3		1	\$220	8	\$1,184		18	\$2,430	18	\$2,124		N/A					
2		10	\$1,800	16	\$2,368		30	\$4,050	30	\$3,540		N/A					
2		6	\$888				14	\$1,890				N/A					
1		2	\$360	14	\$2,072		16	\$2,160				N/A					
N/A		4	\$720	16	\$2,368		4	\$580				N/A					
N/A		2	\$1,440	32	\$4,736		4	\$580				N/A					
N/A		2	\$360	4	\$592							N/A					
N/A		4	\$720	4	\$592							N/A					
<b>Sub-Totals =</b>																	
N/A	8	\$1,760	44	\$7,920	133	\$19,684	8	\$1,160	142	\$19,170	102	\$12,036	11	\$693	448	\$67,423	N/A
<b>DESIGN (PS&amp;E) 95% COMPLETION</b>																	
N/A		2	\$360	4	\$592		8	\$944				N/A					
N/A		1	\$220	2	\$360							N/A					
N/A		4	\$720	4	\$592							N/A					
<b>Sub-Totals =</b>																	
N/A	1	\$220	8	\$1,440	8	\$1,184	8	\$944				N/A					
<b>DESIGN (PS&amp;E) 100% COMPLETION</b>																	
N/A		2	\$360	4	\$592		8	\$944				N/A					
N/A		4	\$720	4	\$592							N/A					
<b>Sub-Totals =</b>																	
N/A	14	\$2,440	26	\$3,848	26	\$3,848	24	\$3,740	18	\$2,124		N/A					

**FEE ESTIMATE**  
**PROPOSAL TO THE CITY OF MORENO VALLEY**  
*Alessandra Boulevard Median from Indian Street to Perris Boulevard*

No. of Sheets	Project Director	Technical Manager	Project Engineer	Senior Planner	Designer / Mapper	CADD Designer/Planner	Survey Crew (2 men)	Clerical	Copyist	TOTAL HOURS	TOTAL FEE	HOURS / SHEET							
<b>ANTICIPATED SCOPE OF WORK</b>																			
	1	\$220	\$180	\$148	\$145	\$135	\$118	\$245	\$63										
1.0 PROJECT MANAGEMENT / MEETINGS																			
1.1 MANAGEMENT WORK PLAN AND COORDINATION	N/A	1	\$220	4	\$720					5	\$940	N/A							
1.3 PROJECT DEV MEETINGS (1 Teleconference)	N/A		2	\$360				1	\$63	3	\$423	N/A							
<b>Sub-Totals =</b>	<b>14</b>	<b>1</b>	<b>\$720</b>	<b>8</b>	<b>\$1,440</b>	<b>4</b>	<b>\$592</b>	<b>8</b>	<b>\$944</b>	<b>22</b>	<b>\$3,259</b>	<b>N/A</b>							
<b>PHASE: BIDDING</b>																			
3.12 QUESTION RESPONSE AT BIDDING	N/A		4	\$720	4	\$592		1	\$63	9	\$1,375	N/A							
1.0 PROJECT MANAGEMENT	N/A		2	\$360						3	\$580	N/A							
1.1 MANAGEMENT WORK PLAN AND COORDINATION	N/A	1	\$220	6	\$1,080	4	\$592	1	\$63	12	\$1,955	N/A							
<b>Sub-Totals =</b>	<b>N/A</b>	<b>1</b>	<b>\$220</b>	<b>6</b>	<b>\$1,080</b>	<b>4</b>	<b>\$592</b>	<b>1</b>	<b>\$63</b>	<b>16</b>	<b>\$2,763</b>	<b>N/A</b>							
<b>Project Management (Additional Services)</b>																			
1.1a Additional Services	N/A		15	\$2,700				1	\$63	16	\$2,763	N/A							
<b>Sub-Totals =</b>	<b>N/A</b>	<b>15</b>	<b>\$2,700</b>					<b>1</b>	<b>\$63</b>	<b>16</b>	<b>\$2,763</b>	<b>N/A</b>							
<b>Task</b>	<b>22</b>	<b>\$4,840</b>	<b>154</b>	<b>\$27,720</b>	<b>221</b>	<b>\$32,708</b>	<b>70</b>	<b>\$10,150</b>	<b>204</b>	<b>\$27,540</b>	<b>212</b>	<b>\$25,016</b>	<b>24</b>	<b>\$5,880</b>	<b>31</b>	<b>\$1,953</b>	<b>938</b>	<b>\$137,027</b>	<b>N/A</b>
										<b>Percent of Total Fee =</b>	<b>100%</b>								
										<b>3.5%</b>	<b>20.2%</b>	<b>23.9%</b>	<b>7.4%</b>	<b>20.1%</b>	<b>18.3%</b>	<b>4.3%</b>	<b>1.4%</b>		



## SECTION H - Required Forms

**DISCLOSURE OF LOBBYING ACTIVITIES**

**LIST OF SUBCONSULTANTS (DBE AND NON-DBE) PARTS I AND II**

## 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 <p style="text-align: right; margin-right: 50px;"><b>N/A</b></p>	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bld/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award <p style="text-align: right; margin-right: 50px;"><b>N/A</b></p>	<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 _____ <p style="text-align: right; margin-right: 50px;"><b>N/A</b></p>
<b>4. Name and Address of Reporting Entity:</b> <input checked="" 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> <p style="text-align: right; margin-right: 50px;"><b>N/A</b></p> Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> <b>N/A</b>	<b>7. Federal Program Name/Description:</b> <b>N/A</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> <b>N/A</b>	<b>9. Award Amount, if known:</b> <b>N/A</b>  \$ _____	
<b>10. Name and Address of Lobbying Entity</b> <b>N/A</b> (If individual, last name, first name, MI):	<b>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 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>	Signature: _____ Print Name: <u>Michael V. Valenza</u> Title: <u>Vice President of Finance</u> Telephone No.: <u>949-855-5730</u> Date: <u>02-15-12</u>	
<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 Attachment-Form LLL-DBE.doc

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) -- PART I**

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. The listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name / Address, / City, State, ZIP	Contact / Phone / FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	SCAG Use Only (Certified DBE)
Cogstone   Paleontology-Archaeology-History 1518 West Taft Avenue Orange, CA 92865	Sherrie Gust, RPA, Principal Ph: 714/974-8300 Fax: 714/974-8303	<input type="checkbox"/> < \$1 million	Cultural Resources in support of the Environmental Compliance	<input type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.) 10
		<input type="checkbox"/> > \$15 million	Description of Portion of Work to be Performed	SCAG Use Only (Certified DBE)
		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million	Age of Firm (Yrs.)	
		<input type="checkbox"/> > \$15 million		
		<input type="checkbox"/> < \$1 million	Description of Portion of Work to be Performed	SCAG Use Only (Certified DBE)
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$15 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> > \$15 million	Age of Firm (Yrs.)	
		<input type="checkbox"/> < \$1 million	Description of Portion of Work to be Performed	SCAG Use Only (Certified DBE)
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$15 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> > \$15 million	Age of Firm (Yrs.)	

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II**

The proposer shall list all subconsultants who provided a quote or bid but were not selected by the proposer 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	Contact / Phone / FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	SCAG Use Only (Certified DBE)
Not applicable.		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Age of Firm (Yrs.)				Age of Firm (Yrs.)
Firm Name / Address, / City, State, ZIP	Contact / Phone / FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	SCAG Use Only (Certified DBE)
		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Age of Firm (Yrs.)				Age of Firm (Yrs.)
Firm Name / Address, / City, State, ZIP	Contact / Phone / FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	SCAG Use Only (Certified DBE)
		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Age of Firm (Yrs.)				Age of Firm (Yrs.)
Firm Name / Address, / City, State, ZIP	Contact / Phone / FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	SCAG Use Only (Certified DBE)
		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Age of Firm (Yrs.)				Age of Firm (Yrs.)

Distribute: 1) Original - Local Agency File



14725 Alton Parkway  
Irvine, CA 92618  
949.472.3505

[www.rbf.com](http://www.rbf.com)  
[www.mbakercorp.com](http://www.mbakercorp.com)

40810 County Center Drive, Suite 100  
Temecula, CA 92591  
951.676-8042



CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT "C"**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$137,027.00.
  2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
  3. The Consultant will electronically submit an invoice to the City upon completion of the defined milestones for progress payments along with documentation evidencing services completed to date. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:
    1. Report of Project Issues complete.
    2. Environmental Clearance obtained.
    3. "Phase 1, 35% Level Completion" is complete.
    4. "Phase 2, 65% Level Completion" is complete.
    5. "Phase 2, 95% Level Completion" is complete.
    6. "Phase 2, 100% Level Completion" is complete.
    7. Project Bidding on a monthly basis.
    8. Any other additional authorized work on a task successfully completed and accepted basis.
- The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's

### EXHIBIT "D"

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 [zarat@moval.org](mailto:zarat@moval.org) or calls directed to (951) 413-3131.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

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

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



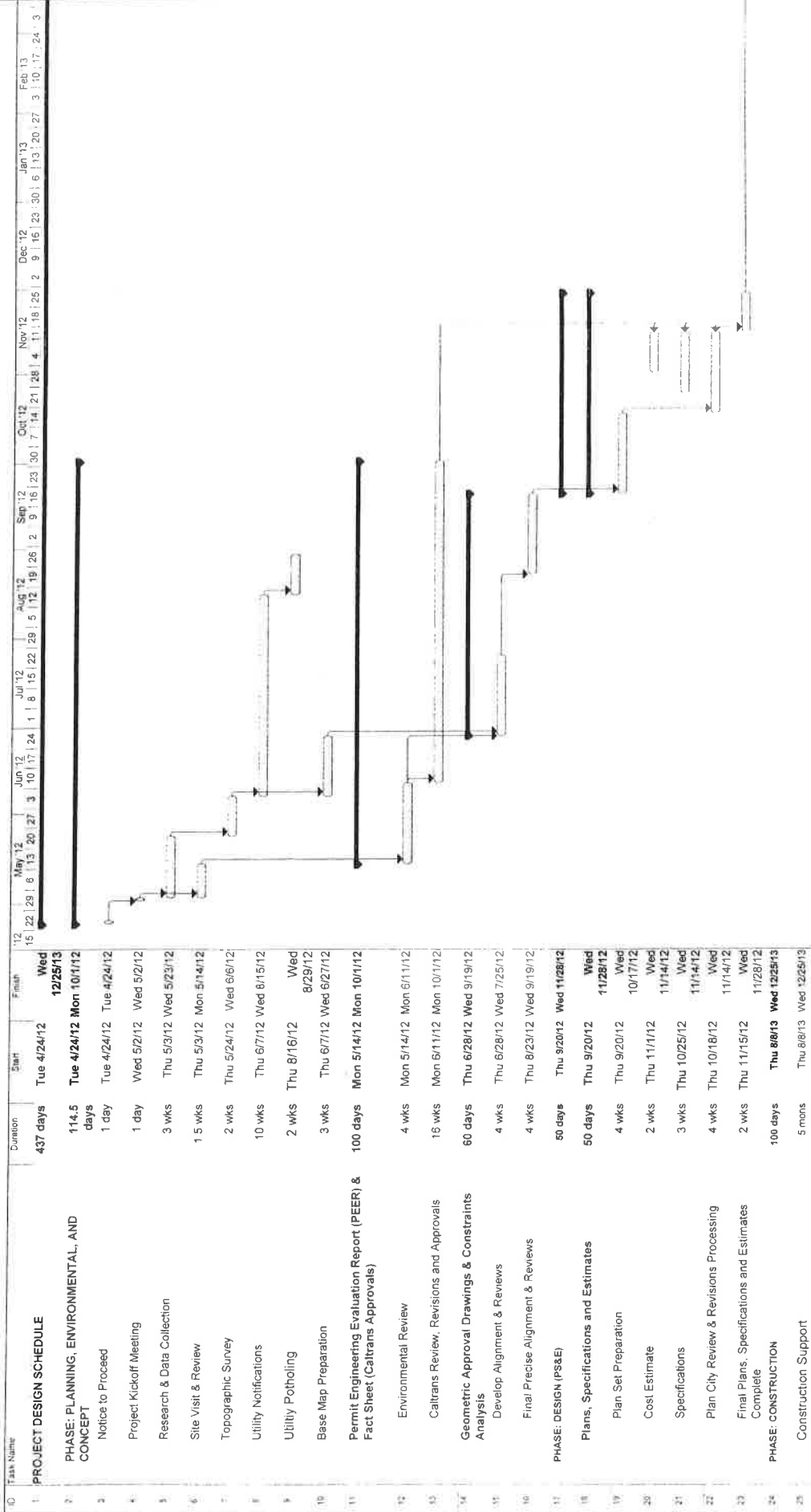


Exhibit 10-F Certification of Consultant, Commissions & Fees

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Distribution:** 1) Local Agency Project File ( original & Contract)  
2) DLAE (copy)

Exhibit 10-G Certification of Local Agency

**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the \_\_\_\_\_ of the  
\_\_\_\_\_  
(local agency) \_\_\_\_\_, and that the consulting firm of  
\_\_\_\_\_, or its representative has not been required (except  
as herein expressly stated), directly or indirectly, as an express or implied condition in connection  
with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

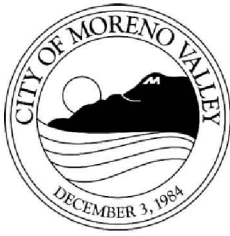
I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Distribution:** 1) Local Agency Project File ( original & Contract)  
2) DLAE (copy)

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>gmb</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:** April 10, 2012

**TITLE:** AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO RASMUSSEN BROTHERS CONSTRUCTION, INC. FOR THE MORENO VALLEY POLICE DEPARTMENT TRAFFIC DIVISION OFFICE RENOVATION  
PROJECT NO. 11-50182328

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to Rasmussen Brothers Construction, Inc. (RBC), 40441 Gavilan Mountain Road, Fallbrook, CA 92028, the lowest responsible bidder, for the Moreno Valley Police Department Traffic Division Office Renovation.
2. Authorize the City Manager to execute a contract with RBC in the form attached hereto.
3. Authorize the issuance of a Purchase Order to RBC in the amount of \$166,672 (\$138,892 base bid amount plus 20% 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 RBC, up to but not to exceed the Purchase Order contingency of \$27,780.
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 system, and release the retention to RBC, if no claims are filed against the project.

## **BACKGROUND**

On June 14, 2011, the City Council adopted the Fiscal Year 2011/2012 Capital Improvement Plan. Under this plan, \$600,000 was allocated for the reconfiguration of the old Emergency Operations Center for the design and construction of relocation and expansion of the City's Police Traffic Division.

On October 19, 2011, the Financial and Administrative Service's Director executed an agreement with TR Design Group Architecture for Professional Consultant Design Services for Moreno Valley Police Department Traffic Division Office Renovation. The design phase was completed in February 2012 and advertised for construction bids on February 16, 2012.

## **DISCUSSION**

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 partitions, construction of new partitions, removal and modification to the existing acoustical tile ceilings and installation of new tile ceilings, demolition of the existing split system HVAC unit, removal and replacement of a fan-coil unit above the existing ceiling and a condenser unit on the roof, new ductwork and piping, and retrofit of existing supply and return ductwork in the space. Renovations to be completed also include removal and relocation of existing base and wall cabinetry, removal of kitchen cabinets and fabrication of new cabinets, and electrical demolition and rough and finish electrical construction. The renovated space will be re-carpeted and re-painted as well.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m. on March 19, 2012, for the subject project. The eight (8) valid bids received are as follows:

	<u>CONTRACTORS</u>	<u>Bid Amount</u>
1.	<b>Rasmussen Brothers Construction, Inc.</b> .....	<b>\$138,892</b>
2.	Avi-Con, Inc. dba CA Construction .....	\$177,000
3.	Blair Rasmussen Construction, Inc.....	\$179,000
4.	De La Riva Construction, Inc. ....	\$188,090
5.	DLE Construction, Inc.....	\$190,000
6.	Dalke & Sons Construction, Inc. ....	\$195,480
7.	Dennis Patrick Contracting .....	\$230,000
8.	MDE Group, Inc.....	\$249,900

Staff has reviewed the bid by Rasmussen Brothers Construction, Inc. (RBC) and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by RBC.

### **ALTERNATIVES**

1. Award the construction contract to Rasmussen Brothers Construction, Inc. (RBC), 40441 Gavilan Mountain Road, Fallbrook, CA 92028, the lowest responsible bidder, for the Moreno Valley Police Department Traffic Division Office Renovation, authorize the City Manager to execute a contract with RBC in the form attached hereto, authorize the issuance a Purchase Order to RBC in the amount of \$166,672 (\$138,892 base bid amount plus 20% 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 RBC, up to but not to exceed the Purchase Order contingency of \$27,780, and authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to RBC, if no claims are filed against the project. *This alternative will allow for much needed improvements.*
2. Do not award the construction contract to Rasmussen Brothers Construction, Inc. (RBC), 40441 Gavilan Mountain Road, Fallbrook, CA 92028, the lowest responsible bidder, for the Moreno Valley Police Department Traffic Division Office Renovation. authorize the City Manager to execute a contract with RBC in the form attached hereto, authorize the issuance a Purchase Order to RBC in the amount of \$166,672 (\$138,892 base bid amount plus 20% 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 RBC, up to but not to exceed the Purchase Order contingency of \$27,780, and authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to RBC, if no claims are filed against the project. *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 ..... \$150,000

Riverside County IT Installation..... \$40,000

Construction Management & Inspection..... \$80,000

Moving and Logistics Cost ..... \$20,000

Project Administration\*\* ..... \$20,000

**Total Estimated Project Related Costs..... \$537,000**

\* Includes 20% contingency

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

**ANTICIPATED PROJECT SCHEDULE:**

Notice of Award ..... April 2012

Start Construction..... May 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 awarding the contract to Rasmussen Brothers Construction, Inc. and authorizing the issuance of a purchase order in the amount of \$166,672, inclusive of a 20% contingency when the agreement has been signed by all parties.

**ATTACHMENTS**

Attachment “A” – Contract Agreement



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:

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Agreement No. \_\_\_\_\_

## **AGREEMENT**

**PROJECT NO. 11-50182328**

### **MORENO VALLEY POLICE DEPARTMENT TRAFFIC DIVISION OFFICE RENOVATION**

THIS Agreement, effective as of the date signed by the City of Moreno by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Rasmussen Brothers Construction, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

**1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos.   1   inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents
- H. Project Plans
- I. City Standard Plans
- J. The bound Bidding Documents
- K. Contractor's Certificates of Insurance and Additional Insured Endorsements
- L. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

**2. REFERENCE DOCUMENTS.** The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes:

- A. None

**3. SCOPE OF WORK.** The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

## **ATTACHMENT "A"**

#### 4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is One Hundred Thirty Eight Thousand Eight Hundred and Ninety-Two Dollars (\$138,892) ("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 **Seventy (70) 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 shall further specify that Contractor must complete the preconstruction requirements within **twenty (20) 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 critical required submittals/ deferred submittals
- Installation of the approved Project Identification Signs
- Obtaining Building Permit and other Deferred Permits
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- Completion of all pre-construction activities.

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

**B. Notice to Proceed with Construction.** After all preconstruction requirements are met 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 **\$500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

## 7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, and 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, and 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, and 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, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
  - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
  - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
  - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
  
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
  - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
  - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
  - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

**7.7. Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

**7.8. Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be

provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be



furnished as a guarantee of the faithful performance of the requirements of the Contact Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and the Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorneys' fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

**9. RECORDS.** The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records

shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. 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, and 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. **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

Rasmussen Brothers Construction, Inc.

BY: \_\_\_\_\_  
City Manager

License No./  
Classification: \_\_\_\_\_

DATE: \_\_\_\_\_

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

Federal I.D. No.: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**SIGNING INSTRUCTIONS TO THE CONTRACTOR:**

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

Additional Information

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

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Price)**

**PROJECT NO. 11-50182328**

**MORENO VALLEY POLICE DEPARTMENT  
TRAFFIC DIVISION OFFICE RENOVATION**

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 **Rasmussen Brothers Construction, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Project No. 11-50182328**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

**(SIGNATURE PAGE FOLLOWS)**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

**CONTRACTOR (Principal)**

**SURETY**

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:**

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.



**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

SAMPLE

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

**ADDITIONAL OPTIONAL INFORMATION  
INSTRUCTIONS FOR COMPLETING THIS FORM**

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- 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.
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  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

**DESCRIPTION OF THE ATTACHED DOCUMENT**

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

**CAPACITY CLAIMED BY THE SIGNER**

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**LABOR AND MATERIALS PAYMENT BOND  
(100% of Total Contract Amount)**

**PROJECT NO. 11-50182328**

**MORENO VALLEY POLICE DEPARTMENT  
TRAFFIC DIVISION OFFICE RENOVATION**

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 **Rasmussen Brothers Construction, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Project No. 11-50182328**, 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 judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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:**

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- The bond shall include an attached Notary Certificate for the Bidder.
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- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
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**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)

**DESCRIPTION OF THE ATTACHED DOCUMENT**

LABOR AND MATERIALS PAYMENT BOND  
SIGNATURE PAGE

(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

**CAPACITY CLAIMED BY THE SIGNER**

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

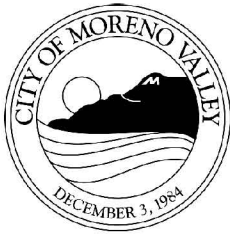
- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

**ADDITIONAL OPTIONAL INFORMATION**

**INSTRUCTIONS FOR COMPLETING THIS FORM**

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- Securely attach this document to the signed document.



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:** April 10, 2012

**TITLE:** AGREEMENT FOR THE REIMBURSEMENT OF TRANSPORTATION UNIFORM MITIGATION FEE FUNDS BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MORENO VALLEY FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT NO. 11-41570125

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept and approve the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between Riverside County Transportation Commission (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.
2. Authorize the City Manager to execute the Agreement between RCTC and the City of Moreno Valley in the form attached hereto.
3. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the TUMF Agreement between RCTC and the City of Moreno Valley for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project, subject to the approval of the City Attorney.
4. Reappropriate \$262,000 from Account No. 415.70225 (Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue) to Account No. 415.70125 (Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue).
5. Authorize the revenue and expense budgets in the TUMF Capital Projects Fund (Fund 415) for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral

“B” to Cactus Avenue project in the amounts of \$5,110,000, respectively, upon approval of the agreement for the reimbursement of TUMF funds between RCTC and the City of Moreno Valley.

## **BACKGROUND**

At the August 22, 2006 City Council meeting, the City and RCTC entered into the Agreement for the Funding of TUMF Regional Arterial Improvements with the City of Moreno Valley for the Project Approvals & Environmental Document (PA&ED) and Plans, Specifications, & Estimate (PS&E) phases of the Perris Boulevard Widening from Ramona Expressway to Cactus Avenue, Project 5106 (TUMF Agreement).

The project, as set forth in the TUMF Agreement, originally encompassed Perris Boulevard from Ramona Expressway to Cactus Avenue. On March 11, 2008, City Council approved The First Amendment to the TUMF Agreement that changed the project limits and reduced the funding amount, resulting in project limits located fully within City of Moreno Valley City boundaries. Pursuant to the First Amendment, the project boundaries and description changed to “Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue, Project 5106”.

The Second Amendment to the TUMF Agreement for the inclusion of reimbursement for the Right of Way phase was approved by City Council at its meeting on November 10, 2009. The existing TUMF Agreement and two subsequent amendments did not include funds for the Construction phase.

## **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.

The City has two TUMF Regional Arterial Improvement projects ready for construction that both realized substantial savings during the pre-construction phases: Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue (\$1.25 million in savings) and Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue (\$415,000 in savings). City staff met with RCTC staff to discuss constructing both projects using TUMF funds. It was determined, however, that there were not sufficient TUMF funds available to construct both projects. After further discussion between City staff and RCTC, RCTC agreed to support programming an additional \$4

million to supplement the above savings for a total of \$5,665,000 of funding for the Construction phase of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project. The construction of the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue project would be placed on hold until funding is available and approximately \$262,000 in TUMF funds of its remaining FY 2011/2012 budget are proposed to be reappropriated to the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project.

On March 14, 2012, the 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 has 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. There is no requirement for local agency match for this Agreement and all project expenditures are anticipated to be reimbursable; however, existing 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.

## **ALTERNATIVES**

1. Accept and approve the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between Riverside County Transportation Commission (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; authorize the City Manager to execute the Agreement between RCTC and the City of Moreno Valley in the form attached hereto; authorize the Public Works Director/City Engineer to execute any subsequent amendments to the TUMF Agreement between RCTC and the City of Moreno Valley for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project, subject to the approval of the City Attorney; reappropriate \$262,000 from Account No. 415.70225 (Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue) to Account No. 415.70125 (Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue); and authorize the revenue and expense budgets in the TUMF Capital Projects Fund (Fund 415) for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project in the amounts of \$5,110,000, respectively, upon approval of the agreement for the reimbursement of TUMF funds between RCTC and the City of Moreno Valley. *This alternative will allow for the construction of needed improvements.*
2. Do not accept and approve the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between Riverside County Transportation Commission (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. *This alternative will result in not accepting \$5,665,000 in TUMF funds from RCTC and delay the construction of needed improvements.*

**FISCAL IMPACT**

The City’s current FY 2011/2012 budget includes approximately \$293,000 available in TUMF Account No. 415.70125 and approximately \$80,000 available in Developer Impact Fee Arterial Streets Capital Projects (DIF) Account No. 416.78526 for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project. The City’s current FY 2011/2012 budget also includes approximately \$262,000 available for reappropriation 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). Staff requests a new appropriation of \$5,110,000 in TUMF funds to 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. Approving this Agreement has no impact on the City’s General Fund.

**AVAILABLE AND PROPOSED REVENUE FUNDS**

Available Budgeted TUMF Revenue (RCTC Reimb-415.4150.4660) .....	\$555,000
Additional Appropriation of TUMF Revenue (RCTC Reimb-415.4150.4660) ..	\$5,110,000
Available Budgeted DIF Revenue (416.4160.4701) .....	\$80,000
<b>Available and Proposed Revenue Funds .....</b>	<b>\$5,745,000</b>

**AVAILABLE AND PROPOSED EXPENDITURE FUNDS:**

Available Budgeted TUMF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral “B” to Cactus Avenue (Acct. No. 415.70125) .....	\$293,000
Appropriation of TUMF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral “B” to Cactus Avenue (Acct. No. 415.70125) .....	\$5,110,000
Reappropriation of Budgeted TUMF Funds Perris Boulevard / Ironwood Avenue to Manzanita Avenue (Acct. No. 415.70225) .....	\$262,000
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 .....	\$60,000
Contractor Construction Costs (includes 20% contingency) .....	\$5,130,000
Construction Geotechnical Services .....	\$105,000
Construction Survey Services .....	\$110,000
Project Management and City Inspection .....	\$240,000
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**

ADVOCACY:

Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives and goals to appropriate external governments, agencies and corporations.

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 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**

Approval of the TUMF Agreement will allow RCTC to obligate funds in the amount of \$5,665,000 for the Construction Phase of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project. The City will then proceed with the advertisement, bid, award, and construction process and subsequently submit statements to RCTC for reimbursement.

**ATTACHMENTS**

- Attachment “A” – Location Map
- Attachment “B” – Agreement for the Funding of TUMF Regional Arterial Improvements with the City of Moreno Valley

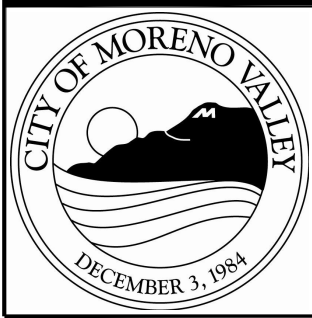
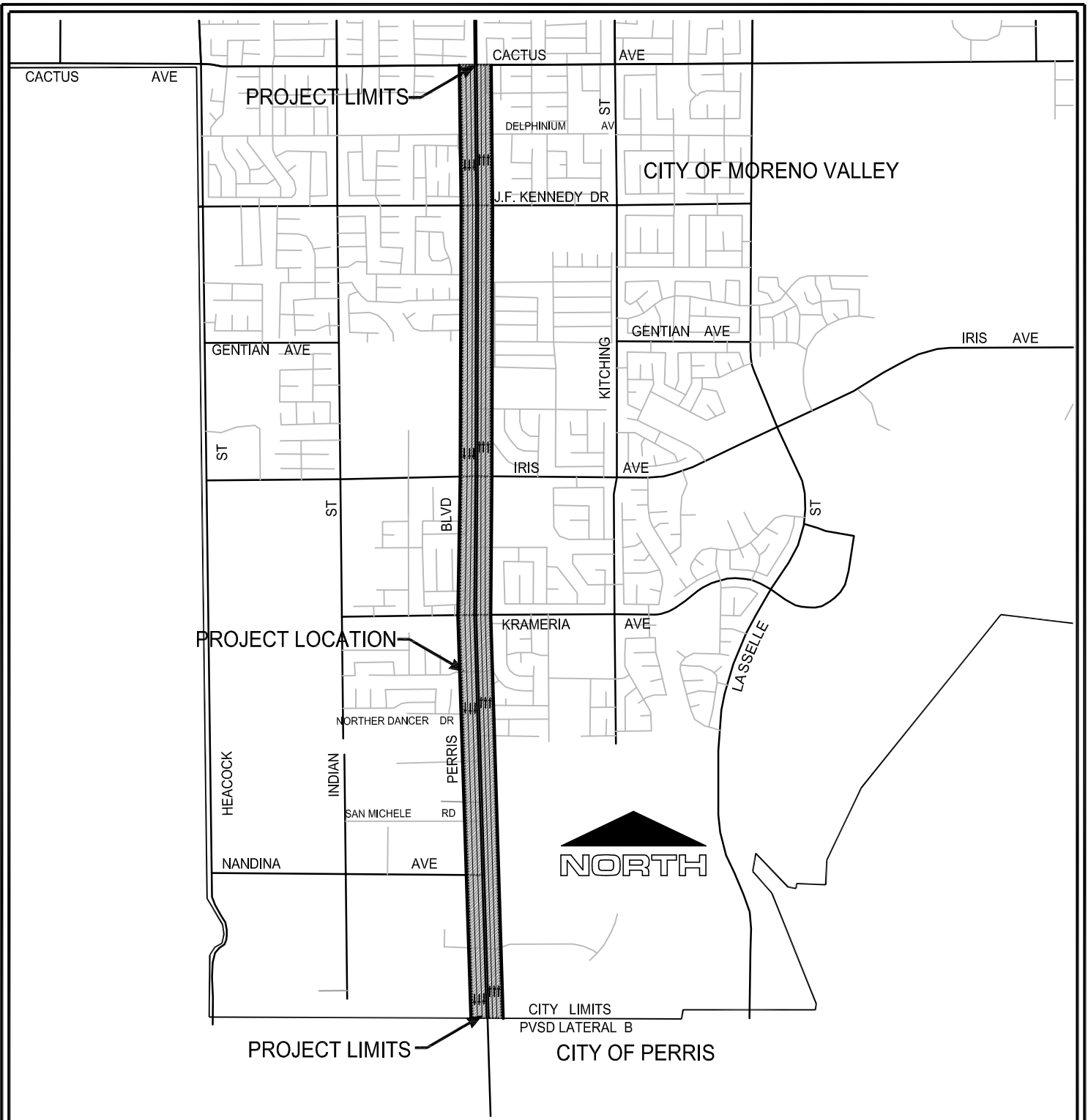
Prepared By:  
Larry Gonzales  
Senior Engineer, P.E.

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:

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



# LOCATION MAP

Public Works Department  
 Capital Projects Division  
 Scale: Not to scale  
 ATTACHMENT "A"

**PERRIS BOULEVARD WIDENING**  
 FROM  
**PVSD LATERAL "B" TO CACTUS AVE.**

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**AGREEMENT FOR THE FUNDING OF  
TUMF REGIONAL ARTERIAL IMPROVEMENTS  
WITH THE CITY OF MORENO VALLEY  
FOR THE PERRIS BOULEVARD WIDENING  
FROM CACTUS AVE TO PVSD LATERAL "B"  
PROJECT 5106**

1. Parties and Date.

1.1 This Agreement is executed and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and the **CITY OF MORENO VALLEY** ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan requires cities and the County in western Riverside County to participate in a Transportation Uniform Mitigation Fee ("TUMF") Program to be eligible to receive Local Streets and Roads funds generated by Measure A.

2.4 The Plan further requires that the first \$400 million in revenues from TUMF be made available to RCTC to fund equally the Regional Arterial System and development of New Transportation Corridors identified through the Community and Environmental Transportation Acceptability Process ("CETAP"). To receive TUMF funding, CETAP corridors must also be designated on the Regional System of Highways and Arterials as established in the TUMF Nexus Study, as last amended in October 2009, and as may be amended in the future.

2.5 The Western Riverside Council of Governments ("WRCOG") has been selected to administer the overall TUMF Program pursuant to applicable state laws including Government Code Sections 66000 *et seq.* and has entered into a Memorandum of Understanding ("MOU") with RCTC dated July 10, 2003 regarding the allocation of the \$400 million in TUMF Regional Funds to be made available to RCTC for programming.

**ATTACHMENT "B"**

2.6 RCTC issued to the cities and the County a "Call for Projects" to be funded with TUMF Regional funds, and in response to the Project Nomination Forms, took action on September 8, 2004 to adopt a five year TUMF Regional Arterial Program which identifies the projects and the maximum funding commitments awarded for specific phases of work. RCTC's TUMF Regional Arterial Program may be updated from time to time.

2.7 RCTC intends, by this Agreement, to distribute TUMF Regional Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

### 3. Terms.

3.1 Description of Work. This Agreement is intended to distribute TUMF Regional Funds to the City for the construction of the Perris Boulevard Widening from Cactus Avenue to the Perris Valley Storm Drain Lateral "B" (the "Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to the RCTC ("the Project") and as approved by the RCTC on September 8, 2004. The Project is more fully described in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend TUMF Regional Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed **Five Million Six Hundred and Sixty Five Thousand dollars and no cents (\$ 5,665,000.00)**, to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute TUMF Regional Funds in excess of the maximum TUMF share for the phase/project identified in Appendix F of the TUMF Nexus Study.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Work; (4) all costs associated with right-of-way

acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the City, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by City or consultants; (7) City costs associated with bidding, advertising and awarding of the Work contracts; (8) construction costs, including change orders to construction contract approved by the City; and (9) construction management, field inspection and material testing costs.

3.2.1.1 Right-of-Way Acquisition. The Parties acknowledge that in order to protect the City's ability to deliver the Project in a timely cost effective manner, the City may purchase parcels of property in advance of the completion of the Project's final design (PS&E). The Parties acknowledge that acquired parcels or remnants purchased in advance of final design may not ultimately be required for the Project. Upon completion of the Project's final design, the City shall provide RCTC with a detailed list of all parcels purchased by the City for which it received TUMF Regional Funds pursuant to this Agreement. The City shall identify any parcels or remnants thereof which were acquired using TUMF Regional Funds and are not required for construction of the Project. A preliminary list shall be submitted to the RCTC 30 days before the issuance of bid documents for construction of the Project and a final list shall be submitted to the RCTC no later than 30 days following the recording of the Certificated of Completion for the Project.

3.2.1.2 Valuation and Repayment of Any Property Remnants. Upon receipt of the City's final list, RCTC shall meet with the City for the purpose of identifying any parcel or reasonably usable remnant of a parcel for which TUMF Regional Funds were expended that may reasonably be developed for other use by the City and/or sold. The Parties shall confer in good faith to agree upon the disposition of such parcels and remnant parcels and their fair market value as of a date agreed to by the parties, but in no event later than the date of completion of the Project. "Fair Market Value" shall have the definition set forth in Code of Civil Procedure Section 1263.320 and "remnant" shall have the definition set forth in Code of Civil Procedure Section 1240.410. Nothing herein shall preclude the City and RCTC from beginning the meetings earlier in the event both parties agree that the parcel or remnant will not be used for the Project.

3.2.1.3 Reimbursement for Unused Parcels. Following recordation of the Certificate of Completion for the Project, the City shall be responsible for promptly reimbursing RCTC for any TUMF Regional Funds which were used to acquire parcels which are completely unused in the Project. If City funds other than TUMF were used to purchase the Parcel, those local funds shall be considered in determining the reimbursement amount.

3.2.1.4 Appeal to Commission. In the event of a disagreement between the Parties regarding the reimbursement of TUMF Regional Funds under this section 3.2.1, either party may appeal, in writing, to the RCTC Board. The RCTC Board's determination regarding excess right-of-way and value pursuant to this section shall be final.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees

attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional TUMF Regional Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Work. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. In no case shall the amount of TUMF Regional Funds allocated to the City exceed the then-current maximum eligible TUMF share for the Work. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by TUMF Regional Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with TUMF Regional Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the TUMF Regional Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay TUMF Regional Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any TUMF Regional Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) development and approval of plans, specifications and engineer's estimate (PS&E), environmental clearance, right of way acquisition, and obtaining all permits required by impacted agencies prior to commencement of the Work ; (ii) all aspects of bidding, awarding, and administration of the contracts for the Work; (iii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iv) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including TUMF Regional Funds.



3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, (Note: If this Agreement is for Phase I work do not include the following text) "including full repayment of TUMF Regional Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates **Ahmad R. Ansari, P.E., Public Works Director/City Engineer**, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all TUMF Regional Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City TUMF Regional Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This

Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

### 3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City TUMF Regional Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all TUMF Regional Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

### 3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to

negligent acts, errors or omissions or willful misconduct of the City or its subcontractors. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the City.

3.12.2 RCTC Responsibilities. RCTC agrees to indemnify and hold harmless the City, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of RCTC or its sub-consultants. RCTC will reimburse the City for any expenditures, including reasonable attorneys' fees, incurred by the City, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of RCTC.

3.12.3 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's negligent performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

3.14 Procedures for Distribution of TUMF Regional Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum eligible TUMF share of the Work, as determined by the TUMF Nexus Study, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California

Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**City of Moreno Valley**  
Capital Projects Division  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

**RCTC**  
Riverside County Transportation Commission  
4080 Lemon, 3<sup>rd</sup> Floor  
Mailing address: P.O. Box 12008  
Riverside, CA 92501

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

ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.29 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages,

salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
AGREEMENT FOR THE FUNDING OF  
TUMF REGIONAL ARTERIAL IMPROVEMENTS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein above written.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

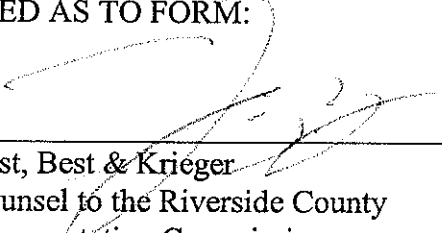
**CITY OF  
MORENO VALLEY**

By: \_\_\_\_\_  
John J. Benoit  
Chair

By: \_\_\_\_\_  
Henry Garcia  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
  
Best, Best & Krieger  
Counsel to the Riverside County  
Transportation Commission

By: \_\_\_\_\_  
Robert L. Hansen  
City Attorney



## EXHIBIT "A"

### SCOPE OF WORK, FUNDING AND TIMETABLE

**SCOPE OF WORK:** The Phase of Work to be performed under this Agreement is construction.

**FUNDING:**

PHASE	TUMF	LOCAL	TOTAL
CONSTRUCTION	\$5,665,000	\$ 0	\$5,665,000
TOTAL	\$5,665,000	\$ 0	\$5,665,000

**TIMETABLE:**

Expected start date: July 2012

Estimated Completion date: April 2013

Funding expenditures shall be consistent with the attached Exhibit "A-1" unless otherwise approved by RCTC.

## EXHIBIT "A-1"

The following list of items generally identified as eligible or ineligible for TUMF Regional Funding reimbursement are consistent with those used to develop the costs for improvements in the first NEXUS Study prepared by WRCOG.

In general, all improvements, with the exception of sidewalks, must be within the curbs of the roadway and extend no further than the curb returns at intersections. In addition, all improvements on or connecting to interstate and state route facilities shall be consistent with Caltrans Highway Design Manual standards.

Items which are typically considered eligible include:

- Asphalt concrete pavement, up to 16' per lane, to accomplish a 12' travel lane and ancillary treatment and appropriate base materials
- Concrete curb and gutter and associated drainage – paved roadway shoulders and swale may be used as a substitute
- Class II Bike Lanes
- Paved and painted 14' median, may be used as a dual left turn lanes
- Traffic signals at intersections with state highways and major arterials which are also on the TUMF Network
- Pavement striping and roadway signing as required.

Items which are not typically considered eligible include:

- Portland Cement pavement or other aesthetic pavement types (except at intersections)
- Major rehabilitation or overlay of existing pavement in adjacent roadway lanes
- Raised Medians
- Parking Lanes
- Landscaping
- Lighting
- Class I Bike Lanes

## EXHIBIT "B"

### PROJECT DESCRIPTION, FUNDING AND MILESTONES

**PROJECT DESCRIPTION:** PA&ED, PS&E and R/W have been completed. This Agreement is for the only for construction phase to widen Perris Boulevard from Cactus Avenue to Perris Valley Storm Drain Lateral "B".

**FUNDING:** Identify TUMF, local, state and/or federal funding for each Phase of Work.

PHASE	TUMF	LOCAL	TOTAL
CONSTRUCTION	\$5,665,000	\$ 0	\$5,665,000
TOTAL	\$5,665,000	\$5,665,000	\$5,665,000

**MILESTONES** – provide a list of phases and milestones for completion of the improvements and estimated dates when each is expected to be accomplished.

Construction Start Date: July 2012

Estimated Completion date: April 2013

## EXHIBIT "C"

### PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.
2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".
3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample of an acceptable progress report is attached as Exhibit "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".
4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.
5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Invoice No. \_\_\_\_\_

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on the Work; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

**EXHIBIT "C-1"**  
**[Sample for Contracts with Subcontractors]**

For the satisfactory performance and completion of the Services under this Agreement, the City will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (\_\_\_\_ INSERT WRITTEN DOLLAR AMOUNT\_\_\_\_) (\$\_\_\_\_ INSERT NUMERICAL DOLLAR AMOUNT\_\_\_\_) without written approval of the City Manager [or applicable position] ("Total Compensation").

**1. ELEMENTS OF COMPENSATION.**

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

**1.1 DIRECT LABOR COSTS.**

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

**1.1.1 DIRECT SALARY COSTS**

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

**1.1.2 MULTIPLIER**

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is \_\_\_\_\_, and is the sum of the following components:

1.1.2.1 Direct Salary Costs \_\_\_\_\_

1.1.2.2 Payroll Additives \_\_\_\_\_

*The Decimal Ratio of Payroll Additives to Direct Salary Costs.* Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs \_\_\_\_\_

*The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.*

Total Multiplier \_\_\_\_\_  
 (sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

**1.2 FIXED FEE.**

1.2.1 The fixed fee is \$ \_\_\_\_\_.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

**1.3 ADDITIONAL DIRECT COSTS.**

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	[ <u>insert charges</u> ]
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to the City's office must have the City's prior written approval to be reimbursed under this Agreement.

2. **DIRECT SALARY RATES**

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify the City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION      RANGE OF HOURLY RATES

[ sample ]

Principal	\$ .00 - \$ .00/hour
Project Manager	\$ .00 - \$ .00/hour
Sr. Engineer/Planner	\$ .00 - \$ .00/hour
Project Engineer/Planner	\$ .00 - \$ .00/hour
Assoc. Engineer/Planner	\$ .00 - \$ .00/hour
Technician	\$ .00 - \$ .00/hour
Drafter/CADD Operator	\$ .00 - \$ .00/hour
Word Processor	\$ .00 - \$ .00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. **INVOICING.**

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to the City Manager with two (2) copies to the Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the City's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges



for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to the City such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Invoice No. \_\_\_\_\_

**4. PAYMENT**

- 4.1 City shall pay the Contractor within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

**EXHIBIT C-2**  
**Sample Cover Letter to RCTC**

Date

Ms. Anne Mayer  
Executive Director  
Riverside County Transportation Commission  
4080 Lemon Street, 3rd Floor  
Riverside, CA 92501  
ATTN: Accounts Payable

Re: Project Title - Invoice # \_\_\_

Enclosed for your review and payment approval is the City's invoice for professional and technical services that was rendered by our contractors in connection with the TUMF Regional Arterial Improvements per Agreement No. \_\_\_\_\_ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

**Amount due this Invoice:** **\$0,000,000.00**

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: \_\_\_\_\_  
Name  
Title

cc:

**EXHIBIT C-3**  
**Sample Letter from Contractor to City**

Month/Date/Year

[INSERT CITY ADDRESS]

Invoice # \_\_\_\_\_

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For [type of services] rendered by [contractor name] in connection with [name of project] This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00
	-----
<b>TOTAL AUTHORIZED CONTRACT AMOUNT:</b>	<b>\$000,000.00</b>
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	<u><u>\$000,000.00</u></u>

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: \_\_\_\_\_  
Name  
Title

**EXHIBIT C-4**  
**Sample Progress Report**

REPORTING PERIOD:     Month/Date/Year to Month/Date/Year  
PROGRESS REPORT:     #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1.     Responded to Segment 1 comments from Department of Transportation
2.     Completed and submitted Segment 1 final PS&E

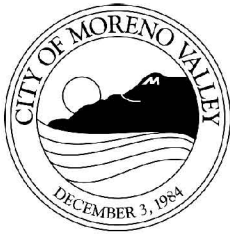
B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1.     Completing and to submit Traffic Signal and Electrical Design plans
2.     Responding to review comments



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

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## Report to City Council

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

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

**AGENDA DATE:** April 10, 2012

**TITLE:** AUTHORIZE THE FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PARSONS TRANSPORTATION GROUP FOR SR-60/MORENO BEACH DRIVE PHASE 1 AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Fifth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701 to finalize all design and right-of-way documentation for Caltrans approval for the SR-60/Moreno Beach Drive Interchange Phase 1 and SR-60/Nason Overcrossing projects.
2. Authorize the City Manager to execute the Fifth Amendment to Agreement for Professional Consultant Services with Parsons in the form attached hereto.
3. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval.
4. Authorize Change Orders to increase Purchase Order Numbers 42265 and 42275 with Parsons Transportation Group totaling \$680,000 to be funded from Account Numbers 797.79718 (\$430,000) and 797.79731 (\$250,000) when the Fifth Amendment has been signed by all parties.

## **BACKGROUND**

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons for design, right-of-way engineering, and construction support services for the SR-60/Nason Overcrossing and the SR-60/Moreno Beach Interchange. The agreement covered the design of both interchanges as one construction project.

On January 13, 2009, the City Council reprioritized capital projects funded by Redevelopment Agency (RDA) bonds and allocated sufficient funds to the SR-60/Nason Overcrossing project, which required that the City request Caltrans approve splitting and re-validating both projects, which was completed in 2010.

On March 8, 2011, the City Council entered into a Cooperative Agreement with the Redevelopment Agency and again reprioritized projects. Funding was allocated to SR-60/Moreno Beach project phase (Phase 1) to build the freeway ramp alignments at the south side of the SR-60/Moreno Beach Drive Interchange and connect Eucalyptus Avenue to Moreno Beach Drive.

On June 14, 2011, the City Council approved the Fourth Amendment to Agreement for Parsons to provide for engineering and environmental services to split the SR-60/Moreno Beach Interchange into two stand-alone construction phases as well as to update the SR-60/Nason Overcrossing plans. Contract Amendments 1, 2, and 3 revised the scope of work within the approved contingency to address appraisal/excess land services, storm water grant application services, environmental re-validations and new Supplemental Project Reports to split Nason and Moreno Beach into two projects, new Caltrans pavement analysis requirements, and extended survey services.

## **DISCUSSION**

The SR-60/Moreno Beach Phase 1 improvements include reconstruction of the eastbound on- and off-ramps to SR-60, connection of the west leg of Eucalyptus Avenue to Moreno Beach Drive, and the addition of an eastbound auxiliary lane. The SR-60/Nason Overcrossing project replaces the bridge, constructs a new sound wall, and completes the ultimate improvements at this location. The City's Economic Development Plan identifies both projects as priority projects.

The scope of engineering and survey services outlined in Parsons' Fifth Amendment is needed to keep pace with and address recent significant constructability measures savings, reduced design and construction time, reduction in construction costs to meet budgets, elimination of "throw-away" improvements, address Caltrans comments, facilitate Caltrans approval, expedite utility agreements, and facilitate right-of-way negotiations, all in order to meet project milestones and objectives.

For the SR-60/Moreno Beach Phase 1 project, Parsons successfully assisted with the following tasks:

- Negotiation for acquisition of property east of Fire Station 58 at a reduced cost to the City, avoiding project delays.
- Negotiation for an expedited Caltrans project review in exchange for substantial compliance with recent mandatory Caltrans requirements for a longer pavement life cycle and other cost-saving measures.
- As a result of Parsons' efforts, the City anticipates right-of-way and construction cost savings of over \$800,000 as well as a reduction of construction duration from thirteen months to nine months.

For the SR-60/Nason Overcrossing project, Parsons successfully assisted with the following tasks:

- Project review for constructability issues and suggested recommendations that would result in significant savings in time and cost for the construction phase.
- Reduction in project duration, providing a substantial benefit to residents and businesses in the Nason area as well as saving at least \$700,000 in construction and support costs.
- Recommendation of several measures for the SR-60/Nason ramp project to eliminate "throw-away" work, eliminating the need for some future ramp and freeway closures.
- Adjustments to proposed structures based on underground soil conditions uncovered during the current construction project that will reduce potential future change orders.

Parsons' services for both projects covered by the Fifth Amendment consist of incorporating the work into the plans, specifications, estimates, and related reports, and ensuring Caltrans approval. The amendment provides for completed construction documents that expedite construction, reduce potential change orders, and meet budgets. The majority of the work for this amendment has already been done in order to address Caltrans' comments and submit final plans in a timely manner. In response to the City's strong desire to get these projects delivered to the community, the City and the consultant have agreed to a not-to-exceed amount of \$680,000. Staff is continuing to negotiate with Caltrans and the consultant as Caltrans review comments arise, to focus on only mandatory tasks to get the plans approved. The consultant has also agreed to payment upon the performance goal of Caltrans-approved plans.

Final plans for the SR-60/Nason Overcrossing project were submitted to Caltrans on February 6, 2012, and are in the approval process. Final plans and right-of-way acquisition for the SR-60/Moreno Beach Phase 1 project are on schedule for late March 2012 submittal to Caltrans.

The recommended contract award is an action of the City Council acting as the Successor Agency of the former City of Moreno Valley Redevelopment Authority. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14,

2011. However, the Successor Agency Oversight Board has not yet approved the ROPS and there is a risk that the Oversight Board may not approve the expenditure of Tax Allocation Bond proceeds as an enforceable obligation of the Successor Agency. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current status of the ROPS, the tax increment to pay the contracts being recommended has not been authorized to pay these contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

### **ALTERNATIVES**

1. Approve the Fifth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701 to finalize all design and right-of-way documentation for Caltrans approval for the SR-60/Moreno Beach Drive Interchange Phase 1 and SR-60/Nason Overcrossing projects, authorize the City Manager to execute the Fifth Amendment to Agreement for Professional Consultant Services with Parsons in the form attached hereto, acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval, and authorize Change Orders to increase Purchase Order Numbers 42265 and 42275 with Parsons Transportation Group totaling \$680,000 to be funded from Account Numbers 797.79718 (\$430,000) and 797.79731 (\$250,000) and when the Fifth Amendment has been signed by all parties. *This alternative will facilitate the timely construction of needed improvements.*
2. Do not approve the Fifth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701. *This alternative will significantly delay the construction of needed improvements.*

### **FISCAL IMPACT**

The projects are currently funded using 2007 Redevelopment Agency Tax Allocation Bond proceeds (Series A) (Fund 897), Successor Agency TABS (Fund 797), Transportation Uniform Mitigation Fees (Design Phase - Fund 415) and Developer In-lieu Street Improvement Funds (Fund 414). These funds have been allocated for the SR-60/Moreno Beach Interchange and SR-60/Nason Overcrossing improvement projects and cannot be utilized for operational activities. There is no impact to the General Fund.

The contract total is \$5,506,047.86 (\$3,387,611.00 for the original Agreement plus \$49,667.00 for the First Amendment, \$89,771.86 for the Second Amendment,



\$114,021.59 for the Third Amendment, \$1,184,976.41 for the Fourth Amendment and \$680,000.00 for the Fifth Amendment). The First, Second and Third Amendments were funded from the contingency included in the original contract approved by the City Council on March 13, 2008. Change Orders totaling \$680,000.00 will increase Purchase Order Numbers 42265 and 42275 with Parsons Transportation Group and will be funded from Account Numbers 797.91718 (\$430,000.00) and 797.79731 (\$250,000.00).

**SR-60/Moreno Beach – Phase 1**AVAILABLE FUNDS - FY 2011/2012

FY 2011/2012 RDA Funds (Account 897.91731) .....	\$ 472,000
FY 2011/2012 Successor Agency to RDA Funds (Account 797.79731)** .....	\$ 1,869,000
Total FY 2011/2012 Project Budget* .....	\$ 2,341,000

\*As approved in the FY2011/2012 Capital Improvement Plan.

\*\*Incurred prior to February 1, 2012.

FY 2011/2012 ESTIMATED COSTS (DESIGN & R/W PHASE)

Right-of-Way, Utility, and Support Costs .....	\$ 500,000
Design* .....	\$ 462,000
Design – Fifth Amendment .....	\$ 250,000
Estimated Cost .....	\$ 1,212,000

\*Balance of previous funding authorizations

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way .....	March 2012
Caltrans Approval and Authorization to Bid .....	July 2012
Advertise Project .....	August 2012
Begin Construction .....	November 2012
Complete Construction .....	August 2013

**SR-60/Nason Overcrossing**AVAILABLE FUNDS - FY 2011/2012

FY 2011/2012 Developer In-lieu Street Improvement Funds (Account 414.80429) .....	\$ 30,000
FY 2011/2012 RDA Funds (Account 897.91728)** .....	\$ 570,000
FY 2011/2012 Successor Agency to RDA Funds (Account 797.79718) .....	\$ 15,578,000
Total FY 2011/2012 Project Budget* .....	\$ 16,178,000

\*As approved in the FY2011/2012 Capital Improvement Plan.

\*\*Incurred prior to February 1, 2012.

FY 2011/2012 ESTIMATED COSTS

Construction and Related Support Costs .....	\$ 900,000
Design* .....	\$ 415,000
Design – Fifth Amendment .....	\$ 430,000
Estimated Cost .....	\$ 1,745,000

\*Balance of previous funding authorizations

ANTICIPATED PROJECT SCHEDULE

Complete Design .....	February 2012
Caltrans Approval and Authorization to Bid .....	March 2012 – May 2012
Advertise Project* .....	June 2012
Begin Construction* .....	November 2012
Complete Construction* .....	January 2014

\* Contingent upon reprogramming of funds by Caltrans prior to advertisement

**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 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**

Additional design, right-of-way work, utility coordination, and Caltrans documentation is needed for the SR-60/Nason Overcrossing and SR-60/Moreno Beach Phase 1 projects. The consultant has submitted a proposal for \$680,000 to perform this additional work. A significant amount of this work has occurred in order to finalize and send plans and right of way documents to Caltrans in March 2012. Staff recommends approval of the Fifth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group as well as an \$680,000 increase to Purchase Order Numbers 42265 and 42275 to be funded from Account Numbers 797.79718 (\$430,000) and 797.79731 (\$250,000).

**ATTACHMENTS**

Attachment "A" – Fifth Amendment to Agreement for Professional Consultant Services

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

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

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

Concurred By:  
Barry Foster  
Community & Economic Development  
Director

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

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**FIFTH AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 07-41570024**

This Fifth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Parsons Transportation Group, Inc., an Illinois corporation, hereinafter referred to as "Consultant." This Fifth 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 May 22, 2008.

Whereas, the Consultant is providing consultant design services for State Route 60/Moreno Beach Drive Interchange and Nason Street Overcrossing improvements.

Whereas, the Agreement was amended on May 4, 2009 to extend the professional consultant services in the First Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on September 10, 2009 to extend the professional consultant services in the Second Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was further amended on June 20, 2010, to extend the professional consultant services in the Third Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was again amended on June 21, 2011, to extend the professional consultant services in the Fourth Amendment to Agreement for Professional Consultant Services.

**Attachment "A"**

**FIFTH AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 07-41570024**

Whereas, it is desirable to further amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fifth Amendment.

Whereas, the Consultant has submitted a Proposal dated February 18, 2012, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- Fifth Amendment" and is incorporated herein by reference.

**SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:**

1.1 The Agreement termination date of **December 31, 2014**, is not extended by this Amendment.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A -- Fifth Amendment," entitled "SR60/Moreno Beach Drive Phase 1 and SR60/Nason Overcrossing Improvement Projects -- Amendment #5 Scope of Work."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A -- Fifth Amendment," entitled " SR60/Moreno Beach Drive Phase 1 and SR60/Nason Overcrossing Improvement Projects -- Amendment #5 Scope of Work."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$680,000.00 in consideration of the Consultant's performance of the work set forth in "Exhibit A -- Fifth Amendment."

1.5 The total "Not to Exceed" fee for this contract is \$5,506,047.86 (\$3,387,611.00 for the original Agreement plus \$49,667.00 for the First Amendment, \$89,771.86 for the Second Amendment, \$114,021.59 for the Third Amendment, \$1,184,976.41 for the Fourth Amendment, and \$680,000 for the Fifth Amendment).

**FIFTH AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 07-41570024**

**SECTION 2**

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

**FIFTH AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 07-41570024**

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

City of Moreno Valley

Parsons Transportation Group Inc.

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds \$15,000)</i>
_____ Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

Attachment: "Exhibit A – Fifth Amendment"

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchn\Design Phase\Consultant - Parsons\Agreement\Design Phase\Fifth Amendment\Fifth Amendment - Parsons.doc



**SR-60/MORENO BEACH DRIVE PHASE 1**  
**AND SR60/NASON OVERCROSSING IMPROVEMENT PROJECT(S)**

**AMENDMENT #5 – SCOPE OF WORK**

**DATE: 2-18-2012**

**BACKGROUND**

Pursuant to construction-phase changes for the Nason Ramp Project and related coordination and design support provided by Parsons to Caltrans and the Nason Ramp project team – Parsons identified opportunities to reduce construction costs for both the Nason Ramp Project and for the Nason Bridge Project. The design changes identified include eliminating some overlapping work between the two projects, and design revisions to the Nason Ramp drainage and layout plans in order to minimize “throwaway costs.” As a result of the coordination during the last 12 months, Parsons Team has been able to identify and implement design changes that will help reduce both the construction schedule for the Bridge project by 6 months and to minimize rework – resulting in construction cost savings estimated at \$550,000.

In addition, pursuant to changes to the conceptual design at the Moreno Beach Drive Phase 1 project, Parsons has proposed reducing the duration of Phase 1 construction schedule by 4 months, by reducing the limits of re-paving on Moreno Beach drive north of Eucalyptus Avenue (Phase 1 design would be “widening only” on Moreno Beach Drive). In addition, Parsons has proposed design changes to the EB on-ramp to reduce the grading quantity, and reduce the limits of reconstruction of the existing 84” Line G storm Drain and related drainage facilities. In addition, Parsons has identified proposed changes to the 12” EMWD water line relocation alignment to reduce impacts to existing Automall block wall, reducing both the construction duration and construction costs.

Regarding the right-of-way acquisition process: Parsons Team successfully negotiated with Prologis (Owner of the parcel just east of City Fire Station No. 58) and EMWD to resolve drainage and access easement issues for the 12” water line relocation across the Prologis parcel at a significant cost savings. After effective coordination with both EMWD and Prologis, Parsons was able to get both parties to move forward with the acquisition process subject to a letter outlining specific conditions required by Prologis. Parsons drafted the letter outlining the conditions acceptable to Prologis and EMWD and then had EMWD issue this letter to Prologis regarding the future disposition of the relocated 12” water line. As a result, Prologis agreed to the City’s offer of compensation for the proposed easements at a price of \$80,000. This figure is \$160,000 below the price ceiling that City staff had been authorized to expend for this acquisition. Parsons effective work with this landowner avoided project delays and achieved the right-of-way acquisitions needed for the project.

In addition to the changes noted above, Parsons has coordinated with the City and Caltrans to resolve several design changes that have been required by Caltrans to the pavement design life and related paving requirements. In exchange for Caltrans agreeing to expedite reviews to finalize the Nason Bridge project PS&E approvals, the city has agreed to comply with Caltrans latest design guidelines for pavement life cycle cost designs for this project. The changes to the project plans, specifications and estimates include revisions to reflect a thicker pavement design for a Traffic Index T.I.=15.0 which is consistent with a 20+ year design life for the eastbound and westbound auxiliary lanes on this project. In addition, Caltrans new policy requires grind-and-overlay of the adjacent lane for any locations that the project is widening (adding an Auxiliary lane) to the existing freeway. Parsons was successful in negotiating this compromise with Caltrans. (Caltrans original position required a 40-year long-life pavement – at a cost of over \$400,000 more than the approved 20+ year pavement).

**Exhibit "A"**

As a result of the four issues described above Parsons has estimated the additional design tasks including hours and budgets that would be required to implement the design changes and achieve the related construction cost savings and schedule reductions. Additional design changes to specific disciplines are described below. A summary of the Construction phase and R/W phase cost savings is provided below.

Project Cost Savings due to Parsons Planned Design Phase Tasks:

1. Design revisions to Moreno Phase 1 to protect in place 96' of existing 84" storm drain: Savings = \$150,000 and related reduction in Construction schedule of 15 working days reduction.
2. Grading revision to Moreno Phase 1, to save 500 lineal feet of existing concrete ditch along north side of existing Automall block wall = Cost savings \$50,000 in reduced grading, and \$40,000 in reduced removal of concrete channel and related schedule savings and would reduce working days by 20 days.
3. Drainage crossing revisions at Eucalyptus Avenue based upon 2nd round of Potholing - will minimize or eliminate impacts to five existing Utilities within Eucalyptus Avenue including (5) SCE conduits, (4) MVU conduits, 1-12" water, and (1) 24" water and existing underground Verizon conduits. Cost savings to avoid these Utility impacts: = Estimated savings of 40 working days, and \$150,000 on Utility relocations.
4. Design revisions at EMWD water relocation. The preliminary design per the Project Report/Environmental Document phase proposed 3200 lineal feet of new parallel water system. Revised final design developed by Parsons (and agreed to by EMWD) resulted in a revised waterline alignment at east end of Automall within an existing EMWD easement, and then along the north-end of the parking lot at City Fire station Number 58, and through the adjacent Citrus Grove. Proposed revised design solution resulted in a reduction of 1800 lineal feet of water line relocation compared to the original concept and construction cost savings of \$200,000.
5. Caltrans originally mandated a 40-year pavement design life for the WB and EB Auxiliary lanes along SR60 between Nason Street and Moreno beach Drive per Caltrans policy for State Routes with Average Annual Daily Traffic (AADT) greater than 150,000. However, as a result of Parsons Coordination and design efforts, we were able to get Caltrans to drop the 40-year TI =16.5 design requirement and agree to a compromise "20 year +" (long life) TI = 15.0. The extra effort by Parsons resulted in a compromise design structural section of 20+ year design that will be approximately \$500,000 less expensive than Caltrans originally proposed 40-year PCC pavement design.
6. Reduction in time-related-overhead cost during construction of Nason Bridge project – due to schedule savings.

1. 150,000 Drainage changes at Moreno Beach Drive 84" pipe
2. 90,000 Reduced grading and drainage impacts (Moreno Phase 1)
3. 150,000 Reduced Utility Relocations at Eucalyptus/Moreno Beach Drive
4. 200,000 Reduced Water Line Relocation Costs
5. 500,000 Reduced Pavement Construction Cost
6. 300,000 Time Related OH savings (Nason)

Total Estimated Construction Cost savings: \$1,390,000 -- directly resulting from Parsons Design & coordination efforts.

Schedule Acceleration:

Note that all of the proposed construction phase savings will be achieved without any impact to the current design phase schedule. The project is on schedule to have the designs for Nason Street Overcrossing and for Moreno Beach Drive (Phase 1) completed, approved by Caltrans, and under construction by or before August 2012.

In addition, since the Moreno Beach Drive project is locally funded, and since all of the right-of-way has been acquired for this project (final parcel is in escrow as of 1/2012), the Moreno Phase 1 project could be accelerated to begin construction before the Nason Bridge project and it would accelerate the date when the Eucalyptus Avenue connection to Moreno Beach Drive is opened.

The City recently hired a Construction management firm to complete an early action task of a constructability review for both the Nason Bridge project and the Moreno Beach Drive phase 1 project. Parsons met with City/Caltrans/and CM firm on 1-10-2012 and 1-26-2012 to discuss implementation of the CM firm's constructability comments. The benefits to the City of this process will include reduced probability for construction phase change orders or claims and improved Bid package-- resulting in better bids and streamlined construction contract administration.

Changes in Scope:

As Parsons proposes to provide design services beyond the contract scope of work to finalize the project Plans Specifications and Estimates for the Nason Bridge Project, and the Moreno Beach Drive-Phase 1 project including: changes due to the revised "existing conditions" pursuant to the Nason Ramp Project the changes to pavement design, and other project updates described above. The impacts to the affected project plans, reports and coordination activities required to achieve the proposed construction schedule and construction cost savings described below.

1. Nason and Moreno: Extra work related to Pavement Design, Grind and overlay adjacent lane next to widening, and ongoing updates to Life Cycle Cost Analysis report.
2. Moreno: Extra work required to prepare a separate Moreno Beach Drive Phase 1 – PS&E package. Amendment #4 was based upon a limited effort to "reformat" the existing design. It was also assumed that the packages would go directly to a "100 percent" PS&E packages, when in fact there were a number of conceptual design issues raised by City and Caltrans "typical 30% and 60% design issues" including: interim profiles, interim striping, interim grading, interim drainage concepts, interim landscaping-water-supply, which involved design development tasks (typical of 30/60 percent PS&E). The required design effort was not recognized in the amount budgeted for the "Phase 1" PS&E

3. Nason: Extra work will be required to address project changes due to construction phase changes in the "Nason-Ramp-Project." These changes will include revisions to rock blanket, revisions to drainage plans, profiles, quantities and reports, changes to Traffic signal plans, and changes to Utility plans to accommodate an SCE Temporary Pole line and Moreno Valley Utility (MVU).
4. Striping and Signing changes will be required to SR-60 mainline to address the continuous HOV access restriping project that was implemented by Caltrans as part of a separate project in August 2011.
5. Additional design survey of the as-built pavement elevations and new embankments after completion of the Nason Ramp Project – as discussed at the January 10, 2012 Constructability Review Meeting – additional design surveys are recommended to be done in March or April 2012 so that the bridge project can be updated if necessary to exactly match the newly constructed "existing condition" and this minimal design phase cost could help reduce or eliminate potential claims during the Construction phase for the Bridge project.

#### **PART 1 - SR60/Nason PS&E**

The additional design and coordination effort required to finalize the project plans, specifications and estimates will include updates including the following tasks and work products:

1. Meetings, Coordination and Comment Resolution: Parsons will conduct project coordination with Caltrans, City and the Nason ramp project team to resolve project issues and develop consensus regarding proposed design changes described above, and in the more detailed sections below.
2. Layout plans and Typical Sections and Design updates: Parsons reviewed the 2009 layout plans and typical cross sections in light of the pavement structural section types proposed by the Nason Ramp project plans and made recommendations to City to extend the limits of the WB auxiliary lane at the WB off ramp in order to reduce reconstruction limits within the gore area and minimize the related ramp closure as part of the Nason Bridge project. This extra design coordination and plan updates will result in significant construction cost savings for the Bridge project. In addition, Parsons conducted a detailed review of the limits of pavement overlay and pavement reconstruction along Nason Street and made revisions to the Nason Bridge Project PS&E paving limits-resulting in reduced pavement quantities and construction cost savings for the bridge project.

SB left turn storage design at Nason/Fir intersection: The City indicated that the existing SB left turn pocket at Nason/Fir intersection has experienced long queues that back up into the through lanes – observed since completion of the recently opened EB ramps at Nason Street/SR-60. Parsons redesigned and revised the project geometry for median curb and striping on Nason Street – both NB and SB in order to provide

increase SB left turn storage length. This re-design effort was not anticipated in the hours allocated for the PS&E updates.

Review and update ADA requirements at Curb Returns – Fir Avenue: The City has requested that Parsons review the existing curb-ramps at the NW corner of Nason/Fir intersection and provide updates in the project plans to bring them in compliance with current ADA standards.

3. Construction Details: In October 2010, Caltrans conducted a grind-and-overlay project along the mainline of SR-60 which resulted in higher elevations (approximately 3/4") along the join locations for the project. In addition, the Nason Ramp Project will reconstruct the gore areas for the WB off- and on-ramps. In order to finalize the design and construction details for the WB auxiliary lane, "as-constructed" design surveys will be required at these locations and then the related construction details will be need to be updated. Pursuant to these change of existing conditions, Parsons will expend additional design effort to update the construction detail plans
4. Utility Plans and Coordination: The City of Moreno Valley Electrical Utility (MVU) decided to add underground electrical facilities along the East side of Nason Street within the project limits. This decision was made in August 2011, after the 100% PS&E had been submitted. This addition required additional coordinating by Parsons, review of preliminary MVU plans, and revisions to the Utility base plans to reflect the additional facilities.
5. Pavement Delineation Plans: In approximately July 2011, Caltrans completed a restriping project along the mainline of SR-60 to make the existing carpool lane striping "continuous access". This resulted in changes to the project striping plans and quantities for the Nason Bridge project to reflect the changes to striping and signing along the existing EB and WB carpool lanes.
6. Traffic Electrical plans: Parsons reviewed the 2009 traffic electrical plans and identified updates necessary to make the plans consistent with the February 2010-approved Nason Ramp project. In addition, the temporary traffic signal plans required extensive revisions due to changes in the Construction Staging concepts noted above.
7. Construction staging and Detour plans: Pursuant to comments from the City regarding proposed ramp closures for the EB off-ramp and "lessons learned" regarding the detours on the Nason ramp project, the staging plans will be revised to minimize the EB off ramp closure to a single 54-hour weekend closure. In addition, the staging plans will be updated to include a ramp closure for the WB off ramp to allow for construction of the PCC (concrete) ramp terminal pavement.
8. Sound wall Plans: Pursuant to constructability and aesthetic plans updates, there will be some updates to the Sound wall plans, and proposed grading along both sides of the proposed sound wall along Elder Avenue.

9. Bridge Plan Updates: Additional design updates will be required to finalize updates to the bridge plans including incorporating the “decorative lighting” and changes to address constructability review comments.
10. Pavement Section Updates: Pursuant to updated requirements in Caltrans Highway Design Manual – the project plans will need to include “grind and overlay” the freeway lane adjacent to the proposed widening on the project plans. Per ongoing discussions with Caltrans Materials group, the City has agreed to provide a 0.20’ grind and overlay of the adjacent lane for proposed Auxiliary lane locations in exchange for Caltrans agreement to expedite the approval process for the PS&E and to thereby ensure that \$1-million in “State and Local Program” (SLPP) funds are not lost by missing the funding deadline. In addition, Caltrans now requires a “20+ year design life” pavement section that will require additional changes/updates to the plans, specifications, quantities and estimates.
11. Constructability Review and Coordination: The City recently selected a Construction Management (CM) firm to oversee the Construction phase for the Nason Bridge Project. Pursuant to the schedule and cost savings ideas identified by this firm in their CM proposal and interview, the city requested that Parsons review and assess the viability of incorporating the recommendations into the project PS&E.
12. Caltrans Special Provisions Updates: Pursuant to ongoing changes in Caltrans special provisions, additional iterations of updates to SSP’s will be required to finalize the SSP package.
13. Quantity and Engineer’s Estimate Updates: Pursuant to design changes and updates to the “existing condition” per the Nason Ramp project – additional quantity summary updates will be required to finalize the project estimate.
14. Landscaping plan Updates and Coordination: Parsons Team has coordinated with EMWD regarding the available water pressure and point of connection locations for the proposed project irrigation plans. Pursuant to the water pressure tests by EMWD, there is insufficient water pressure to run the proposed project irrigation systems and “booster pumps” will need to be added to the project plans, specifications and estimates.
15. Drainage Design Revisions: Change Orders related to the Nason ramp project have resulted in changes and updates to proposed drainage systems. This will require updates to drainage plans, profiles and quantity sheets. The most significant changes pertain to the drainage system in the SW quadrant of the interchange at the existing hook-ramps – Drainage system 10 – items (a, b,c,d,e,f). As a result of Parsons coordination with City/Caltrans & the Nason Ramp Design team, over 300 feet of concrete trapezoidal channel has been replaced by CCO with RSP channel that will eliminate the need to remove and reconstruct this channel as part of the bridge project. The resolution of this issue will require additional drainage design calculations, changes to the project drainage plans, details, quantities and Storm Water Data Report, and related conference calls and project coordination. The result of the changes will be significant construction cost savings to the

City by eliminating some re-work that would have been required for the Nason Bridge Project.

16. Stockpile – Environmental Testing (EMI): Caltrans reviewed the proposed scope of work for environmental testing that Parsons developed for the Allesandro “stockpile”, and the proposed testing has been completed and documented in a report that has been submitted for Caltrans review and approval. Upon approval by Caltrans, this existing stockpile will be added to the project Bid package as an “optional borrow site”. If the borrow material is not used by the Nason Bridge project, the City will have the option to make it a “mandatory borrow site” as part of the Moreno Beach Drive Phase 1 project.
17. “As-Built” Surveys: Parsons proposed that upon completion of the construction phase grading and improvements by the “Nason Ramp Project”, the embankments, pavement and selected features be surveyed such that the “new” existing condition can be used to update the design quantities for earthwork, the limits of grading, and to confirm the revised existing ground for the bridge project. This new data will be used to verify the quantities calculated for the Nason Bridge Project and thereby reduce the potential for change orders and claims during construction of the Nason Bridge Project.

## **PART 2 - SR60/Moreno Beach Drive-Phase 1 PS&E**

The work completed by Parsons to prepare updated “Final” Plans, Specifications and Estimates:

1. Meetings, Coordination and Comment Resolution: Parsons will conduct project coordination with Caltrans and the City to resolve project issues and develop consensus regarding proposed design changes described above, and in the more detailed sections below.
2. Layouts and Typical Sections and Design updates: As a result of creating a new set of plans to construct only the EB ramps (per Amendment #4), Parsons reviewed the opportunities to minimize the “throw-away costs” related to construction in Phase 1 which will need to be “reconstructed” during Phase 2. It was noted that a portion (300’ +/-) of EB off- and on-ramps need to be constructed with an interim profile to join the existing Moreno Beach Drive profile since the existing bridge over SR60 will remain in place during Phase 1. As a result of this condition, Parsons assessed the opportunity to reduce project costs by minimizing the amount of paving on Moreno Beach Drive during Phase 1. Based upon this approach, we developed a design with “ultimate pavement/profile” within the Eucalyptus/Moreno Beach Drive intersection – and any pavement north of the north cross-walk at this intersection – would be “widening only” in the same plane as the existing pavement. This concept will help simplify the construction staging and expedite the construction schedule for the Phase 1 project, and would minimize the limits of pavement to be removed and

reconstructed in Phase 2. The City agreed to this concept and it has been implemented in the plans. However, the interim condition resulted in a corner sight distance design exception at the corner of EB off-ramp/Moreno Beach Drive intersection. In addition there was a new "horizontal clearance to obstruction" issue between the NB traffic on MBD and the west-side end of existing bridge railing. In order to address both of these design issues, Parsons has developed a revised configuration for the EB off ramp, tapering and narrowing the EB left shoulder, additional construction details between the proposed MBGR and the concrete barriers and related changes to the signing, striping, paving, layout, and construction detail plans.

Review and update ADA requirements at Curb Returns – Eucalyptus Avenue: City has requested that Parsons review the existing curb-ramps at all four corners of Eucalyptus/Moreno Beach Drive intersection and provide updates in the project plans to bring them in compliance with current ADA standards. This task was not anticipated in the original contract scope. In addition, there are conflicts between City's ADA curb-ramp preferences (single ramp per corner) and Caltrans preferences (2- ramps per corner). Additional coordination is required to resolve the pending ADA issues and satisfy Caltrans comments.

Grading Plans: On sheets EC-2 and D-2, City has requested that the grading be revised to "create maximum flat area for future city development". Grading changes can be made to this area, but if we use steeper slopes that 4:1 shown, the changes trigger changes to the drainage pattern, drainage system #10 etc. If city and Caltrans concur with the proposed re-design concept, it will require additional design work and an updated "slope design exception letter" will be required.

Traffic Operational Analysis Updates: Per comment #72 from Caltrans review of the September 2011 submittal, Caltrans requested updated traffic analysis of the "interim" intersection level of service and queuing for the EB off ramp/Moreno Beach Drive intersection. Per the approved Environmental Revalidation, analysis of "interim year traffic condition" was not required by Caltrans at that time, however in order to address this comment, Parsons has conducted additional traffic analysis of the Off-ramp intersection and the intersection at Eucalyptus Avenue/MBD and prepared Supplemental Traffic memoranda summarizing the results for each location.

3. Construction Details and Irrigation Plans: The previous scope of work for Phase 1, did not identify the need for revisions to the existing water supply line to protect and maintain the existing water supply from corner of Eucalyptus Avenue/Moreno Beach Drive – northerly to SR60, across under the freeway to provide water supply for the existing irrigation on the north side of SR-60.
4. Utility Plan Updates: Based upon coordination with EMWD, SCE, MVU and recent potholing of the existing utilities in Eucalyptus Avenue, the utility base plans to reflect the additional facilities. In order to ensure that the Pettit Street/SR60 SCE electrical transmission/distribution/communications relocation design and related utility agreement and easement issues are moving forward on schedule and that issues are fully resolved within the project schedule, we have been holding weekly telephone conference calls with SCE design/planners/right-of-way staff. The level of



coordination required to complete this extensive hands-on process has been more extensive than was identified in the contract scope.

EMWD Water Relocation Plans: Pursuant to the discussion above, some additional design changes will be needed to the plans to potentially revise the alignment and profile at the gate behind the Automall in order to reduce the impacts to the existing block wall yet remain within the planned water line easement.

5. Pavement Delineation and Signing Plans: During 2011 Caltrans completed a restriping project on SR-60 to provide continuous access to the Carpool lane. This change resulted in changes to the Project staging and striping plans, quantities and specifications to update them to match the new "existing condition." Also the City is currently preparing and implementing striping changes on Eucalyptus Avenue west of MBD pursuant to the Automall improvement project. These changes to the existing striping on Moreno Beach Drive required additional edits/changes to the project topographic and striping files.
6. Traffic Electrical plans: Additional changes have been required to the electrical plans to address Caltrans and City comments and to resolve issues including the City's preference that to provide LED internally illuminated Street Name Signs on the at the on/off ramp traffic signals. There has also been extra comments/coordination/analysis to resolve Caltrans comments regarding the "lighting levels" at the EB off ramp intersection.
7. Construction Staging and Detour Plans: Updates have been required to the staging plans to address changes to the project design at the EB off ramp intersection pursuant to the corner sight distance design changes.
8. Retaining Wall Plan Revisions: Pursuant to proposed cost savings to revise slopes and reduce impacts to the existing concrete lined channel along north side of AutoMall block-wall, and to accommodate the planed "bio-swale", updates will be required to the limits of the proposed retaining wall in SE quadrant of the Moreno Beach Drive/SR-60 interchange.
9. Pavement structural Section Changes: Per ongoing discussions with Caltrans Materials group, they are requiring the City provide a 0.20' grind and overlay of the adjacent lane for proposed Auxiliary lane locations. In addition, Caltrans now requires a "20+ year design life" pavement section that will require additional changes/updates to the plans, specifications, quantities and estimates.
10. Constructability Review and Coordination: The city has hired a Construction Management firm to oversee the Construction phase for the Moreno Beach Drive Phase 1 Project. The City plans to have their CM firm conduct a "constructability review" and would like Parsons review and assess the viability of incorporating the CM firm's recommendations into the project PS&E.
11. Special Provisions Revisions: Pursuant the propose design revisions described herein, updates will be required to the project special provisions.
12. Quantity and Cost Estimate Updates: Pursuant to the proposed design revisions described herein, updates will be required to the project cost estimates.

13. Drainage Design Revisions to existing 84" Pipe –pursuant to changes noted above, Parsons proposes to revise the drainage details and limits of replacement for the 84" storm drain in order to protect-in-place 96-feet of the existing 84" pipe and to protect-in-place the existing headwall reducing the cost of this proposed drainage system by \$150,000 and reducing the duration of the construction schedule.
14. Design Survey along Existing Block Wall - Pursuant to field reviews by Parsons staff, it was determined that additional design surveys along the existing block wall at the north west corner of the Automall Dealer properties is required in order to ensure that the proposed retaining wall design and pile foundations can be constructed within the existing R/W and the proposed 4:1 embankments slopes can be designed to avoid the existing block wall and any potential Right-of-way impacts to the Automall property. The outlet of the existing drainage channel located 350' east of the NW corner of the Automall will also be surveyed to ensure the proposed grading and drainage details will not extend beyond the existing city-owned right-of-way.

**ASSUMPTIONS/EXCLUSIONS:**

1. Additional Management and Engineering for design phase services due to any additional schedule extensions beyond August 2012 are not included in this amendment.
2. Any additional utility coordination to address new utilities or additional changes by Utility companies beyond the items addressed herein is not included in this amendment.
3. Potential schedule delays due to R/W condemnation for Phase 2 tasks and potential updates to out-dated appraisals for the Phase 2 acquisitions are not included in this amendment.
4. Separate R/W requirements maps and R/W appraisal maps for Moreno Beach (Phase 1 and Phase 2) will not be required.
5. The Line K-1 plans are part of the Moreno Phase 2 budget. Some additional design and coordination efforts have been identified for the Line K-1 plans, but that effort is not addressed in this amendment.
6. The completion of the Phase 2 – Moreno Beach Drive PS&E package is subject to a separate scope and budget. There are proposed design changes for the Phase 2 project will need to be addressed as part of a separate amendment.

**AMENDMENT #5**

**NASON**

**DATE: 2-17-2012**

**DESIGN UPDATES TO REDUCE CONSTRUCTION PHASE COSTS**

**PARSONS STAFF - LABOR HOURS AND COSTS**

TASK NO. - Description	SPEARS	Gonzalez & Matick Butcher	Kramlich/Cooper	D. Tim Moore M.	LEES	SANDIRA UTHAYA	MULLANGI	PEARMAN	Services	STROSSMEYER	TOTAL	DIRECT	WBS
	Project Manager	Roadway Design Lead Engineer	Senior Engineer	Roadway Associate	SR Utility Engineer	Structures Lead	Structural Engineer	CADD Sr.	sr Traffic Engineer	ADMIN	LABOR	LABOR	
<b>NASON STREET/SR60 PS&amp;E</b>													
1 Meetings, Coordination and comment resolution	10	16	10							20	56	\$3,348	11601
2 Layout Plans and Typical Sections and Design Updates	16		160	120				75			371	\$18,441	11601
3 Construction Details			120	120							240	\$11,640	11601
4 Utility Plans and Coordination	16		40	40	60			20			176	\$9,293	11601
5 Pavement Delineation Plans	4			20				40	44		108	\$5,814	11604
6 Traffic Electrical Plans	4							64	158		226	\$13,537	11601
7 Construction Staging and Detour plans	8	24	130	110				22	40		334	\$17,722	11603
8 Soundwall plans	2					35	35	40			112	\$5,457	11601
9 Bridge Plan Updates	4	24				32	40				100	\$5,607	11950
10 Pavement Structural Section updates	8		40	24							72	\$3,885	11601
11 Constructability Review and Coordination	8	40	60			24					132	\$8,219	11601
12 Caltrans Special Provisions Updates		120	120								240	\$15,014	11606
13 Quantity & Eng Estimate updates	6	24	80	80							190	\$9,951	11605
14 Landscape plan updates & Coordination	2	4	8	4				2			20	\$1,144	11601
15 Drainage design revisions			40	120				80			240	\$10,702	11602
<b>Totals</b>	<b>88</b>	<b>252</b>	<b>808</b>	<b>638</b>	<b>60</b>	<b>91</b>	<b>75</b>	<b>343</b>	<b>242</b>	<b>20</b>	<b>2617</b>	<b>\$139,775</b>	
<b>PARSONS TOTAL FOR DESIGN PHASE</b>													
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$7,450</b>	<b>\$17,670</b>	<b>\$44,440</b>	<b>\$26,796</b>	<b>\$3,193</b>	<b>\$5,449</b>	<b>\$3,130</b>	<b>\$14,845</b>	<b>\$15,972</b>	<b>\$830</b>	<b>\$830</b>	<b>\$139,775</b>	
										Overhead	153.40%	\$214,415	
										Profit	10%	\$35,419	
										Escalation	0%	\$0	
										<b>TOTAL LABOR COSTS</b>		<b>\$389,609</b>	

SUBCONSULTANTS AND DIRECT COSTS	
PARSONS DIRECT COSTS	\$3,390.64
Task 14 Landscaping Updates (Tatum)	\$5,000.00
Task 16 EMI Stockpile Environmental Testing	\$22,000.00
Task 17 PB- As-Constructed Design Surveys	\$10,000.00
<b>total</b>	<b>\$40,390.64</b>

AMENDMENT #5

PHASE 1 -- MORENO

DATE: 2-17-2012

DESIGN UPDATES TO REDUCE CONSTRUCTION PHASE COSTS

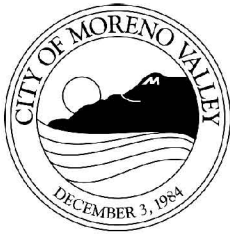
PARSONS STAFF - LABOR HOURS AND COSTS

STAFF & PROJECT TITLE	SPEIRS	Gonzalez Mastac	COOPER	Tan	LEES GALVAN	SANDIRA - UTHAYA	MULLANGI	PEARMAN	Seralita	STRASSNER	TOTAL	DIRECT
<b>MORENO BEACH DR PS&amp;E</b>												
1 Meetings Coordination and comment resolution	18	22	22								62	\$4,431
2 Layouts and Typical Sections, Design Updates	8	6	146	170	20		97				447	\$22,553
3 Construction Details & Irrigation Plans	2	2	220	20							244	\$14,790
4 Utility Plan Updates	40			40	24						104	\$6,344
5 Pavement Delineation and Signing Plans	2							20	38	24	60	\$3,543
6 Traffic Electrical Plans	2		24	24			24				74	\$3,704
7 Construction Staging and Detour plans	2		30	24	40						154	\$7,767
8 Retaining wall Plan revisions	4		24	24							52	\$2,835
9 Pavement Structural Section updates	12	12	24			12		12			72	\$4,583
10 Constructability Review and Coordination	16	65									81	\$5,912
11 Special Provision Updates	1	2	22	20							45	\$2,429
12 Quantity & Cost Estimate updates	4	2	42	32	36			24			140	\$7,382
13 Drainage design revisions to existing 84" pipe	109	111	554	354	80	52	60	177	62	0	1559	\$87,855
<b>totals</b>	<b>109</b>	<b>111</b>	<b>554</b>	<b>354</b>	<b>80</b>	<b>52</b>	<b>60</b>	<b>177</b>	<b>62</b>	<b>0</b>	<b>1559</b>	
<b>PARSONS TOTAL FOR DESIGN PHASE</b>	<b>\$9,228</b>	<b>\$7,783</b>	<b>\$34,348</b>	<b>\$14,868</b>	<b>\$4,258</b>	<b>\$3,114</b>	<b>\$2,504</b>	<b>\$7,661</b>	<b>\$4,092</b>	<b>\$0</b>		<b>\$87,855</b>
<b>TOTAL DIRECT LABOR COSTS</b>												<b>\$134,770</b>

Overhead	153.40%	\$0
Profit	10%	\$22,262
Escalation	0%	\$0
<b>TOTAL LABOR COSTS</b>		<b>\$244,887</b>

<b>PHASE 1</b>	
SUBCONSULTANTS AND DIRECT COSTS	
PARSONS DIRECT COSTS	\$2,213.03
Design Survey along Exist Block Wall (PB)	\$2,900.00
Subs + ODC	\$5,113.03
<b>LABOR</b>	<b>\$244,886.97</b>
<b>TOTAL -PHASE 1 - MORENO</b>	<b>\$250,000.00</b>

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SPAB</i>
CITY MANAGER	<i>mst</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** April 10, 2012

**TITLE:** APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR PARTIAL ACQUISITION OF APN 297-170-077 FOR THE FIRE STATION NO. 65 PROJECT – PROJECT NO. 11-43472526

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the "Agreement for Conveyance of Property" for partial acquisition of APN 297-170-077 for the Fire Station No. 65 project.
2. Authorize a Purchase Order in the amount of \$419,000 (\$412,650 for the purchase price plus \$6,350 for escrow fees) when the Agreement has been signed by all parties (Account No. 434.72526).
3. Authorize the City Manager to execute said Agreement in the form attached hereto and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

### **BACKGROUND**

Fire Station No. 65 is currently located at Kennedy Park. The Fire Department has strategically identified the need for relocation of Fire Station No. 65 to a new site in the City's Center Point area to provide service to the surrounding neighborhood.

Land acquisition was funded in the Fiscal Year 2010-2011 Capital Improvement Plan to take advantage of depressed real estate values. The City Council authorized staff to negotiate and acquire the property at its July 2011 Closed Session.

### **DISCUSSION**

The site, located on the northeast corner of Rebecca Street and Brodiaea Avenue (Assessor's Parcel Number 297-170-077), meets the Fire Department's needs. The site is in Business Park zoning with an area of approximately 1.50 acres.

After negotiation, the owner has agreed to a cash purchase price of \$412,650. The partial acquisition of APN 297-170-077 exceeds the \$100,000 threshold of the City Manager's signature authority and, therefore, requires the Agreement for Conveyance of Property to be approved by the City Council.

### **ALTERNATIVES**

1. Approve the "Agreement for Conveyance of Property" for partial acquisition of APN 297-170-077 for the Fire Station No. 65 project, authorize a Purchase Order in the amount of \$419,000 (\$412,650 for the purchase price plus \$6,350 for escrow fees) when the Agreement has been signed by all parties (Account No. 434.72526), and authorize the City Manager to execute said Agreement in the form attached hereto and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney. *This alternative allows the City to acquire the land needed for the construction of Fire Station No. 65.*
2. Do not approve the "Agreement for Conveyance of Property" for partial acquisition of APN 297-170-077 for the Fire Station No. 65 project, do not authorize a Purchase Order in the amount of \$419,000 (\$412,650 for the purchase price plus \$6,350 for escrow fees) when the Agreement has been signed by all parties (Account No. 434.72526), and do not authorize the City Manager to execute said Agreement in the form attached hereto and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney. *This alternative will result in delaying acquisition of land required for City Fire Station projects.*

### **FISCAL IMPACT**

Funding for the proposed land acquisition is included in the Fiscal Year 2011/2012 Capital Improvement Plan budget and is funded by the Fire Services Capital Projects Fund (Fund 434), which was originally funded by transfers from the General Fund.

AVAILABLE PROJECT FUNDS – FIRE STATION NO. 65 (FORMERLY FIRE STATION #65 REPLACEMENT)

FY 2011/2012 Fire Services Capital Projects Fund  
(Account No. 434.72526) ..... \$ 497,000

ESTIMATED LAND ACQUISITION EXPENDITURES

Land Acquisition ..... \$ 412,700  
Escrow Costs ..... \$ 6,300  
Project Administration and Miscellaneous Costs ..... \$ 20,000  
**Total Land Acquisition-related Expenditures ..... \$ 439,000**

ANTICIPATED PROJECT SCHEDULE:

Open Escrow..... April 2012  
Complete Land Acquisition..... June 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.

POSITIVE ENVIRONMENT:

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

SUMMARY

The Fire Department has been planning the relocation of Fire Station No. 65 from Kennedy Park to the Center Point area at the southwest portion of the City. The selected site (portion of APN 297-170-077) is approximately 1.50 acres in size, is located at the northeast corner of Rebecca Street and Brodiaea Avenue, and meets the Fire Department's needs. The City Council is requested to authorize issuance of a purchase order for \$419,000 for acquisition of this property (\$412,650 acquisition cost plus escrow closing fees).

ATTACHMENTS/EXHIBITS

- Attachment “A” – Location Map
- Attachment “B” – Agreement for Conveyance of Real Property

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

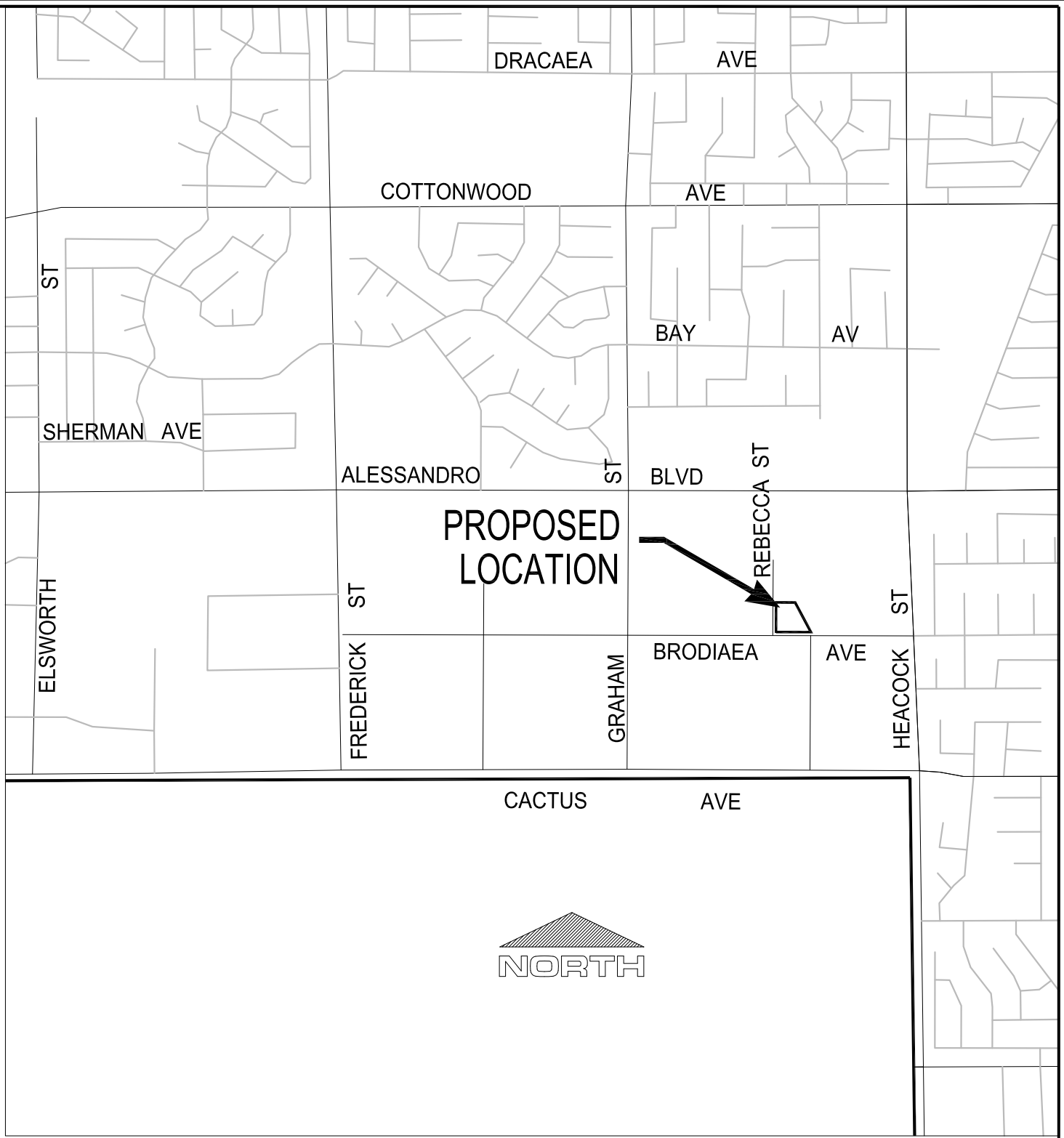
Department Head Concurrence:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

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

Department Head Approval:  
Abdul Ahmad  
Fire Chief

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"

## FIRE STATION 65 RELOCATION

PROJECT No. 11-43472526

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AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT is entered into by and between Group V San Bernardino, LP, a California limited Partnership ("Grantor") and CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantor owns certain real property located at the northeast corner of Rebecca Street and Brodiaea Avenue, Moreno Valley, bearing Assessor Parcel No. 297-170-077 (the "Property").

B. Grantee desires to purchase a portion of the Property and Grantor desires to sell and convey a portion of the Property as described in Exhibit A which is attached hereto (the "Parcel").

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Parcel.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantor agrees to sell and convey the Parcel for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be a negotiated value for the Parcel.

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Parcel. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Purchase Price.

The total purchase price for the Parcel shall be \$412,650.00, which shall be paid by Grantee to Grantor through Escrow Holder in cash at the close of escrow.

**Attachment "B"**

## 2.2 Close of Escrow.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close within 60 days from the opening date of "Escrow", any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate.

Close of escrow is contingent upon First Citizens Bank approving the pay down of the existing note, subject to the lot split and remainder parcel, and also subject to approval by the FDIC, who retains a residual interest in regards to the failure of First Regional Bank, the loan originator. First Citizens Bank is processing the approval and may need additional time in escrow, Buyer will agree to a reasonable extension of time if necessary.

## 2.3 Condition of Title to the Parcel.

Grantor shall convey title to the Parcel to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Parcel only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Parcel at or prior to the Close of Escrow.

## 2.4 Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

## 2.5 Investigations.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Parcel for Grantee's intended use thereof. If Grantee determines that the Parcel is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to

Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor. Grantee to indemnify Grantor and provide a policy of general liability insurance of \$1,000,000 for Grantee's employees and agents during the investigative period and name Grantor as additional insured.

#### 2.6 Deposit of Funds and Documents.

(a) Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the cash portion of the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

(b) Prior to the Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Grant Deed conveying the Parcel; and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

#### 2.7 Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

#### 2.8 Grantor's Conditions Precedent to Close of Escrow.

For the benefit of Grantor, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

### 3. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

Grantor makes the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to

the Property and has full power and authority to own and sell and convey the Parcel over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor are at present parties, or by which Grantor are bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantor's knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Parcel or its use, and Grantor has not used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901 et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317 et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

#### 4. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

A. Grantee shall save harmless and indemnify Grantor against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Parcel is conveyed.

## 5. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Parcel by Grantee, and Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Parcel.

B. This Agreement arose out of Grantee's efforts to acquire the Parcel through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Parcel or of the Property or of liability by any party to this Agreement. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Parcel or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantor further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property.

C. Grantor does hereby acknowledge that they are familiar with the provisions of California Civil Code section 1542, which provides as follows:

These representations and warranties shall survive the Close of Escrow. "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Grantor acknowledges that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor does hereby acknowledge that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in Section 5 above.

This acknowledgment and release shall survive the Close of Escrow.

6. REMEDIES

If Grantor defaults under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantor may, at Grantor' option, terminate the Escrow or pursue any rights or remedies that Grantor may have at law or in equity.

7. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: Group V San Bernardino, LP  
C/O Everet Miller  
Pama Management Company  
4900 Santa Anita, Suite2C  
El Monte, CA 91731

Grantee: City of Moreno Valley  
14177 Frederick Street  
PO Box 88005  
Moreno Valley, CA 92552-0805  
Attention: Henry Ngo, Senior Engineer, P.E.

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.



F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the City, be in Riverside County, California, and the parties waive any right to change of venue.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (I) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Parcel and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed for the Parcel.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Moreno Valley.

M. Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: \_\_\_\_\_

Grantor:

Group V San Bernardino, LP, a California Limited Partnership

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

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

Grantee:

CITY OF MORENO VALLEY

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

Its: City Manager

APPROVED:

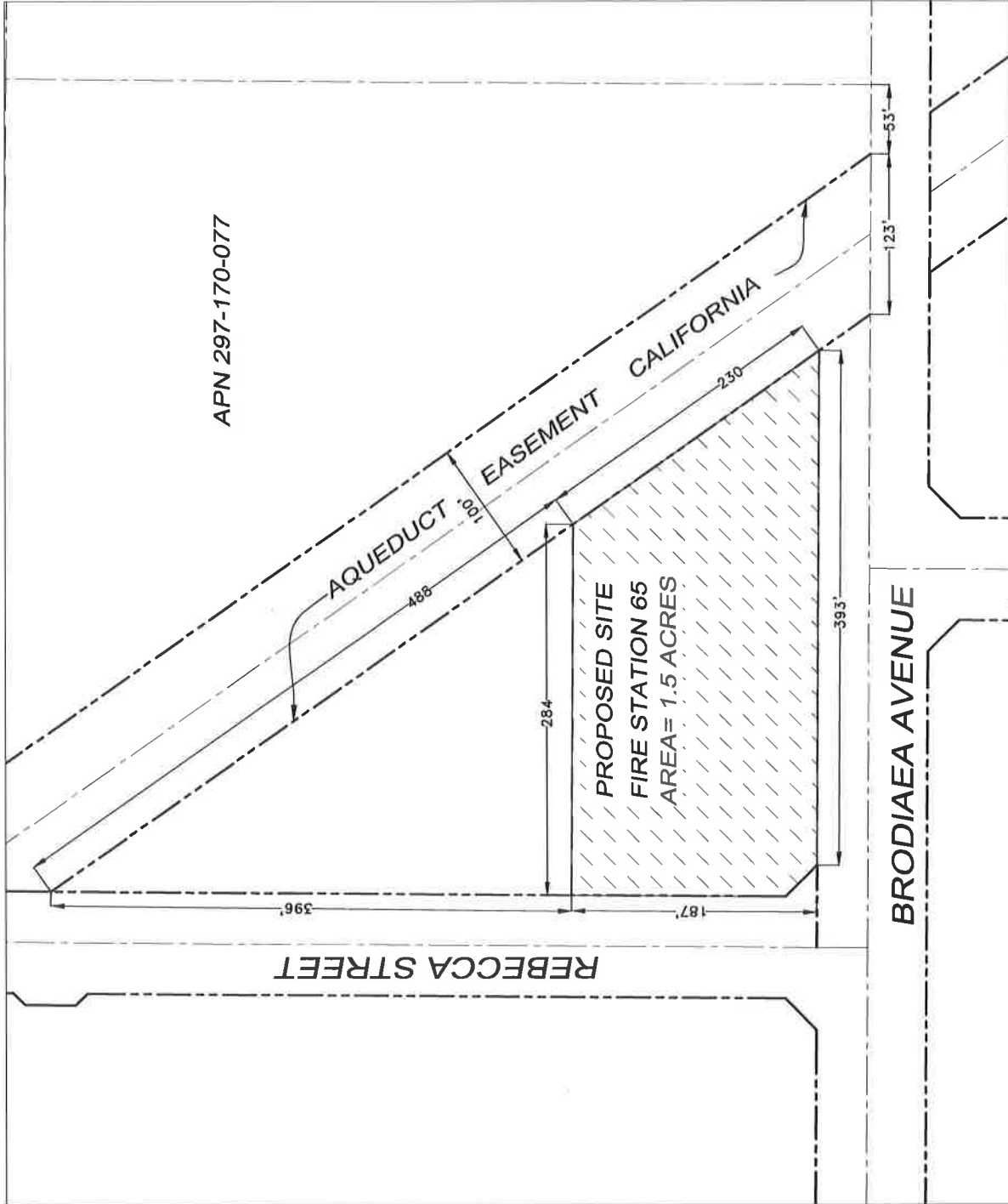
City Clerk  
[Signature]

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



SCALE: 1" = 120'



APN 297-170-077

AQUEDUCT EASEMENT CALIFORNIA

PROPOSED SITE  
FIRE STATION 65  
AREA= 1.5 ACRES

REBECCA STREET

BRODIAEA AVENUE

**FIRE STATION 65  
RELOCATION  
LAND ACQUISITION MAP**

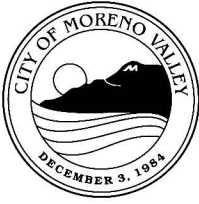
PARTIAL  
LAND ACQUISITION



PROPERTY INFORMATION:  
APN 297-170-077  
NORTHEAST CORNER OF BRODIAEA AVE. / REBECCA ST.

PROJECT No. 11-43472526

Exhibit "A"



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

## **Report to City Council**

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**TO:** Mayor and City Council

**FROM:** John Anderson, Chief of Police

**AGENDA DATE:** April 10, 2012

**TITLE:** CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) "SOBRIETY CHECKPOINT GRANT PROGRAM"

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council take the following action:

1. Approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Grant Program" in the amount of \$150,400 for the period beginning October 1, 2012 and ending September 30, 2013.
2. Authorize the revenue and expense budgets in the Office of Traffic Safety – Police Fund (Fund 136) for the Sobriety Checkpoint Grant Program in the amounts of \$150,400, respectively, upon approval and acceptance of the grant from OTS.

### **ADVISORY COMMITTEE RECOMENDATION**

On March 19, 2012, the Public Safety Sub-Committee granted the Chief of Police permission to apply for this grant and recommended the acceptance of this OTS grant opportunity.

### **BACKGROUND**

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. The City Council has made it a priority to provide financial support to the Traffic Team and Patrol units to deal with quality of life issues in the community.

This statewide program is administered by the UC Berkeley, Safe Transportation Research and Education Center (TREC) and targets the following enforcement periods:

December 14, 2012 through January 1, 2013  
August 16, 2013 through September 2, 2013

## **DISCUSSION**

The California Office of Traffic Safety recently announced they were accepting grant applications for the 2012-2013, "Sobriety Checkpoint Grant Program." The Moreno Valley Police Department (MVPD) currently operates Driving Under the Influence (DUI) Sobriety Checkpoint Operations on a regular basis. These operations require a great number of resources. The specific resources required vary based on the time of day, day of week and location of the sobriety checkpoint. On average however, a single operation will last 6 hours and consist of 2 sergeants, 17 officers, 5 community service officers, 1 dispatcher, 4 reserve officers, 10 volunteers and 10 explorers. A majority of these personnel are paid for with overtime funding.

This grant will provide specific funding for MVPD personnel to deploy in an overtime capacity during these DUI Sobriety Checkpoint Operations. The grant specifies that some of the deployment must take place during specific time frames throughout the year. These designated enforcement periods are designed to coincide with major holiday enforcement periods. The grant also specifies personnel assigned to work these operations must be dedicated to DUI Sobriety Checkpoints.

The amount we requested from the "Sobriety Checkpoint Grant Program" will cover all overtime costs associated with 18 DUI Sobriety Checkpoint Operations conducted during the year-long campaign. This includes overtime funding for sergeants, officers, community service officers, and dispatchers. As a requirement of the grant, the MVPD will be required to conduct detailed statistical analysis regarding the enforcement campaign and claim forms will be completed and submitted to the UC Berkeley, Safe TREC.

## **ALTERNATIVES**

The Council has the following alternatives:

- 1) Approve the application for the OTS Grant titled "Sobriety Checkpoint Grant Program", in the amount of \$150,400 and subsequently accept the grant award from OTS. **Staff recommends this alternative.**
- 2) Decline the application for the OTS Grant titled "Sobriety Checkpoint Grant Program" in the amount of \$150,400. **Staff does not recommend this alternative.**

**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 and acceptance of the grant:

<b><u>FUND</u></b>	<b><u>BUSINESS UNIT</u></b>	<b><u>TYPE</u></b>	<b><u>AMOUNT</u></b>
OTS - POLICE FUND (136)	1360.4611.1 (State Grant Oper. Rev.)	REV	\$150,400
OTS - POLICE FUND (136)	136XX (Sobriety Checkpoint Grant)	EXP	\$150,400

**CITY COUNCIL GOALS**

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley. The City-wide camera surveillance system will aid in this goal by helping to reduce crime, identify criminals who do commit crimes, and make a safer and more secure environment for the citizens in our community.

**SUMMARY**

The City Council is requested to approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Grant Program" in the amount of \$150,400 for the period beginning October 1, 2012 and ending September 30, 2013 and authorize the revenue and expense budgets in the Office of Traffic Safety – Police Fund (Fund 136) for the Sobriety Checkpoint Grant Program in the amounts of \$150,400, respectively, upon approval and acceptance of the grant from OTS.

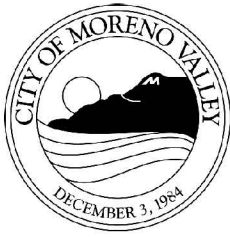
Prepared by:  
Launa Jimenez  
Management Analyst

Department Head Approval:  
John Anderson  
Chief of Police

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

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

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## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** John Anderson, Chief of Police

**AGENDA DATE:** April 10, 2012

**TITLE:** CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) "GME STEP PROGRAM"

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council take the following action:

1. Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety (OTS) grant in the amount of \$129,870, entitled "GME STEP Program (Selective Traffic Enforcement Program)."
2. Authorize the revenue and expense budgets in the Office of Traffic Safety – Police Fund (Fund 136) for the GME STEP Program (Selective Traffic Enforcement Program in the amounts of \$129,870, respectively, upon approval and acceptance of the grant from OTS.

### **ADVISORY COMMITTEE RECOMMENDATION**

On March 19, 2012, the Public Safety Sub-Committee granted the Chief of Police permission to apply for this grant and recommended the acceptance of this OTS grant opportunity.

### **BACKGROUND**

The Moreno Valley Police Department receives grants from the Office of Traffic Safety (OTS) on a routine basis. Most grants offered through OTS are for a one year period and they run concurrently with the federal fiscal year.

## **DISCUSSION**

In March 2012, staff received notice of a competitive grant program offered by OTS called the “GME STEP Program.” This grant can be used to fund law enforcement operations involving DUI saturation patrols, DUI warrant sweeps, stakeout operations for known DUI offenders, distracted driving enforcement (cellphone and texting) and primary collision factor (PCF) violation enforcement (red light, speed, stop sign, etc).

The Police Department is proposing to apply for this grant and if awarded, conduct approximately 22 DUI saturation patrols, 3 DUI warrant sweep operations, 4 known DUI offender stakeout operations, 44 distracted driving and 44 PCF violation enforcement operations.

In addition, we are asking for grant funds to pay for training and travel for two training courses. The grant would fund the training for three officers to attend a five day “Cavanaugh and Associates” DUI Seminar class. The grant would fund the registration, lodging, and per diem for the three officers to attend this training. This class has proven to be a great resource in building the skills necessary to handle DUI cases. The grant would fund the training for four officers to attend the Vehicular Homicide Seminar. The grant would fund the registration, lodging, and per diem for this seminar. This seminar is designed for prosecutors and law enforcement officers who handle misdemeanor and felony vehicular homicides. The course will assist prosecutors and law enforcement officers in developing the knowledge and skills necessary to investigate, evaluate, prepare, and handle cases involving vehicular fatalities. Subjects will include California substantive law, collision investigation and reconstruction, post-collision determination of speed, how kinematics can assist in driver identification, understanding expert testimony, cross-examining a defense expert, and basic toxicology.

The amount we are requesting is \$129,870 for FY 12/13, which we believe will assist the Police Department in enhancing traffic safety within the City of Moreno Valley.

## **ALTERNATIVES**

The Council has the following alternatives:

- 1) Approve the application and acceptance (if awarded) of the OTS Grant titled “GME STEP Program” for \$129,870. **Staff recommends this alternative.**
- 2) Not approve the application for the OTS Grant titled “GME STEP Program.” **Staff does not recommend this alternative.**

## **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 and acceptance of the grant:

<b>FUND</b>	<b>BUSINESS UNIT</b>	<b>TYPE</b>	<b>AMOUNT</b>
OTS - POLICE FUND (136)	1360.4611.1 (State Grant Oper. Rev.)	REV	\$129,870
OTS - POLICE FUND (136)	136XX (GME STEP Grant)	EXP	\$129,870

**CITY COUNCIL GOALS**

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley. The City-wide camera surveillance system will aid in this goal by helping to reduce crime, identify criminals who do commit crimes, and make a safer and more secure environment for the citizens in our community.

**SUMMARY**

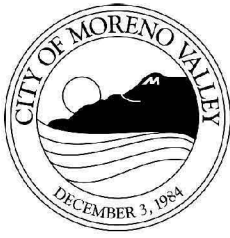
The City Council is requested to approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety (OTS) grant in the amount of \$129,870, entitled “GME STEP Program (Selective Traffic Enforcement Program) and authorize the revenue and expense budgets in the Office of Traffic Safety – Police Fund (Fund 136) for the GME STEP Program (Selective Traffic Enforcement Program in the amounts of \$129,870, respectively, upon approval and acceptance of the grant from OTS.

Prepared by:  
 Launa Jimenez  
 Management Analyst

Department Head Approval:  
 John Anderson  
 Chief of Police

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

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APPROVALS	
BUDGET OFFICER	<i>AM</i>
CITY ATTORNEY	<i>RLH</i>
CITY MANAGER	<i>MJO</i>

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## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Richard Teichert, Financial & Administrative Services Director

**AGENDA DATE:** April 10, 2012

**TITLE:** APPROVAL OF THREE-YEAR ENTERPRISE LICENSING AGREEMENT OF MICROSOFT LICENSES THROUGH COMPUCOM SYSTEMS, INC., UTILIZING THE COUNTY OF RIVERSIDE'S MICROSOFT ENTERPRISE MASTER AGREEMENT

---

### RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Waive formal bidding per Municipal Code Section 3.12.260 (Cooperative Purchasing); and
2. Approve a three-year enterprise licensing agreement of Microsoft licenses through CompuCom Systems, Inc., utilizing the County of Riverside's Microsoft Enterprise Licensing Master Agreement; and
3. Authorize the City Manager to execute the Microsoft Enterprise Master Agreement and any related documents required to effectuate participation in the Microsoft Enterprise Master Agreement; and
4. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to CompuCom systems to maintain the current licensing level at an annual cost not-to-exceed \$115,000.

The agreement provides for the maintenance and support of Microsoft server operating system and client access software licenses to provide continued corrective, security, and enhancement updates to the City's existing network in an annual amount not-to-exceed \$115,000 for each of the next three years (May 1, 2012 through April 30, 2015.) The agreement utilizes the County of Riverside's Microsoft Enterprise Agreement (a

cooperative purchasing agreement that approximately 500 California cities utilize) and identifies CompuCom Systems, Inc., a Microsoft Large Account Reseller, as the administrator of the agreement. Since this expenditure is over \$100,000, City Council approval is required per the City's procurement policy.

## **BACKGROUND**

The City has participated in the California County Information Services Directors Association (CCISDA) Enterprise Agreement for Microsoft licensing for the past eight years. This agreement was negotiated for the California state and local governments by the County of Riverside as the lead agency and is available to all California state, county, and local agencies. The purpose of the agreement is to pool the buying power of these public entities to accomplish discounted pricing not available through traditional channels. The City's current agreement term expires April 30, 2012.

Prior to 2004, the City of Moreno Valley purchased software licenses from retailers at predetermined "Select Level" pricing for each new PC and for any upgrades. Under the Select Licensing program, designed for corporate, government, and academic customers with 250 or more desktops and mixed product and purchasing requirements, the City realized discounts over standard retail pricing; however, new versions required additional purchases with no pricing guarantee. The program also provided no privileged access to Microsoft technical support and services.

Beginning in 2004, the City joined CCISDA Enterprise Agreement for Microsoft licensing. The former Chief Information Officer (CIO) of the County of Riverside was one of the leaders in the negotiations for CCISDA and offered to facilitate the County's hosting of the Request for Proposals (RFP) to allow cooperative participation in the Enterprise Agreement by California cities and counties. Following this competitive selection process, the cooperative agreement became open for participation by all eligible California local government entities (counties, cities, special districts, etc.). Starting that year, the City of Moreno Valley began utilizing this contract to obtain Microsoft licenses through CompuCom Systems, Inc., a Microsoft Large Account Reseller (LAR). CompuCom Systems was one of the five vendors who responded to the County's original RFP and presented the lowest price per desktop. CompuCom currently administers the Enterprise Agreements for 283 California agencies and was selected by Riverside County again this past year to service the County's current agreement through 2016.

## **DISCUSSION**

The City's core software infrastructure is based on Microsoft desktop, server, and development products. The Enterprise Agreement positions the City to benefit from the next generation of Microsoft platform products seamlessly through ownership of Software Assurance. Specifically, this maintenance agreement ensures that the City has access to the latest version of the software and that technical support is available. This reduces the required level of staff support and also enables software upgrade decisions to be made based on technical considerations, deployment plans and staffing

availability, rather than primarily cost considerations. Also, more products and services become automatically available within the Enterprise Agreement. The City utilizes many Microsoft products and services as shown in the table on the following page. Examples of such software products are SharePoint Portal Services (SPS), a collaboration-based web portal product, and Systems Center, a product which automates inventory of software and hardware, automates deployments, and allows for remote desktop support. Most importantly, the cost-per-desktop savings is substantial under the Enterprise Agreement. CompuCom has offered the City the lowest Microsoft licensing cost on the County's Agreement.

The following table lists the Microsoft software and services utilized by the City:

<b>Operating Systems, Server and Client Software</b>
Windows Server and Desktop Operating Systems
Office Professional
Exchange Server (including Outlook)
Lync Server
SharePoint Server
Microsoft SQL Server
Microsoft Project
Microsoft Desktop Optimization
Microsoft Dynamics CRM
Microsoft Visio
Microsoft Systems Center
Windows Rights Management Service
<b>Software Updates</b>
New Version Rights for Applications
New Version Rights for Windows Client
New Version Rights for Servers
New Version Rights for Server CALs
<b>Services and Programs</b>
Training Vouchers
Professional Services
Online E-Learning: Applications
Online E-Learning: Systems
Online E-Learning: Servers
Employee Purchase Program (EPP)
Home Use Program (HUP)
<b>Maintenance and Support</b>
24 x 7 Phone Support Incidents
Web Incidents
User ID's for Web Support
TechNet Plus Direct
TechNet SA Subscription Services
Cold Backup for Disaster Recovery
<b>Transition Tools</b>
Extended Hot-Fix Support for Office
Extended Hot-Fix Support for Windows Client
Extended Hot-Fix Support for Servers

Windows Fundamentals for Legacy PCs



Microsoft does not license its software directly, but instead requires licensing of its products through a reseller. Should the City decide not to obtain its software licenses through the Enterprise Agreement, staff would need to undertake a separate RFP process to determine the best pricing from another reseller. It is highly unlikely that lower pricing could be obtained than what is provided under the Enterprise Agreement.

### **ALTERNATIVES**

1. Approve three-year Enterprise Agreement of Microsoft licenses through CompuCom Systems, Inc. by taking the following actions:
  - a. Waive formal bidding per Municipal Code Section 3.12.260 (Cooperative Purchasing);
  - b. Approve a three-year enterprise licensing agreement of Microsoft licenses through Compucom Systems, Inc., utilizing the County of Riverside's Microsoft Enterprise Licensing Master Agreement;
  - c. Authorize the City Manager to execute the Microsoft Enterprise Master Agreement and any related documents required to effectuate participation in the Microsoft Enterprise Master Agreement; and
  - d. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to CompuCom systems to maintain the current licensing level at an annual cost not-to-exceed \$115,000.

***This alternative is recommended by staff.***

2. Elect not to renew the Microsoft software licenses utilizing the County of Riverside's Microsoft Enterprise Agreement with CompuCom Systems, and direct staff to undertake a separate RFP process to select a reseller of Microsoft licenses. ***This alternative is not recommended by staff, as it is highly unlikely that lower pricing could be obtained and it would require a substantial expenditure of staff time.***
3. Provide staff with further direction.

### **FISCAL IMPACT**

Approval of staff's recommendation will obligate the City to a FY 2011-12 expenditure of \$115,000. Funds for this purchase are available in the Technology Services software maintenance/support budget, account 750.32010.6258. Although the Enterprise Agreement is for a three-year term, it has cancellation provisions that allow early termination if funds are not appropriated in subsequent fiscal years.

### **CITY COUNCIL GOALS**

Utilizing a cooperative purchasing agreement through the County of Riverside to obtain the best pricing for software licenses promotes the City Council goals of sound **fiscal policies to support essential services** and the **development of cooperative intergovernmental relationships**.

**SUMMARY**

To maintain Microsoft licensing compliance and support, the City has enrolled with the County of Riverside’s Microsoft Enterprise Licensing Agreement. CompuCom, a Microsoft Large Account Reseller, offered the City the lowest Microsoft licensing cost under the umbrella of the County’s cooperative agreement. The City’s current agreement term expires April 30, 2012. City Council approval is requested to authorize the City Manager to execute the new three-year agreement before the due date at an annual cost not to exceed \$115,000. Funds for this expenditure are available in the Technology Services budget for FY 2011-12. The City may cancel this agreement in subsequent years if funding is not approved through the budget process.

**NOTIFICATION**

Publication of the agenda

**ATTACHMENTS/EXHIBITS**

Not applicable

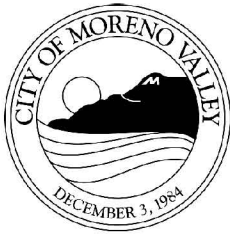
Prepared By:  
Dori Lienhard  
Enterprise Systems Administrator

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

Concurred By:  
Steve Hargis  
Technology Services Division Manager

Concurred By:  
Rix Skonberg  
Purchasing & Facilities Division Manager

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>RH</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** John Anderson, Chief of Police

**AGENDA DATE:** April 10, 2012

**TITLE:** "IT'S UP TO US": A PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN MINI GRANT

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council take the following action:

1. Approve the grant application and authorize acceptance (if awarded) of the Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) grant in the amount not to exceed \$4,999.99, entitled "It's Up to Us": A Pedestrian Safety Public Education Campaign Mini Grant; and
2. Authorize the revenue and expense budgets in the Department of Public Health – Police Fund (Fund 136) for the "It's Up to Us": A Pedestrian Safety Public Education Campaign Mini Grant in the amount not to exceed \$4,999.99, respectively, upon approval and acceptance of the grant from CDPH.

### **ADVISORY COMMITTEE RECOMMENDATION**

On March 19, 2012, the Public Safety Sub-Committee granted the Chief of Police permission to apply for this grant and recommended the acceptance of this CDPH grant opportunity.

### **BACKGROUND**

The California Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) is pleased to offer mini-grants for local implementation of the newly

released “It’s Up to Us” pedestrian safety education campaign. This campaign is funded by a grant from the California Office of Traffic Safety (OTS) through California’s Kids’ Plates funding. It is California’s first effort to create and disseminate educational templates that provide consistent statewide messaging regarding pedestrian safety. Some of the designs have a norm change focus, since the most effective form of pedestrian safety education is that which influences cultural shifts. The target audiences include pedestrians, drivers and communities, with particular emphasis on youth.

## **DISCUSSION**

In March 2012, staff received notice of a competitive grant program offered by the California Department of Public Health. All service activities awarded through this application will be for promotion and implementation of a local educational campaign using “It’s Up to Us” materials. The materials for the “It’s Up to Us” campaign consist of several high resolution educational templates that can be promoted through the internet, community outreach and educational forums.

Awardees will have roughly three months to complete the campaign, from March 26, 2012 – June 15, 2012. This is a reimbursement program. Selected applicants must use their own funds first and at the conclusion of the campaign period, submit a final invoice on their agency letterhead to CDPH/SACB. The invoice must be submitted by June 22, 2012, for reimbursement along with a one-page summary of the project activities that took place during the award period.

We are planning to kick off our campaign with a press release informing the citizens of Moreno Valley that we are serious about pedestrian safety. Pedestrian safety is a collaborative effort between pedestrians, drivers and our community. We would like to produce “It’s Up to Us” campaign posters and flyers to display and disseminate on our school campuses, community centers and parks. Additionally, we would also like to produce stickers, pencils and bookmarks so that we can reach our younger population as well.

The Traffic Division plans to coordinate assemblies with some of our local schools. The assemblies will be conducted by law enforcement personnel and the purpose will be to educate the students on the dangers of crossing the street while distracted and inattentive. We will also instruct students on how to properly cross the street. Furthermore, we would also like to assemble a community/ media event at one of our local schools. We plan on inviting the Chief of Police and City Officials to prove to our community that pedestrian safety is a high priority. Law enforcement officers will be present at our community/ media event showing the children the proper way to cross the street.

## **ALTERNATIVES**

The Council has the following alternatives:

- 1) Approve the application and acceptance (if awarded) of the CDPH Grant titled “It’s Up to Us”: A Pedestrian Safety Public Education Campaign Mini Grant in the amount not to exceed \$4,999.99 and authorize the revenue and expense budgets in the Department of Public Health – Police Fund (Fund 136) for the “It’s Up to Us”: A Pedestrian Safety Public Education Campaign Mini Grant in the amount not to exceed \$4,999.99, respectively, upon approval and acceptance of the grant from CDPH. **Staff recommends this alternative.**
  
- 2) Not approve the application for the CDPH Grant titled “It’s Up to Us”: A Pedestrian Safety Public Education Campaign Mini Grant not authorize the revenue and expense budgets in the Department of Public Health – Police Fund (Fund 136) for the “It’s Up to Us”: A Pedestrian Safety Public Education Campaign Mini Grant in the amount not to exceed \$4,999.99, respectively, upon approval and acceptance of the grant from CDPH. **Staff does not recommend this alternative.**

## **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 and acceptance of the grant:

<b><u>FUND</u></b>	<b><u>BUSINESS UNIT</u></b>	<b><u>TYPE</u></b>	<b><u>AMOUNT</u></b>
OTS - POLICE FUND (136)	1360.4611.1 (State Grant Oper. Rev.)	REV	\$4,999.99
OTS - POLICE FUND (136)	136XX (CDPH - SACB Grant)	EXP	\$4,999.99

## **CITY COUNCIL GOALS**

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley. The City-wide camera surveillance system will aid in this goal by helping to reduce crime, identify criminals who do commit crimes, and make a safer and more secure environment for the citizens in our community.

## **SUMMARY**

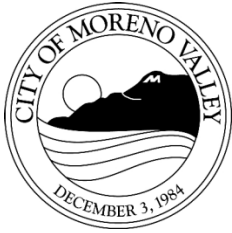
Approve the grant application and authorize acceptance (if awarded) of the Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) grant in the

amount not to exceed \$4,999.99, entitled “It’s Up to Us”: A Pedestrian Safety Public Education Campaign Mini Grant and authorize the revenue and expense budgets in the California Department of Public Health – Police Fund (Fund 136) for the “It’s Up to Us”: A Pedestrian Safety Public Education Campaign Mini Grant in the amount not to exceed \$4,999.99, respectively, upon approval and acceptance of the grant from CDPH.

Prepared by:  
 Launa Jimenez  
 Management Analyst

Department Head Approval:  
 John Anderson  
 Chief of Police

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** April 10, 2012

**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

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### RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of March 21 – April 3, 2012.

<i>Reports on Reimbursable Activities</i> March 21 – April 3, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co	3/28/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	4/3/12	Moreno Valley Hispanic Chamber of Commerce Adelante
Robin N. Hastings		None
Jesse L. Molina	3/28/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Richard A. Stewart		None

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:

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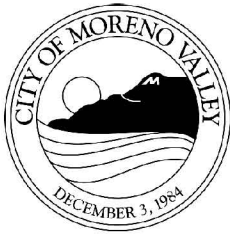


**MINUTES - REGULAR MEETING OF MARCH 27, 2012  
(Report of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RW</i>
CITY MANAGER	<i>MS</i>

## Report to City Council

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**TO:** Mayor and City Council, acting in their respective capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

**FROM:** Michael McCarty, Director of Parks and Community Services

**AGENDA DATE:** April 10, 2012

**TITLE:** **EXTENSION OF CONTRACT - APPROVE THIRD AMENDMENT TO AGREEMENT FOR CONTRACT MOWING OF PARKS AND EASEMENTS OF COMMUNITY SERVICES DISTRICT ZONE A AND COMMUNITY FACILITIES DISTRICT #1 TO DLS LANDSCAPE, INC.**

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### RECOMMENDED ACTION

Staff recommends that the Board of Directors:

1. Approve the Third Amendment to Agreement for contract mowing of parks and easements to DLS Landscape, Inc. of Redlands, CA, in the total amount of \$148,680.00; \$122,760.00 for Community Services District ("CSD") Zone A and \$25,920.00 for Community Facilities District ("CFD") #1, extending contract for an additional one-year period.
2. Authorize the President to execute the Third Amendment to Agreement for contract mowing of parks and easements with DLS Landscape, Inc. of Redlands, CA; and
3. Authorize the Purchasing and Facilities Division Manager to issue open purchase orders to DLS Landscape, Inc. in the amounts of:
  - a. ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND NO CENTS (\$122,760.00) for CSD Zone A for twelve months; and
  - b. TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY DOLLARS AND NO CENTS (\$25,920.00) for CFD #1 for twelve months.

## **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

## **BACKGROUND**

On May 11, 2009, the Parks Maintenance Division of the Parks and Community Services Department received valid proposals from six landscape contracting firms in response to its Request for Proposals for the contract mowing of parks and easements in CSD Zone A and CFD #1. On June 9, 2009, upon the recommendation of staff, the Board of Directors of the Moreno Valley Community Services District (“MVCS D”) voted to award the contract for Contract Mowing of Parks and Easements 2009-2010 of CSD Zone A and CFD #1 to DLS Landscape, Inc., Redlands, California. The contract amount for the initial twelve-month term was \$148,680.00 with the possibility of four, twelve-month extensions. Staff is recommending that DLS Landscape, Inc. be awarded the third of four possible contract extensions, as discussed below.

## **DISCUSSION**

The current contract with DLS Landscape, Inc. will expire on June 30, 2012. On February 14, 2012, Parks Maintenance Division staff contacted DLS Landscape, Inc. representatives and discussed extending the term of the vendor’s contract for an additional twelve-month term, as allowed by Subsection 11 of the Agreement, as well as Subsection V.B.3 of City Fiscal Policy 3.18. As a result, staff determined that the vendor provided a satisfactory level of service throughout the fourth term of the contract. Therefore, staff recommends that the Board of Directors of the MVCS D retain the services of DLS Landscape, Inc. and extend the contract for the third of four, twelve-month extensions. The contract amount for the third extension shall remain the same at \$148,680.00.

## **ALTERNATIVES**

1. Approve the Third Amendment to Agreement for contract mowing of parks and easements in CSD Zone A and CFD #1 to DLS Landscape, Inc. for an additional one-year period; authorize the President of the Board of Directors of the MVCS D to execute the Third Amendment to Agreement to DLS Landscape, Inc; authorize the Purchase and Facilities Division Manager to issue open purchase orders at the start of Fiscal Year 2012-2013. *Extension of this contract will ensure uninterrupted contract mowing of parks and easements in CSD Zone A and CFD #1. Staff recommends this alternative.*
2. Elect not to approve the Third Amendment to Agreement for contract mowing of parks and easements in CSD Zone A and CFD #1 to DLS Landscape, Inc. for an additional one-year period. *Choosing this alternative may disrupt the continuity of contract mowing of parks and easements in CSD Zone A and CFD #1. Staff does not recommend this alternative.*

**FISCAL IMPACT**

The necessary annual purchase orders for the term of this Third Amendment will obligate the CSD to pay a total of \$148,680.00 for contract mowing of parks and easements of CSD Zone A and CFD #1. Funding for this project has been approved in the 2012-2013 fiscal budget accounts for CSD Zone A account 161.76310.6261 in the amount of \$122,760.00; and CFD #1 account 184.18410.6261 in the amount of \$25,920.00.

**City Council Goals**

By approving this Third Amendment to Agreement with DLS Landscape, Inc., the Board of the MVCSD will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are properly cared for.

**SUMMARY**

Staff recommends that the Board of Directors:

1. Approve the Third Amendment to Agreement for contract mowing of parks and easements to DLS Landscape, Inc. of Redlands, CA, in the total amount of \$148,680.00 (\$122,760.00 for CSD Zone A and \$25,920.00 for CFD #1) extending contract for an additional one-year period.
2. Authorize the President to execute the Third Amendment to Agreement for contract mowing of parks and easements with DLS Landscape, Inc. of Redlands, CA, attached hereto; and
3. Authorize the Purchase and Facilities Division Manager to issue purchase orders in the amounts of:
  - a. ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND NO CENTS (\$122,760.00) for CSD Zone A for twelve months; and
  - b. TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY DOLLARS AND NO CENTS (\$25,920.00) for CFD #1 for twelve months.

**NOTIFICATION**

Publication of the Agenda.

**ATTACHMENTS/EXHIBITS**

- Attachment 1: Third Amendment to Agreement
- Attachment 2: Second Amendment to Agreement
- Attachment 3: First Amendment to Agreement
- Attachment 4: Agreement
- Attachment 5: Insurance

Prepared By:  
Dean Ristow  
Parks Maintenance Supervisor

Department Head Approval:  
Michael McCarty, Director  
Parks and Community Services

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

### THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and DLS Landscape, Inc. (hereinafter referred to as "Contractor"), and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Agreement dated June 23, 2009.

Whereas, the Contractor is providing contract mowing of parks and easements in Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to three additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the third twelve-month extension.

#### Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2012 and finish on June 30, 2013.

#### Section 2 – Other Terms to Remain.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

**SIGNATURE PAGE TO FOLLOW**

**Attachment 1**

Community Services District of the  
City of Moreno Valley

DLS Landscape, Inc.

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

By: \_\_\_\_\_  
Daniel Sanchez, President

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

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

**INTERNAL USE ONLY**

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

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

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Michael McCarty, Director  
Parks and Community Services

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



## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and DLS Landscape, Inc. (hereinafter referred to as "Contractor"), and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Agreement dated June 23, 2009.

Whereas, the Contractor is providing contract mowing of parks and easements in Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to three additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the second twelve-month extension.

### Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2011 and finish on June 30, 2012.

### Section 2 – Other Terms to Remain.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

**SIGNATURE PAGE TO FOLLOW**

**Attachment 2**

Community Services District of the  
City of Moreno Valley

By: *Kyle G. Steiner*  
President

Date: 9/8/11

DLS Landscape, Inc.

By: *Daniel Sanchez*  
Daniel Sanchez, President

Date: 6/7/2011

**INTERNAL USE ONLY**

ATTEST:

*[Signature]*  
City Clerk

APPROVED AS TO LEGAL FORM:

*[Signature]*  
City Attorney

Date: 6-20-11

RECOMMENDED FOR APPROVAL:

*for* *[Signature]*  
Department Head

Date: 6/22/11

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and DLS Landscape, Inc. (hereinafter referred to as "Contractor"), and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Agreement dated June 23, 2009.

Whereas, the Contractor is providing contract mowing of parks and easements in Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to four additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the first twelve-month extension.

### Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2010 and finish on June 30, 2011.

### Section 2 – Other Terms to Remain.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

**SIGNATURE PAGE TO FOLLOW**

**Attachment 3**

Community Services District of the  
City of Moreno Valley

By: Bonnie Fluker  
President

Date: 7/13/10

DLS Landscape, Inc.

By: Daniel Sanchez  
Daniel Sanchez, President

Date: 5/24/2010

**INTERNAL USE ONLY**

ATTEST:

Jane Halberd  
City Clerk

APPROVED AS TO LEGAL FORM:

Gregory Breyer  
City Attorney

Date: July 1, 2010

RECOMMENDED FOR APPROVAL:

M. J. [Signature]  
Department Head

Date: 6-24-10

**AGREEMENT BETWEEN  
THE COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY  
AND DLS LANDSCAPE, INC.**

This Agreement is made and entered into as of the date the City signs this agreement by and between the Community Services District of the City of Moreno Valley, a district organized and existing pursuant to the community services district laws of the State of California ("CSD"), and DLS Landscape, Inc., a California corporation ("Contractor").

**RECITALS**

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

WHEREAS, the CSD has determined the Project involves the performance of maintenance services of a temporary nature; and

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

WHEREAS, the CSD has requested the Contractor to perform the services for the Project; and

WHEREAS, the Contractor is professionally qualified in California to perform the maintenance services required for the Project.

THEREFORE, the CSD and the Contractor, for consideration hereinafter described, mutually agree as follows:

1. **DESCRIPTION OF PROJECT.** The Project is described as the contract mowing of parks and easements in the City of Moreno Valley.
2. **CONSIDERATION:**
  - A. As partial consideration, Contractor agrees to perform the work set forth in the attached Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference.
  - B. As additional consideration, the CSD's responsibility, other than payment, is described in Exhibit B, CSD Services to be Provided to Contractor, attached hereto and incorporated herein by this reference.
  - C. As additional consideration, CSD agrees to pay Contractor on a monthly basis an amount set forth in the attached Exhibit C, Terms of Payment, attached hereto and incorporated herein by this reference, for Contractor's services. CSD will pay such amount according to the terms noted in Exhibit C.
  - D. As additional consideration, Contractor and CSD agree to abide by the terms and conditions contained in this Agreement.

**Attachment 4**

**3. SCOPE OF SERVICES.**

- A. Contractor will perform services listed in the attached Exhibit A.
- B. Contractor will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CSD, necessary or proper to perform and complete the work and provide the professional services required of Contractor by this Agreement.

**4. PERFORMANCE STANDARDS.** While performing this Agreement, Contractor will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CSD will continuously monitor Contractor's services. CSD will notify Contractor of any deficiencies and Contractor will have fifteen (15) days after such notification to cure any deficiencies to CSD's satisfaction. Costs associated with curing the deficiencies will be borne by Contractor.

**5. PREVAILING WAGES.** Prevailing wages are not required for the work described.

**6. PAYMENTS.** For CSD to pay Contractor as specified by this Agreement, Contractor must submit a detailed invoice to CSD which lists the hours worked and hourly rates for each personnel category and reimbursable costs, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date. The CSD payment cycle is Net/30 once the invoice has been reviewed and authorized for payment by the respective contract manager. Invoices received after the cycle cutoff date will be scheduled for payment in the following payment cycle. Payment may be delayed by the contract manager should he/she require further information or verification of work performed.

**7A. CONTRACTOR'S COMPENSATION**

- i. The Contractor will be paid monthly per site for work performed satisfactorily under this Agreement. By the tenth of each month the Contractor shall submit to the Parks Maintenance Supervisor detailed reports of: 1) maintenance performed; 2) complaints received; 3) hazards noted; and greenwaste reports (if applicable). These documents shall be accompanied by a billing in accordance with the Agreement price for the work performed and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted and approved.

- ii. Except where additional compensation is specifically provided for in this Agreement, the CSD will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Agreement the total amount of **Twelve Thousand Three Hundred Ninety and No/100 Dollars (\$12,390.00)** per month.

The total contract amount for twelve (12) months shall not exceed **One Hundred Forty-Eight Thousand Six Hundred Eighty and No/100 Dollars (\$148,680.00)**.

- iii. Should this Agreement commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Agreement is effective.
- iv. During the term of this Agreement the CSD, may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work *shall* include: Section 7A, paragraph v below.

If the CSD determines it to be in their best interest, said Additional work *may* include repair or replacement of turf damaged or destroyed due to Acts of God (e.g., earthquake damage, storm damage), vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Parks Maintenance Supervisor. Except as set forth in Section 7A, paragraph v below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the CSD.

- v. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Parks and Community Services Department ("Department") may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Department for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the Department may, after reasonable attempt to notify the Contractor, cause such action to be taken by the Department or City's work force.
- vi. The Contractor shall maintain as Additional Work, at a unit price comparable to turf areas described herein, additional turf areas that the Department may add to this Agreement. In the event that notification is made of a new installation at other

than the beginning of a monthly period, the unit cost as shall be pro-rated from the day the Contractor commences work on the additional areas.

- vii. Repairs to area turf shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost, plus a reasonable percentage of that cost, as determined by the Parks Maintenance Supervisor. For purposes of this Agreement, turf repairs must be authorized by the Parks Maintenance Supervisor or his designee prior to the Contractor commencing any repair.
- viii. Except as specifically approved by subsequent action of the Department, the Parks Maintenance Supervisor may not authorize Additional Work pursuant to paragraphs iv, v, vi, and vii above in excess of the cumulative total of \$148,680.00 for each contract year during the term of this Agreement.
- ix. The Department shall deduct from the Contractor's monthly progress payment amounts sufficient to protect the Department from loss due to:
  1. Work required under the Agreement which is: 1) not performed; 2) not performed to the standards set forth in the General or Special Provisions; or 3) is incomplete.
  2. Work required under the Agreement which is not performed at or within the time(s) specified in the Exhibit A, including but not limited to the monthly work schedule, or if not so specified, within seven (7) calendar days of Contractor's receiving a Notice To Perform from the Parks Maintenance Supervisor.
  3. Claims filed or reasonable evidence indicating probable filing of claims by laborers, material men, subcontractors, or third parties.

#### **7B. NON-PERFORMANCE PENALTIES**

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Agreement, or General or Special Provisions at the intervals and/or frequencies set forth therein; or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the Department. For each of the categories set forth hereinabove, the penal sum of \$100 per working day will be assessed for each working day the deficiencies remain uncorrected.

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



The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the Department or of the owner of a utility to provide for the removal or relocation of utility facilities.

8. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to Contractor for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CSD. In the event the CSD has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year and shall not be considered a breach of this Agreement.

9. **ADDITIONAL WORK/CHANGE ORDERS.**

- A. If Contractor believes Additional Work is needed to complete the Scope of Services, Contractor will provide the CSD with written notification that contains a specific description of the proposed Additional Work, reasons for such additional work, and a detailed proposal regarding cost.
- B. CSD may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by Contractor and CSD. The cost or credit to CSD resulting from changes in the services will be determined in accordance with written agreement between the parties.

10. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, Contractor represents that Contractor has:
  - i. Carefully investigated and considered the scope of services to be performed.
  - ii. Carefully considered how the services should be performed.
  - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
  - iv. Contractor is entering into Agreement under Contractor's own free will and volition.
  - v. If services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the existing site conditions before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will

immediately inform CSD of such fact and will not proceed except at Contractor's own risk until written instructions are received from CSD.

11. **TERMS.** The CSD operates on a fiscal year basis, running from July 1<sup>st</sup> through June 30<sup>th</sup> of the following calendar year. It is the intent of the CSD to have a fully executed contract in place by July 1, 2009. The initial Contract shall be in effect through June 30, 2010 and then renewed, per agreement by both parties, for the next fiscal year starting July 1<sup>st</sup>. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments at the end of each fiscal year. Renewal of the Agreement shall be accomplished through a written letter of understanding that is signed by both parties and shall extend the agreement for one year. The Contract shall remain in full force and effect for a total period of five (5) years from the date of fully executed Agreement, unless terminated by either party as stated in Section 17.

12. **TIME FOR PERFORMANCE.** Contractor will not perform any work under this Agreement until:

- A. Contractor furnishes proof of insurance as required under Section 25 of this Agreement; and
- B. CSD gives Contractor a written Notice to Proceed.
- C. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

13. **TIME EXTENSIONS.** Should Contractor be delayed by causes beyond Contractor's control, CSD may grant a time extension for the completion of the contracted services. If delay occurs, Contractor must notify the CSD within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The CSD will extend the completion time, when appropriate, for the completion of the contracted services, but there will be no increase in the amount payable to Contractor under this Agreement unless a Contract Change Order has been authorized.

14. **TAXPAYER IDENTIFICATION NUMBER.** Contractor will provide CSD with a Taxpayer Identification Number.

15. **PERMITS AND LICENSES.** Contractor, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement, including a City of Moreno Valley business license, if required.

16. **WAIVER.** CSD's review or acceptance of, or payment for, work product prepared by Contractor under this Agreement will not be construed to operate as a waiver of any rights CSD may have under this Agreement or of any cause of action arising from Contractor's performance. A waiver by CSD of any breach of any term, covenant, or condition contained in this Agreement

will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

**17. TERMINATION.**

- A. Either party may terminate this Agreement at any time with thirty (30) days written notice.
- B. Upon receiving a termination notice, Contractor will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by Contractor after receiving a termination notice will be performed at Contractor's own cost; CSD will not be obligated to compensate Contractor for such work.
- C. Should termination occur, all work product of the Contractor, including but not limited to documents, data, studies, surveys, drawings, maps, reports and all other materials prepared by Contractor will, at CSD's option, become CSD's property, and Contractor will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 2C. Such work product will be delivered to the CSD within thirty (30) days of notice of termination.
- D. By executing this Agreement, Contractor waives any and all claims for damages that might otherwise arise from CSD's termination under this Section.

**18. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs, reports or any other item prepared by Contractor under this Agreement are CSD'S property. Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to CSD upon CSD's written notice. CSD agrees that use of Contractor's completed work product for purposes other than identified in this Agreement, or use of incomplete work product, without the prior written consent of the CONTRACTOR is at the CSD's own risk and CSD agrees to indemnify Contractor for same.

**19. PUBLICATION OF DOCUMENTS.** Except as necessary for performance under this Agreement, no copies, sketches or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by Contractor to any other person or entity without CSD's prior written consent. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CSD, unless otherwise provided for by written agreement between the parties.

**20. INDEMNIFICATION.** Contractor agrees to indemnify, save, defend, and hold harmless the CSD, the City of Moreno Valley, and the Community Redevelopment Agency of the City of Moreno Valley and their officers, agents and employees (collectively referred to in this provision as "CSD"), from and against any claim, action, damages, costs (including, without limitation, all attorney's fees and litigation costs), injuries, or liability, (collectively referred to in

this provision as "Claims), arising out of the performance of any action contemplated by this Agreement by Contractor. Should CSD be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by Contractor of services rendered pursuant to this Agreement, Contractor will defend CSD (at CSD's request and with counsel satisfactory to CSD) and will indemnify CSD for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the sole negligence or willful misconduct of the CSD.

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

**21. PUBLIC RECORDS ACT.** The City of Moreno Valley is a public agency and subject to the Public Records Act under California State law. This Agreement is public record and "public records are open to inspection at all times during the office hours of the agency and every person has a right to inspect any public record, except as provided (and to receive) an exact copy" of an identifiable record unless impracticable. (Government Code § 6253).

**22. ASSIGNABILITY.** This Agreement is for Contractor's maintenance services. Contractor's attempts to assign the benefits or burdens of this Agreement without CSD's prior written approval are prohibited and will be null and void.

**23. INDEPENDENT CONTRACTOR.** The CSD and the Contractor agree that Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. Contractor will be free to contract for similar service to be performed for other employers while under contract with CSD. Contractor is not an agent or employee of CSD and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CSD provides for its employees. Any provision in this Agreement that may appear to give CSD the right to direct Contractor as to the details of doing the work or to exercise a measure of control over the work means that Contractor will follow the direction of the CSD as to end results of the work only. Should any of Contractor's employees attempt to make a claim or bring a legal action against the CSD as an employee of the CSD, Contractor agrees to indemnify, save, defend, and hold harmless the CSD for any such claim or action.

**24. AUDIT OF RECORDS.** Contractor will maintain full and accurate records with respect to all services and matters covered under this Agreement. CSD will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities.

Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

Audit will occur at location of Contractor and Contractor will allow access to all necessary records.

**25. INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Contractor will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000 per occurrence \$ 500,000 Property Damage \$2,000,000 aggregate
Business automobile liability	\$1,000,000
Workers' compensation	Statutory requirement.

- B. Endorsement. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CSD, City of Moreno Valley, and the Community Redevelopment Agency of the City of Moreno Valley, its officials, and employees as "additional insured" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CSD will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CSD.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Contractor for all claims made by CSD arising out of any errors or omissions of Contractor, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

- E. The CSD, the City of Moreno Valley, and the Community Redevelopment Agency of the City of Moreno Valley, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and workers' compensation.
- F. Contractor will furnish to CSD duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by CSD from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage.
- G. Should Contractor, for any reason, fail to obtain and maintain the insurance required by this Agreement, CSD may obtain such coverage at Contractor's expense and deduct the cost of such insurance from payments due to Contractor under this Agreement or terminate.

26. **USE OF SUB-CONTRACTORS.** Contractor will obtain CSD's prior written approval to use any subcontractors while performing any portion of this Agreement. Such approval by CSD will not be unreasonably withheld.

27. **INCIDENTAL TASKS.** Contractor will meet with CSD monthly to provide status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

28. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to Contractor:

DLS Landscape, Inc.  
 1652 Plum Lane, Suite 104  
 Redlands, CA 92374  
 Attention: Daniel Sanchez

If to CSD:

Community Services District of the  
 City of Moreno Valley  
 15670 Perris Boulevard  
 Moreno Valley, CA 92551  
 Attention: Steve Kupsak

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

29. **CONFLICT OF INTEREST.** Contractor will comply with all conflict of interest laws and regulations including, without limitation, City of Moreno Valley's Conflict of Interest.

Code (on file in the City Clerk's Office). It is incumbent upon the Contractor to notify the CSD pursuant to Section 28 of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, the range of duties of officers, employees and/or agents of Contractor are limited in scope; thus Contractor is not required to fully comply with the conflict of interest disclosure requirements. No disclosures are required by any officers, employees, and/or agents of Contractor, except as indicated in Subsection B.
- B. In accomplishing the scope of services of this Agreement, Contractor will be performing a specialized or general service for the CSD, and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Contractor shall be subject to the Disclosure Category "1" of the CSD's Conflict of Interest Code:

**30. SOLICITATION.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than Contractor's bona fide employee, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than Contractor's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should Contractor breach or violate this warranty, CSD may rescind this Agreement without liability.

**31. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of Contractor and CSD and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of Contractor's or CSD's obligations under this Agreement.

**32. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California.

**33. JURISDICTION/VENUE.** Jurisdiction shall lie exclusively in the State of California and venue shall lie exclusively in the Superior Court in and for the County of Riverside, California.

**34. COMPLIANCE WITH LAW.** Contractor agrees to comply with all federal, state, and local laws applicable to this Agreement.

**35. RULES OF CONSTRUCTION.** Each party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.

**36. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the

extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

**37. AUTHORITY/MODIFICATION.** The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CSD's executive manager, or designee, may execute any such amendment on behalf of CSD.

**38. ACCEPTANCE OF FACSIMILE SIGNATURES.** The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

**39. CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

**40. TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

**41. FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

**42. STATEMENT OF EXPERIENCE.** By executing this Agreement, Contractor represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CSD. Contractor represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that Contractor is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**43. PROTECTION OF RESIDENT WORKERS.** The City of Moreno Valley actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.



44. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are Attachments to this Agreement. This Agreement will bind and insure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

**SIGNATURE PAGE TO FOLLOW**

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

Community Services District of the  
City of Moreno Valley

BY: *Kenneth A. Stewart*  
President

Date: 6/23/2009

DLS Landscape, Inc.

BY: *Daniel Sanchez*  
Daniel Sanchez, President

Date: 5/22/09

**INTERNAL USE ONLY**

ATTEST:

*Jane Halsted*  
City Clerk

APPROVED AS TO LEGAL FORM:

*Richard D. Adams*  
City Attorney

Date: 22 JUN 2009

RECOMMENDED FOR APPROVAL:

*[Signature]*  
Department Head

Date: 6-2-09

**EXHIBIT A**  
**SCOPE OF SERVICES**

**GENERAL PROVISIONS**

**SCOPE OF WORK** - The work to be performed under this Agreement shall include the furnishing of all labor and equipment necessary for the provision of contract mowing services within the boundaries of the various parks of the Department as determined in the resolutions of the City Council establishing said parks, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Description of Park Locations contained in this Exhibit A.

The Contractor shall have the duty to mow, edge turf, and blow off hardscapes and gutters.

**AREAS TO BE MAINTAINED** - There may be medians, parkway panels, adjacent roadway slopes, open space lots and other areas of turf besides parks included within a park's boundaries.

**CONTRACT SUPERVISION** - The Agreement shall be administered on behalf of the Director of the Parks and Community Services Department of the City of Moreno Valley, or his designated representative(s), hereinafter referred to as "Director."

**FUNCTIONS AND RESPONSIBILITIES** - All work shall be performed in accordance with usual and customary horticultural practices to achieve and maintain healthy, viable turf. The Director or his designee will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

The Director or his designee will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources. The Department shall manage the operation of all irrigation systems. The Department will pay the costs of water and electricity used in the sites covered by this Agreement. The Contractor shall be responsible for carefully reviewing the site(s) and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Agreement, nor the Department or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

The Director or his designee and the Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to Department Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance

under this Agreement. Failure to maintain site(s) up to this established standard may result in the Department deducting payment of all or part of the Contractor's compensation, as further described in Section 7A, paragraph ix, of the Agreement.

The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's proposal, and made a part of this Agreement. These schedules, and any approved revisions thereto, shall be used by the Department as a basis for determining Contractor's satisfactory performance. In the absence of any specified time(s) for performance of work required under the Agreement, the Director may issue a written Notice to perform to the Contractor. The Contractor shall perform the required work within seven (7) calendar days of receipt of said Notice to Perform. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or the monthly work schedule in writing to the Department at the address as set forth in Section 28 of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the Department for non-performance penalties per Section 7B of the Agreement. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director and shall be submitted to the Director monthly, along with the submission of the monthly invoice. The monthly payment for the work so requested will not be authorized until such report is received and approved by the Director or his designee. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Additionally, the Director or his designee may require Contractor to attend meetings with Department field staff at some fixed interval to review Contractor's operations and schedule such future work as may be ordered by the Director or his designee. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Section 7B of the Agreement. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall, at all times, employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies. This person(s) shall be reachable 24 hours per day, seven days a week. During normal working hours, the Contractor's supervisor or employee designated as being responsible for providing maintenance services to the Department shall be directly available for immediate notification through some type of reliable electronic means, including, but not limited to, two-way radio, pager, or cell phone. The Contractor or his designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within 24 hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's

communication with the Department is the minimum acceptable standard under this agreement. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Section 7B of the Agreement.

The Contractor shall respond to an emergency call from any of the parties listed below no later than two hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time: City Manager, Director of Parks and Community Services, Parks Maintenance Supervisor, Parks Maintenance Division Manager, Police Department, or Fire Department.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Section 9 of the Agreement, unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage turf, the Contractor shall adjust his work force in order to accomplish those work items and shall contact Department field staff to inform them of said alternate work assignments. Failure to so advise the Department may be cause for assessment of non-performance penalties, per Section 7B of the Agreement.

For the purposes of this Agreement, "working days" shall be Monday through Friday. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided, pursuant to the work schedule approved by the Director or his designee. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director or his designee.

**CONTRACTOR'S STAFF** - The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified supervisor in the employ of the Contractor. Work site supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the work site supervisor shall be deemed to have been delivered to the Contractor. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the CSD or the City. The Contractor shall require each employee performing work under the Agreement to adhere to basic Public Works standards of working attire, including but not limited to proper shoes, other gear required by applicable safety regulations. Shirts shall be worn at all times and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working in

parks and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Section 7B of the Agreement.

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

EMPLOYMENT OF APPRENTICES - The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, *ex-officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

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

SAFETY - The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the Department, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect, and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official. Contractor's work area traffic control, including but not limited to type and placement of signs,

barricades, and delineators, shall be in accordance with the most current edition of Caltrans' *"Traffic Manual, Chapter 5, Traffic Controls."*

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

The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance and keep a log indicating date inspected and action taken. Said log shall be submitted monthly to the Director or his designee as set forth above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director or his designee. The Contractor shall be responsible for making minor corrections including but not limited to filling holes in turf areas and replacing valve box covers, so as to protect members of the public or others from injury. The Contractor shall cooperate fully with the CSD or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director or his designee within five (5) days following the occurrence.

Failure to comply with this section of the General Provisions may result in deduction of payment per Section 7A, paragraph ix, of the Agreement or assessment of non-performance penalties per Section 7B of the Agreement. Repeated failure to comply with this section of the General Provisions may result in contract termination, per Section 17 of the Agreement.

LICENSES AND PERMITS - The Contractor shall, without additional expense to the CSD or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Agreement.

COMPLIANCE WITH THE LAW - Under the Agreement, the Contractor's performance shall comply with all applicable laws of the United States of America, the State of California, the County of Riverside, the City of Moreno Valley, and all other entities of competent jurisdiction.

CONTRACTOR'S LIABILITY - The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director or his designee. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Section 7A, paragraphs iv, v, vii of the Agreement.

## SPECIAL PROVISIONS

### TURF MAINTENANCE SPECIFICATIONS

#### 1. TURF CARE

- a. All turf areas shall be mowed, edged, and trimmed every seven days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director or his designee. Failure to adhere to this specification without approval may result in assessment of non-performance penalties, per Section 7B of the Agreement.
- b. At the discretion of the Director or his designee, turf areas may be mowed with mulching-type mowers of a type acceptable to the CSD.
- c. All mowing and edging equipment shall be in proper working order; have blades properly sharpened and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to working at each site.
- d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this specification, the term "site" shall include, but is not limited to hardscapes, sidewalks, curbs, and gutters.
- e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach and water solution prior to working on any site.
- f. Mowing height for cool season grasses shall not exceed three inches maximum, or two inches minimum, and shall be adjusted within these parameters on a seasonal basis.
- g. Mowing height for warm season grasses shall not exceed 1½ inches maximum, or three-quarters of an inch minimum, and shall be adjusted within these parameters on a seasonal basis.
- h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
- i. Trimming around turf appurtenances (e.g., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
- j. Whenever trees occur in turf areas, a six-inch ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed-free condition.
- k. Renovation/thatching operations are to be considered Additional Work, per Agreement, Section 7A, paragraph iv.
  1. Have no more than one-third of living branches removed annually.
  2. Be fertilized only as directed by the Director of his designee.



2. DEBRIS/LITTER

- a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- b. Contractor shall make a minimum of one visitation every seven days of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: Bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director or his designee, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of the condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be continuously maintained in a "broom clean" condition.
- d. From time to time, the Director or his designee may require Contractor to perform special clean-ups on a site-specific basis. Said special clean-ups shall be considered Additional Work per Agreement, Section 7A, paragraphs iv and v.
- e. The Contractor shall dispose of all debris and litter as described in paragraphs a and b above off-site, and in a legal manner.
- f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Section 7B of the Agreement.

3. GREENWASTE RECYCLING

- a. The Public Resources Code (PRC), Division 30, Sections 4000 through 42055 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
- b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (e.g., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor or any subcontractors thereunder, in performance of contract's Scope of Work.
- c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
- d. The Contractor shall submit a Monthly Greenwaste Report as an element of Contractor's Monthly Report. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
- e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Section 7B of the Agreement.

## BASE COMPENSATION SHEET

### Zone A

SITE	APPROXIMATE TURF AREA	MONTHLY COST	ANNUAL COST
Adrienne Mitchell Park	158,229 SF	\$395.00	\$4,740.00
Bayside Park	66,317 SF	\$165.00	\$1,980.00
Bethune Park	113,168 SF	\$285.00	\$3,420.00
El Potrero Park	564,147 SF	\$1,400.00	\$16,800.00
Fairway Park	205,846 SF	\$515.00	\$6,180.00
Gateway Park	299,908 SF	\$745.00	\$8,940.00
JFK Park	240,500 SF	\$600.00	\$7,200.00
March Field Park	98,305 SF	\$245.00	\$2,940.00
March Field Community Center	45,068 SF	\$115.00	\$1,380.00
Community Park	215,452 SF	\$540.00	\$6,480.00
Morrison Park	273,549 SF	\$680.00	\$8,160.00
Parque Amistad Park	162,059 SF	\$400.00	\$4,800.00
Pedrorena Park	183,642 SF	\$460.00	\$5,520.00
Ridge Crest Park	197,421 SF	\$490.00	\$5,880.00
Sunnymead Park	353,967 SF	\$880.00	\$10,560.00
Towngate I Park	233,416 SF	\$580.00	\$6,960.00
Victoriano Park	105,645 SF	\$270.00	\$3,240.00
Westbluff Park	125,525 SF	\$315.00	\$3,780.00
Weston Park	176,434 SF	\$440.00	\$5,280.00
Woodland Park	285,385 SF	\$710.00	\$8,520.00
<b>TOTAL</b>	<b>4,103,983 SF</b>	<b>\$10,230.00</b>	<b>\$122,760.00</b>

**BASE COMPENSATION SHEET**  
**Community Facilities District #1**

SITE	APPROXIMATE TURF AREA	MONTHLY COST	ANNUAL COST
Celebration Park	169,248 SF	\$420.00	\$5,040.00
Rock Ridge Park	78,269 SF	\$195.00	\$2,340.00
Shadow Mountain Park	263,314 SF	\$655.00	\$7,860.00
Towngate II Park	251,391 SF	\$625.00	\$7,500.00
Vista Lomas Park	106,269 SF	\$265.00	\$3,180.00
<b>TOTAL</b>	<b>868,491 SF</b>	<b>\$2,160.00</b>	<b>\$25,920.00</b>

**Zone A**

\$10,230.00 per month

\$122,760.00 per year

**Community Facilities District #1**

\$2,160.00 per month

\$25,920.00 per year

**TOTAL ZONE A AND COMMUNITY FACILITIES DISTRICT #1**

**\$12,390.00 per month**

**\$148,680.00 per year**

## DESCRIPTION OF PARK LOCATIONS

Adrienne Mitchell Park, 22631 Bay Avenue, southwest corner of Bay Avenue and Pam Am Boulevard, Moreno Valley, CA

Bayside Park, 24435 Bay Avenue, southwest corner of Bay Avenue and Indian Avenue, Moreno Valley, CA

Bethune Park, 16745 Kitching Avenue, northwest corner of Kitching Avenue and Lurin Avenue, Moreno Valley, CA

Celebration Park, 14965 Morgan Avenue, northeast corner of Oliver Street and JFK Drive, Moreno Valley, CA

Community Park, 13380 Frederick Street, northeast corner of Frederick Street and Cottonwood Avenue, Moreno Valley, CA

El Potrero Park, 16901 Lasselle Street, southwest corner of Lasselle Street and Arroyo Park Drive, Moreno Valley, CA

Fairway Park, 27891 JFK Drive, southeast corner of JFK Drive and Legendary Street, Moreno Valley, CA

Gateway Park, 23975 Manzanita Avenue, northwest corner of Heacock Street and Manzanita Avenue, Moreno Valley, CA

JFK Park, 15115 Indian Street, southwest corner of JFK Drive and Indian Avenue, Moreno Valley, CA

March Field Park, southeast corner of 6<sup>th</sup> Street and "W" Street on the civilian portion of March Air Reserve Base, Moreno Valley, CA

March Field Park Community Center, 15325 5<sup>th</sup> Street, on the civilian portion of March Air Reserve Base, Moreno Valley, CA

Morrison Park, 26667 Dracaea Avenue, southeast corner of Dracaea Avenue and Morrison Street, Moreno Valley, CA

Parque Amistad, 26160 Gentian Avenue, northeast corner of Gentian Avenue and Caballo Road, Moreno Valley, CA

Pedrorena Park, 16009 Rancho Del Lago, southwest corner of Iris Avenue and Rancho Del Lago, Moreno Valley, CA

Ridge Crest Park, 28506 JFK Avenue, north side of JFK Avenue, east of Championship Drive, Moreno Valley, CA

Rock Ridge Park, 27119 Waterford Way, south of Eucalyptus at Waterford Way, Moreno Valley, CA

Shadow Mountain Park, 23239 Presidio Hills Drive, north side of Presidio Hills Drive, east of Casmalia Court, Moreno Valley, CA

Sunnymead Park, 12655 Perris Boulevard, northwest corner of Fir Avenue and Perris Boulevard, Moreno Valley, CA

TownGate Park (Phases I & II), 13051 Elsworth, west side of Elsworth Avenue between Eucalyptus Avenue and Dracaea Avenue, Moreno Valley, CA

Victoriano Park, 25730 Los Cabos Drive, on Los Cabos Drive, one block north of Iris Avenue, Moreno Valley, CA

Vista Lomas Park, 26700 Iris Avenue, north side of Iris Avenue between Camino Flores and Firerock Lane, Moreno Valley, CA

Westbluff Park, 10750 Pigeon Pass Road, east side of Pigeon Pass Road, between Canyon Springs High School and Vista Heights Middle School, Moreno Valley, CA

Weston Park, 13170 Lasselle Street, northeast corner of Lasselle Street and Dracaea Avenue, Moreno Valley, CA

Woodland Park, 25705 Cactus Avenue, southeast corner of Cactus Avenue and Rio Hondo Drive, Moreno Valley, CA

**EXHIBIT B**  
**CSD SERVICES TO BE PROVIDED**  
**TO CONTRACTOR**

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the CSD, 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 CSD.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely CSD staff liaison with the Contractor when requested and when reasonably needed.

**EXHIBIT C**  
**TERMS OF PAYMENT**

1. The Contractor's compensation shall not exceed \$148,680.00 annually.
2. The Contractor will submit invoices to the CSD along with documentation evidencing services completed. Invoices will be submitted at least every ninety (90) days. At no time will the CSD pay for more services than have been satisfactorily completed and the CSD's determination of the amount due shall be final. Invoices shall reference the appropriate purchase order number.
3. The CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
4. Any fees for authorized professional services furnished by the Contractor which have not been paid or contested by the CSD within thirty (30) days of the CSD's receipt of the invoice for such services will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Contractor.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/16/2011

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 Phone: (619) 592-4440 Fax: (619) 592-4449  
**BUSINESS & CONTRACTORS INSURANCE SERVICES, INC.**  
 131 EAST MAIN ST  
 SUITE 203  
 EL CAJON CA 92020  
 Agency Lic#: 0F82058

CONTACT NAME: **Joshua K Schwartz**  
 PHONE (A/C, No, Ext): \_\_\_\_\_ FAX (A/C, No): \_\_\_\_\_  
 E-MAIL ADDRESS: **josh@bcisinc.net**  
 PRODUCER CUSTOMER ID: **2278**

INSURED  
**DLS LANDSCAPE INC**  
 C/O DANIEL SANCHEZ  
 PO BOX 67  
 REDLANDS CA 92373

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	<b>Navigators Specialty Ins. Co. ACX)SLW</b>	<b>36056</b>
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 12716 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	ADD'L INSR	SUBR WVD	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		04N0025934 ✓	09/12/11	09/12/12	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 ✓ MED. EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			<b>RISK MANAGEMENT Approved</b> <i>M. Alonzo 9-22-11</i> By _____ Date _____			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cancellation: 10 days for non payment, 30 days all other  
 City of Moreno Valley, Moreno Valley Community Services District, & Redevelopment Agency of Moreno Valley are named Additional Insured per written contract. RE: Various Locations \* Endorsement is attached.

### CERTIFICATE HOLDER

City of Moreno Valley ✓  
 15670 Perris Blvd  
 Moreno Valley CA 92552  
 Attn: Parks Maintenance Dept

Attention: 951-243-1405 Liz

### CANCELLATION

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

## Attachment 5

*Joshua K Schwartz*  
 Joshua K Schwartz

# BLANKET ADDITIONAL INSUREDS- OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Policy Number: 04-N0025934 ✓	Endorsement Effective: 9/12/2011 12:01 a.m.
Named Insured D L S LANDSCAPE INC, DBA: D L S LANDSCAPE INC	Countersigned By: <i>Lisa Erickson</i>

## SCHEDULE

<b>Name of Person or Organization:</b>  <b>Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.</b>
Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
- 2. Exclusions**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** The words "you" and "your" refer to the Named Insured shown in the Declarations.
- D.** "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

ANF- ES 043 (5/2006)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2011

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).

<b>PRODUCER</b> Amorelli, Rosemann & Associates 3333 E Concourse St Building 9-200 Ontario CA 91764		<b>CONTACT NAME:</b> Danette Miller <b>PHONE (A/C No. Ext):</b> (909) 987-7600 <b>E-MAIL ADDRESS:</b> danettem@arainsurance.com <b>FAX (A/C No.):</b> (909) 987-7656	
<b>INSURED</b> D L S Landscape, Inc PO BOX 67 Redlands CA 92373		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Compensation Insurance <b>NR35076</b> CA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 11-12 wc master 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> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			<b>RISK MANAGEMENT Approved</b>			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			<i>Mr. Along</i> By _____ Date _____			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9000380-11	11/1/2011	11/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)  
**PROOF OF INSURANCE FOR CERTIFICATE HOLDER**

<b>CERTIFICATE HOLDER</b> City of Moreno Valley 15670 Perris Blvd MORENO VALLEY, CA 92552	<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 Danette Miller/DANETT <i>[Signature]</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2011

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).

<b>PRODUCER</b> Amorelli, Rosemann & Associates 3333 E Concours St Building 9-200 Ontario CA 91764		<b>CONTACT NAME:</b> Danette Miller <b>PHONE (A/C No. Ext):</b> (909) 987-7600 <b>FAX (A/C No.):</b> (909) 987-7656 <b>E-MAIL ADDRESS:</b> danettem@arainsurance.com	
<b>INSURED</b> D L S Landscape, Inc PO BOX 67 Redlands CA 92373		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Compensation Insurance 35076 <b>INSURER B:</b> NR(5) CA <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 11-12 wc master 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> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			<b>RISK MANAGEMENT Approved</b>			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<i>M. Ator</i> By Date	11-11		EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A	9000380-11	11/1/2011 11/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)  
PROOF OF INSURANCE FOR CERTIFICATE HOLDER

<b>CERTIFICATE HOLDER</b>  City of Moreno Valley 15670 Perris Blvd Moreno Valley, CA 92552	<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  Danette Miller/DANETT
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**MINUTES - REGULAR MEETING OF MARCH 27, 2012  
(Report of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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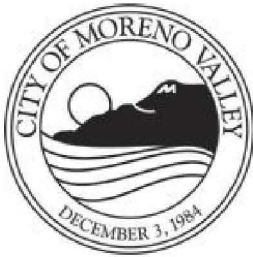


**MINUTES - REGULAR MEETING OF MARCH 27, 2012  
(Report of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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

## Report to City Council

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**TO:** Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

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

**AGENDA DATE:** April 10, 2012

**TITLE:** PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR NPDES

PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR CSD ZONE M

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### RECOMMENDED ACTION

Staff recommends that the City Council, after conducting the Public Hearing and accepting public testimony:

1. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Assessor Parcel Number (APN) 296-280-018;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 296-280-018.

Staff recommends that the Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for APN 296-280-018;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 296-280-018.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

### **BACKGROUND**

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Conditions of Approval for APN 296-280-018 require that a funding source be provided to help support the NPDES and the CSD Zone M programs. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

### **DISCUSSION**

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APN 296-280-018 ("Property Owner") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. The Property Owner is given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 27, 2012 and the Public Hearing on April 10, 2012, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the Property Owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance

records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to the existing Alessandro Blvd. median. Upon approval of the charge, APN 296-280-018 will be subject to the annual charge. If the APN is subdivided in the future the CSD Zone M charge shall be proportionally adjusted.

### **ALTERNATIVES**

1. **Conduct the Public Hearing**, tabulate the ballots, verify, and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet, receive and file with the City Clerk's office the accepted Official Tally Sheet, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate and the annual charge for CSD Zone M to APN 296-280-018 (and any division thereof). *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*
2. **Do not conduct the Public Hearing**, tabulate the ballots, verify, or accept the results of the mail ballot proceeding for APN 296-280-018. *This alternative would be contrary to Proposition 218 mandates.*

### **FISCAL IMPACT**

For fiscal year (FY) 2011/12, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

<b>Project</b>	<b>NPDES Maximum Commercial/Industrial Rate</b>	<b>CSD Zone M Annual Charge</b>
APN 296-280-018 (and any division thereof)	\$212	\$1,770.14

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-

Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The Property Owner is being balloted to provide a funding source for the maintenance costs of an existing median. The CSD Zone M charge will offset a portion of the contribution from the General Fund for this median. **Collections of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

### **CITY COUNCIL GOALS**

#### **Advocacy**

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

#### **Community Image, Neighborhood Pride, and Cleanliness**

The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

#### **Revenue Diversification and Preservation**

The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

### **SUMMARY**

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the results of the mail ballot proceeding for APN 296-280-018.

### **NOTIFICATION**

The Property Owner was given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, NPDES and Zone M ballots, instructions for marking and returning the ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the March 27, 2012, Public Meeting and April 10, 2012, Public Hearing was published in The Press-Enterprise on March 8, 2012. Additionally, the Public Hearing notification was published on March 22 and again on March 29, 2012.

**ATTACHMENTS**

Attachment 1: Mail Ballot Packet for APN 296-280-018

Prepared by:  
Jennifer A. Terry,  
Management Analyst

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

Concurred by:  
Candace E. Cassel,  
Special Districts Division Manager

Concurred by:  
Mark Sambito,  
Engineering Division Manager

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

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TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 88005  
MORENO VALLEY, CA 92552-0805

Yoon Ku Byun  
19826 Hidden Trail Pl  
Walnut, CA 91789

February 23, 2012

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 296-280-018**

\*\*\*\*\* OFFICIAL BALLOTS ENCLOSED \*\*\*\*\*

**Introduction**

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 296-280-018 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

**Background**

*NPDES Maximum Commercial/Industrial Regulatory Rate*

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

*CSD Zone M Charge*

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

### **Services Provided**

#### *NPDES Maximum Commercial/Industrial Regulatory Rate*

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

#### *CSD Zone M Charge*

Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

### **How is the Amount of the Charge Determined?**

#### *NPDES Maximum Commercial/Industrial Regulatory Rate*

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

#### *CSD Zone M Charge*

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 296-280-018 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

### **Proposed Charge**

#### *NPDES Maximum Commercial/Industrial Regulatory Rate*

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole is \$396,356.

#### *CSD Zone M Charge*

The CSD Zone M annual charge for FY 2011/12 for the existing Alessandro Blvd. median is \$1,770.14. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole is \$156,303.84.

### **Annual Adjustment**

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

### **Duration of the Charge**

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 296-280-018 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD

Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charges will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

**Public Hearing**

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, March 27, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 10, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

**Effect if Inclusion into and Approval of the Charges is Approved**

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charges will be confirmed if the ballot is marked in favor of the annual charge.

**Effect if Inclusion into and Approval of the Charges is Not Approved**

*NPDES Maximum Commercial/Industrial Regulatory Rate*

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

*CSD Zone M Charge*

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

**For More Information**

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

**Completing Your Ballot**

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 10, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

### Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or









A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

# Assessor Parcel Number 296-280-018

-  Median
-  Landscaped Areas
-  296-280-018
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated  
on Riverside County Assessor Maps  
as of February 22, 2012.



G:\VP\SDA\PA09-0031 Conv Store and Carwash

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



**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
<b>NPDES Administration</b> (Not covered by CSA 152)		<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	Level I is levied on all parcels conditioned for the NPDES Rate Schedule.	Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics
<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b> \$2.67	<b>Per Year</b> \$32.00	<b>PROPOSED PARCEL RATE</b>
	<b>Per Month</b> \$12.58	<b>Per Year</b> \$151.00	

**Inflation Factor Adjustments**

FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)  
 FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)  
 FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)  
 FY 2009/2010 - no change = (\$35.00 & \$170.00)  
 FY 2010/2011 - no change = (\$35.00 & \$170.00)  
 FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

**OFFICIAL MAIL BALLOT for  
Assessor Parcel Number (APN) 296-280-018**

**National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APN 296-280-018, I approve the NPDES maximum commercial/industrial regulatory rate and services. For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

**NO\*\*** — as property owner of APN 296-280-018, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
296-280-018 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 10, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE                      DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

**OFFICIAL MAIL BALLOT for  
Assessor Parcel Number (APN) 296-280-018**

**Moreno Valley Community Services District (CSD) Zone M  
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

**YES\*** — as the property owner of APN 296-280-018, **I approve** the annual CSD Zone M charge for FY 2011/12 for the existing Alessandro Blvd. median of \$1,770.14. Beginning FY 2012/13, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

**NO\*\*** — as the property owner of APN 296-280-018, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
296-280-018 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$1,770.14

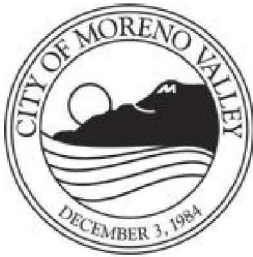
**This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 10, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope





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

## Report to City Council

---

**TO:** Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

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

**AGENDA DATE:** April 10, 2012

**TITLE:** PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR NPDES

PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR CSD ZONE M

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### RECOMMENDED ACTION

Staff recommends that the City Council, after conducting the Public Hearing and accepting public testimony:

1. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Assessor Parcel Number (APN) 296-280-018;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 296-280-018.

Staff recommends that the Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for APN 296-280-018;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 296-280-018.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

### **BACKGROUND**

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Conditions of Approval for APN 296-280-018 require that a funding source be provided to help support the NPDES and the CSD Zone M programs. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

### **DISCUSSION**

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APN 296-280-018 ("Property Owner") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. The Property Owner is given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 27, 2012 and the Public Hearing on April 10, 2012, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the Property Owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance

records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to the existing Alessandro Blvd. median. Upon approval of the charge, APN 296-280-018 will be subject to the annual charge. If the APN is subdivided in the future the CSD Zone M charge shall be proportionally adjusted.

### **ALTERNATIVES**

1. **Conduct the Public Hearing**, tabulate the ballots, verify, and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet, receive and file with the City Clerk's office the accepted Official Tally Sheet, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate and the annual charge for CSD Zone M to APN 296-280-018 (and any division thereof). *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*
2. **Do not conduct the Public Hearing**, tabulate the ballots, verify, or accept the results of the mail ballot proceeding for APN 296-280-018. *This alternative would be contrary to Proposition 218 mandates.*

### **FISCAL IMPACT**

For fiscal year (FY) 2011/12, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

<b>Project</b>	<b>NPDES Maximum Commercial/Industrial Rate</b>	<b>CSD Zone M Annual Charge</b>
APN 296-280-018 (and any division thereof)	\$212	\$1,770.14

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-

Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The Property Owner is being balloted to provide a funding source for the maintenance costs of an existing median. The CSD Zone M charge will offset a portion of the contribution from the General Fund for this median. **Collections of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

### **CITY COUNCIL GOALS**

#### **Advocacy**

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

#### **Community Image, Neighborhood Pride, and Cleanliness**

The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

#### **Revenue Diversification and Preservation**

The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

### **SUMMARY**

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the results of the mail ballot proceeding for APN 296-280-018.

### **NOTIFICATION**

The Property Owner was given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, NPDES and Zone M ballots, instructions for marking and returning the ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the March 27, 2012, Public Meeting and April 10, 2012, Public Hearing was published in The Press-Enterprise on March 8, 2012. Additionally, the Public Hearing notification was published on March 22 and again on March 29, 2012.

**ATTACHMENTS**

Attachment 1: Mail Ballot Packet for APN 296-280-018

Prepared by:  
Jennifer A. Terry,  
Management Analyst

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

Concurred by:  
Candace E. Cassel,  
Special Districts Division Manager

Concurred by:  
Mark Sambito,  
Engineering Division Manager

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

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TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 88005  
MORENO VALLEY, CA 92552-0805

Yoon Ku Byun  
19826 Hidden Trail Pl  
Walnut, CA 91789

February 23, 2012

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 296-280-018**

\*\*\*\*\* OFFICIAL BALLOTS ENCLOSED \*\*\*\*\*

**Introduction**

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Number (APN) 296-280-018 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

**Background**

*NPDES Maximum Commercial/Industrial Regulatory Rate*

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

*CSD Zone M Charge*

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

### **Services Provided**

#### *NPDES Maximum Commercial/Industrial Regulatory Rate*

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

#### *CSD Zone M Charge*

Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

### **How is the Amount of the Charge Determined?**

#### *NPDES Maximum Commercial/Industrial Regulatory Rate*

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

#### *CSD Zone M Charge*

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 296-280-018 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

### **Proposed Charge**

#### *NPDES Maximum Commercial/Industrial Regulatory Rate*

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole is \$396,356.

#### *CSD Zone M Charge*

The CSD Zone M annual charge for FY 2011/12 for the existing Alessandro Blvd. median is \$1,770.14. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole is \$156,303.84.

### **Annual Adjustment**

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

### **Duration of the Charge**

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 296-280-018 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD



Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charges will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

**Public Hearing**

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, March 27, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 10, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

**Effect if Inclusion into and Approval of the Charges is Approved**

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charges will be confirmed if the ballot is marked in favor of the annual charge.

**Effect if Inclusion into and Approval of the Charges is Not Approved**

*NPDES Maximum Commercial/Industrial Regulatory Rate*

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

*CSD Zone M Charge*

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

**For More Information**

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

**Completing Your Ballot**

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 10, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

### Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or









A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

# Assessor Parcel Number 296-280-018

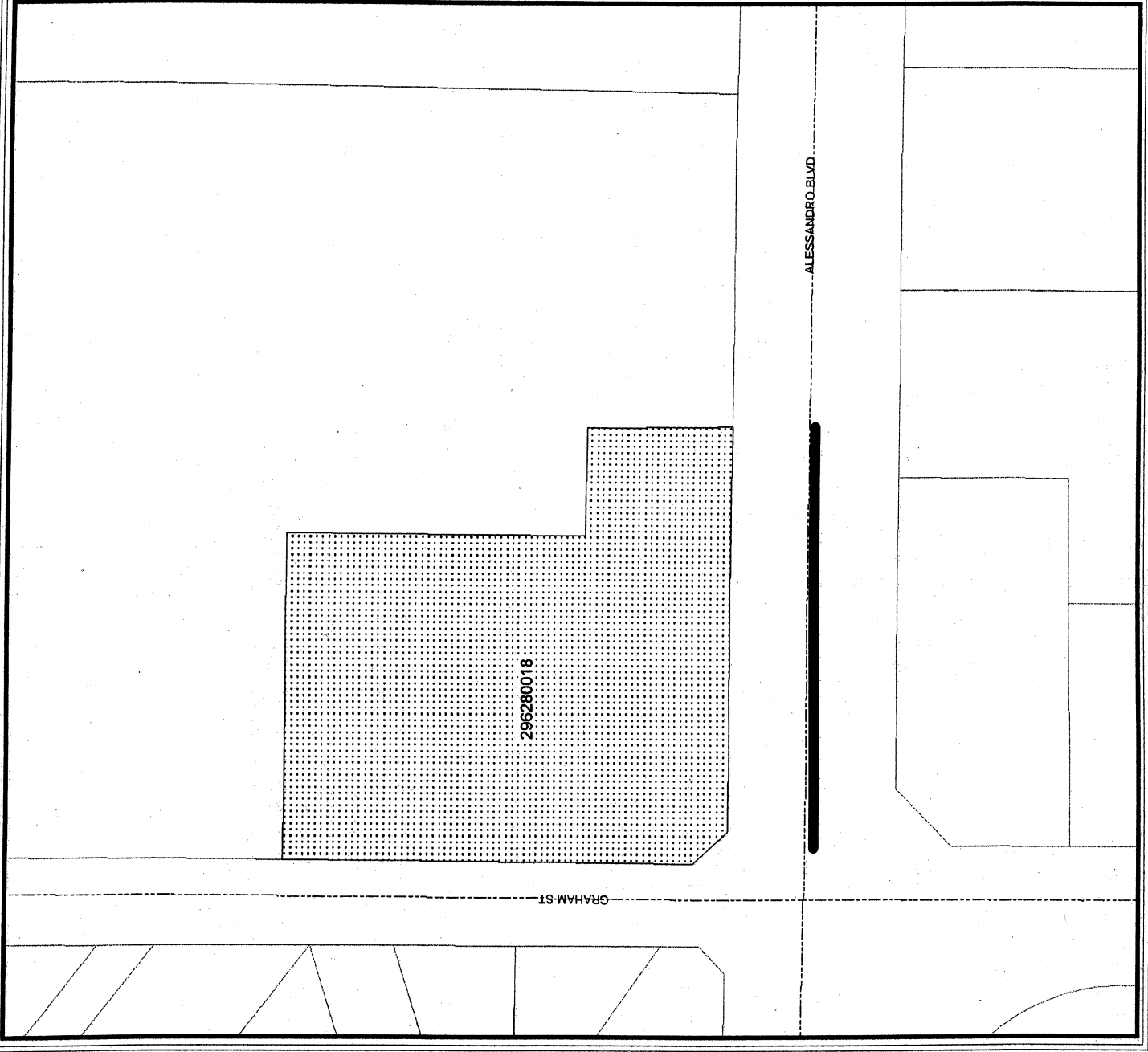
-  Median
-  Landscaped Areas
-  296-280-018
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated  
on Riverside County Assessor Maps  
as of February 22, 2012.



G:\VP\SDA\PA09-0031 Conv Store and Carwash

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**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
<b>NPDES Administration</b> (Not covered by CSA 152)		<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.  Level I is levied on all parcels conditioned for the NPDES Rate Schedule.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	<b>PROPOSED PARCEL RATE</b> Per Month \$2.67 Per Year \$32.00	<b>PROPOSED PARCEL RATE</b> Per Month \$12.58 Per Year \$151.00
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			

**Inflation Factor Adjustments**

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
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- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

**OFFICIAL MAIL BALLOT for  
Assessor Parcel Number (APN) 296-280-018**

**National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APN 296-280-018, I approve the NPDES maximum commercial/industrial regulatory rate and services. For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

**NO\*\*** — as property owner of APN 296-280-018, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
296-280-018 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 10, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE                      DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

**OFFICIAL MAIL BALLOT for  
Assessor Parcel Number (APN) 296-280-018**

**Moreno Valley Community Services District (CSD) Zone M  
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

**YES\*** — as the property owner of APN 296-280-018, **I approve** the annual CSD Zone M charge for FY 2011/12 for the existing Alessandro Blvd. median of \$1,770.14. Beginning FY 2012/13, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

**NO\*\*** — as the property owner of APN 296-280-018, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

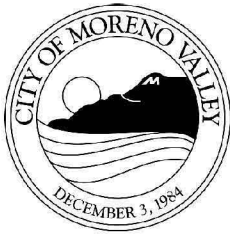
Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
296-280-018 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$1,770.14

**This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 10, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope



APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Economic Development Department Director

**AGENDA DATE:** April 10, 2012

**TITLE:** PUBLIC HEARING TO ADOPT FY 2011-12 ANNUAL ACTION PLAN, SUBSTANTIAL AMENDMENT #3, THE COMMUNITY DEVELOPMENT BLOCK GRANT - RECOVERY PROGRAM

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed FY 2011-12 Annual Action Plan Substantial Amendment #3, the Community Development Block Grant - Recovery Program (CDBG-R).
2. Review and adopt the proposed FY 2011-12 Annual Action Plan Substantial Amendment #3, the Community Development Block Grant - Recovery Program.
3. Authorize the budget re-appropriation of \$107,841 from account 199.19910.6849.002 (CDBG-R Eco Green Incentive) and \$840 from account 199.19910.6849.003 (CDBG-R Employment Creation Manufacturing) to (new) ADA Park Improvements Project # 199.19910.6849.xxx.

### **BACKGROUND**

The U.S. Department of Housing and Urban Development (HUD) requires that Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) recipient cities such as Moreno Valley prepare a strategic planning document called the Annual Action Plan. The Annual Action Plan details the activities and projects the City will undertake over the course of the upcoming program year using all grant monies received from HUD (including CDBG, HOME, CDBG-R, and HPRP).

When there is a change to the Annual Action Plan, such as the reallocation of funding from one project/activity to another, it is considered by HUD to be a 'substantial amendment' and therefore requires the opportunity for citizen participation/comment through a public hearing. This report proposes one substantial amendment under the Community Development Block Grant – Recovery (CDBG-R) program for City Council consideration.

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009 (ARRA), which included \$1 billion for supplemental Community Development Block Grant - Recovery (CDBG-R) funding to help stimulate the economy through projects that create employment opportunities, modernize infrastructure, promote energy efficiency, expand educational programs, or improve access to health care.

The Department of Housing and Urban Development (HUD) is responsible for administering the CDBG-R program. In 2009, HUD allocated \$479,292 to the City of Moreno Valley for CDBG-R in establishing a program that addresses the following overall goals:

- Preserves or creates jobs and promotes economic recovery,
- Assists those most impacted by the recession,
- Provides investment to increase economic efficiency,
- Invests in transportation, environmental protection / independence, or other infrastructure needs that will provide long term benefits,

The Community Development Block Grant - Recovery (CDBG-R) Program requires eligible cities to formulate a proactive plan that addresses community needs and meets the criteria spelled out in HUD's program requirements. On May 29, 2009, City Council approved the following plan for use of CDBG-R funding.

### **PROGRAM OVERVIEW**

The CDBG-R program is designed to stimulate the economy through job creation, infrastructure projects, energy efficiency projects, expanding educational opportunities, and improving access to health care. With Moreno Valley's CDBG-R allocation, four activities were proposed that benefit the low and moderate-income population and meet the Recovery Act objectives while providing for responsible spending.

The table below describes the activities that were selected for funding under the CDBG-R plan.



Approved Grant Activities	Funding Allocation	Selected Projects	Project Description
Grant Administration	\$47,929	City Administration	Consistent with CDBG-R guidelines, a maximum of ten percent of the grant (\$47,929) is reserved for grant planning and management. Administration of the grant is conducted by current staff.
Utility – Infrastructure Improvement Project	\$107,841	MV Utilities Infrastructure – Elsworth Street Utility Improvements	Installation of new, environmentally conscious/energy effective utilities by installing electrical conduit and vaults on Elsworth St. from Goldencrest Dr. to Corporate Center.
Economic Incentive for Green and Technology Businesses	\$107,845	MVP – EV (electric vehicle manufacturing company) Relocation	Relocation of company's national manufacturing plant to the City of Moreno Valley. The goal of this activity was to incentivize an environmentally conscious business to relocate or expand an existing facility in exchange for creation or retention of employment of low-to-moderate income persons.
Employment Creation Incentive for Distribution & Manufacturing Businesses	\$107,841	Frazee Paint Relocation	Relocation of company's west coast distribution center to Moreno Valley's Centerpointe Business Park. This business opened July 2010 and created approximately 70 jobs. This activity focused on creating or retaining employment opportunities in the City's CDBG Target Area by assisting in producing new jobs for distribution and manufacturing uses.
Employment Creation Incentive for Vacant Restaurant Reuse	\$107,840	Buffalo Wild Wings Expansion	Expansion of restaurant chain to Moreno Valley's Town Gate Crossing. This business opened March 2011 and created approximately 100 jobs. The program incentivized job creation for low-to-moderate income persons at vacant restaurants located in both the Redevelopment (RDA) Project Area and the CDBG Target Area by providing funds for new restaurateurs in exchange for creation of employment opportunities.
<b>Total Grant Allocation</b>	<b>\$479,292</b>		

## **DISCUSSION**

Under the Economic Incentive for Green Technology Business component of the CDBG-R plan, a project entitled MVP EV, Inc. was selected to receive \$107,841. This project would have provided funding for an electrical vehicle manufacturing plant located on Elsworth Street in Moreno Valley. The City entered into a Participation Agreement with MVP EV, Inc in November 2009. However since this time, the company decided to locate its operations to another jurisdiction. As a result, the \$107,841 originally allocated to MVP-EV is now available to be used for another activity. In addition, there is approximately \$840.00 in unspent CDBG-R funds from other activities.

Per CDBG-R regulations, the City must expend all CDBG-R funding by September 30, 2012 or risk having funds recaptured. In order to prevent recapture of CDBG-R funding, staff is proposing that \$108,681 be reallocated to the Parks ADA Improvement Project under the Utility/Infrastructure Improvement Project CDBG-R plan. This project will upgrade existing non-ADA compliant facilities (restrooms), park/parking lot ramps, and sidewalks throughout the two parks. Both projects include design and construction. Moreno Valley Community Park is located at the corner of Cottonwood Avenue and Frederick Street. JFK Park is located at the corner of John F. Kennedy Drive and Indian Street. Making these park improvements will increase access to and use of park facilities for all Moreno Valley residents.

### **ALTERNATIVES**

1. **Alternative 1.** Conduct a Public Hearing and adopt the FY 2011-12 Annual Action Plan Substantial Amendment #3. **Staff recommends this alternative as it will ensure the City will meet the CDBG-R expenditure deadline in compliance with ARRA regulations.**
2. **Alternative 2.** Do not conduct a public hearing and decline to adopt FY 2011-12 Annual Action Plan Substantial Amendment #3. **Staff does not recommend this alternative because it may lead to the recapture of CDBG-R funding.**

### **FISCAL IMPACT**

Fund 199	Budget FY 2011-12	Budget Appropriation	Revised Budget FY 2011-12
199.19910.6849.002	\$107,841	-\$107,841	\$0
199.19910.003	\$840	-\$840	\$0
199.19910.6849.xxx	\$0	\$108,681	\$108,681

The CDBG-R funds are a HUD grant and do not require matching funds. Therefore, FY 2011-12 Annual Action Plan Amendment #3 will have no fiscal impact on the General Fund.

### **CITY COUNCIL GOALS**

1. **REVENUE DIVERSIFICATION & PRESERVATION**  
CDBG-R funds will directly or indirectly enhance the City's ability to stabilize residents' housing and preserve City neighborhoods.
2. **PUBLIC SAFETY**  
CDBG-R activity will directly or indirectly help to provide a secure environment for individuals in the community.

**3. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**

The CDBG-R will help to preserve and enhance the City's existing neighborhoods.

**NOTIFICATION**

In order to reallocate this funding, the proposed Substantial Amendment must adhere to the citizen participation requirements prior to being adopted by the City Council. In conforming with the federal requirements, the proposed amendment was made available for public review from March 8, 2012 to April 9, 2012. Notice of this meeting was published in the Press-Enterprise newspaper March 26, 2012.

**ATTACHMENTS**

**ATTACHMENT A**      Proposed FY 2011-12 Annual Action Plan Substantial Amendment #3

Prepared By:  
Keyneica Jones  
Management Analyst

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

Concurred by:  
Dante G. Hall  
Redevelopment & Neighborhood Programs  
Administrator

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  
FY 2011/12 ACTION PLAN  
AMENDMENT NO. 3**

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The Action Plan addresses the City's plan for use of CDBG and HOME funds during FY 2011-12. The plan is based upon the Consolidated Plan prepared for both programs. The Action Plan facilitates the strategy outlined in the Consolidated Plan by addressing community needs through various mechanisms.

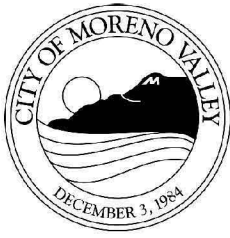
This amendment to the FY 2011-12 Annual Action Plan requires citizen participation (including public hearing, public notice and 30-day review period) because the issue is considered a "substantial amendment." This substantial amendment will be available for public review from March 8, 2012 through April 9, 2012. A public hearing will be conducted at the April 10, 2012 Moreno Valley City Council Meeting at 6:30 p.m. Amendment No. 3 to the City of Moreno Valley's FY 2011-12 Annual Action Plan includes the following changes:

Reallocation of \$107,841 in funding for the MVP EV, Inc. project to the ADA Park Improvements Project. Reallocation of \$840 in remaining CDBG-R funds to the ADA Park Improvements Project. The new project (total cost of \$108,681) will provide for the upgrade of existing non-ADA compliant facilities (restrooms), park/parking lot ramps, and sidewalks throughout the two parks. Both projects include design and construction.

Approved by: \_\_\_\_\_  
Henry Garcia, City Manager

**ATTACHMENT A**

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** April 10, 2012

**TITLE:** PUBLIC HEARING TO ADOPT FY 2011-12 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT No. 2 – HOMELESSNESS PREVENTION AND RAPID REHOUSING PROGRAM

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

- 1) Conduct a Public Hearing to allow the public an opportunity to comment on the proposed 2011-12 Annual Action Plan Substantial Amendment No. 2;
- 2) Adopt the proposed Substantial Amendment No. 2; and
- 3) Authorize revenue and expense budget appropriations of \$36,228 to accounts 198.1980.4610.1 and 198.19810.6847.003 (HPRP-Rental Assistance) respectively.

### BACKGROUND

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009 (ARRA), which includes \$1.5 billion for homelessness prevention and recovery activities. Funding for this program is called the Homelessness Prevention and Rapid Re-Housing Program (HPRP).

In 2009 the City of Moreno Valley received an HPRP allocation of \$732,872 to assist households that could otherwise become homeless – many due to the economic crisis – or rapidly re-house those who are homeless or at risk of homelessness. The City conducted an RFQ process to procure qualified subrecipient organizations to administer

the program. The chart below details the activities and organizations awarded contracts to carryout the activities under HPRP.

<b>TOTAL HPRP GRANT:</b>	<b>Subrecipient Organization</b>	<b>Funding Amount</b>
<b>City Administration (5%)</b>	City of Moreno Valley	\$ 36,644
<b>Case Management</b>	Family Services Association	\$ 35,000
<b>Rent Assistance</b>	Volunteer Center (\$127,500) Family Service Association (\$127,500) Catholic Charities (\$127,500)	\$ 382,500
<b>Rent Arrears</b>	Volunteer Center (\$34,166) Family Service Assoc. (\$34,166) Catholic Charities (\$34,166)	\$ 102,500
<b>Utility Assistance / Arrears</b>	Lutheran Social Services	\$ 27,500
<b>Security Deposits</b>	PW Enhancement Center (\$28,330) Lutheran Social Services (\$38,438)	\$ 76,875
<b>Motel Vouchers</b>	PW Enhancement Center	\$ 25,625
<b>Legal Assistance</b>	Inland Counties Legal Services	\$ 40,000
<b>Outreach</b>	\$ to market programs (fliers, website, MVTV3, Soaring, 211 / svc provider cross-sell)	\$ 6,228
<b>TOTAL:</b>		<b>\$ 732,872</b>

The U.S. Department of Housing and Urban Development (HUD) requires that Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) recipient cities such as Moreno Valley prepare a strategic planning document called the Annual Action Plan. The Annual Action Plan details the activities and projects the City will undertake over the course of the upcoming program year using all grant monies received from HUD (including CDBG, HOME, CDBG-R, and HPRP).

When there is a change to the Annual Action Plan, such as the reallocation of funding from one project/activity to another, it is considered by HUD to be a 'substantial amendment' and therefore requires the opportunity for citizen participation/comment through a public hearing. This report proposes one substantial amendment under the HPRP program for City Council consideration.



## **DISCUSSION**

As a condition of the HPRP grant agreement, grantees must expend all funding within three years of the grant agreement. The expenditure deadline for Moreno Valley's HPRP is August 18, 2012. As of the date of this report \$694,436 (95%) of the \$732,872 allocation has been spent. The majority of subrecipients have sufficiently spent down their allocations of HPRP funding with the exception of Inland Counties Legal Services which still has a balance of \$30,000 to be spent for legal services. In addition, the City did not incur any outreach costs under the program which leaves a balance of \$6,228.

In order to meet the August 18, 2012 expenditure deadline, staff is proposing to reallocate the \$30,000 in unspent legal services funding and the \$6,228 in outreach funding to provide \$36,228 of additional rental assistance to eligible HPRP households. This reallocation is being suggested as funding for rental assistance has been the highest demanded activity from the public under the HPRP. Staff is confident that this extra funding can be expended in a timely manner which will allow the City to meet the HUD expenditure timelines while also serving the demands of the community.

## **ALTERNATIVES**

1. **Alternative 1** - Conduct a Public Hearing for the proposed Substantial Amendments, adopt the proposed Substantial Amendments and authorize the transfer of requested funds between the stipulated business units. **Staff recommends this alternative as it will ensure compliance with HUD's HPRP expenditure deadline.**
2. **Alternative 2** – Decline to conduct a Public Hearing for the proposed Substantial Amendments, adopt the proposed Substantial Amendments, and authorize the transfer of requested funds between the stipulated business units. **Staff does not recommend this alternative as it may hinder the City from meeting the HUD mandated HPRP expenditure 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.

<b>Fund</b>	<b>Account</b>	<b>Type</b>	
Homelessness Prevention and Rapid Re-Housing Program (198)	198.1980.4610.1 Federal Grant Revenue	Rev	\$36,228
Homelessness Prevention and Rapid Re-Housing Program (198)	198.19810.6847.003 HPRP Rental Assistance	Exp	\$36,228

### **CITY COUNCIL GOALS**

#### **REVENUE DIVERSIFICATION & PRESERVATION**

CDBG funds enhance the City's ability to create a stable revenue base and fiscal policies that support essential City improvements and services.

#### **PUBLIC SAFETY**

CDBG projects and programs directly or indirectly help to provide a secure environment for people and property in the community.

#### **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**

The Foreclosure Prevention Workshops may preserve Moreno Valley's existing neighborhoods and the overall attractiveness of the City.

#### **POSITIVE ENVIRONMENT**

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

### **NOTIFICATION**

In order to reallocate this funding, the proposed Substantial Amendments must adhere to the citizen participation requirements prior to being adopted by the City Council. In conforming with the federal requirements, the proposed amendments were made available for public review from March 8, 2012 to April 9, 2012. Notice of this meeting was published in the Press-Enterprise newspaper on March 26, 2012.

### **ATTACHMENTS/EXHIBITS**

**ATTACHMENT A** Proposed FY 2011-12 Annual Action Plan Substantial Amendment No. 2

Prepared By:  
Keyneica Jones  
Management Analyst

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

Concurred By:  
Dante G. Hall  
Redevelopment & Neighborhood Programs Administrator

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  
FY 2011-12 ACTION PLAN  
AMENDMENT NO. 2**

---

The Action Plan addresses the City's plan for use of CDBG and HOME funds during FY 2011-12. The plan is based upon the Consolidated Plan prepared for both programs. The Action Plan facilitates the strategy outlined in the Consolidated Plan by addressing community needs through various mechanisms.

This amendment to the FY 2011-12 Annual Action Plan requires citizen participation (including public hearing, public notice and 30-day review period) because the issue is considered a "substantial amendment." This substantial amendment will be available for public review from March 8, 2012 through April 9, 2012. A public hearing will be conducted at the April 10, 2012 Moreno Valley City Council Meeting at 6:30 p.m. Amendment No. 2 to the City of Moreno Valley's FY 2011-12 Annual Action Plan includes the following changes:

The proposed FY 2011-12 Amendment 2 includes reallocation of \$30,000 from the legal services activity to the rental assistance activity, and \$6,228 in outreach funding to rental assistance activities. The original allocations were as follows:

Rental Assistance - \$382,500  
Legal Assistance - \$40,000  
Outreach - \$6,228

The revised allocations are as follows:

Rental Assistance - \$418,728  
Legal Assistance - \$10,000  
Outreach - \$0

Approved by: \_\_\_\_\_  
Henry Garcia, City Manager

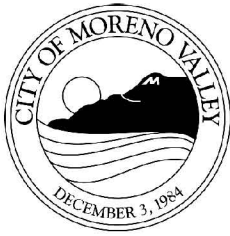
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## **CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

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

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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:** City Council and Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

**FROM:** Michael McCarty, Director of Parks and Community Services

**AGENDA DATE:** April 10, 2012

**TITLE:** INSTALLATION OF SYNTHETIC TURF AT MARCH FIELD PARK

---

### RECOMMENDED ACTION

Staff recommends that the City Council and the Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District:

1. Award to Field Turf USA, Inc. 8088 Mountview Road, Montreal, Quebec, CN for material and labor to install synthetic turf at March Field Park.
2. Authorize the issuance of a Purchase Order to Field Turf USA, Inc., in the amount of \$196,667.00 (\$178,788.50 for the bid amount plus 10% contingency) when the contract has been signed by all parties.
3. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Field Turf USA, Inc., up to but not to exceed the Purchase Order contingency of \$17,878.50 subject to the approval of the City Attorney.
4. Authorize the Parks and Community Services Director to accept the improvements into the CSD's maintained system upon acceptance of the improvements as complete.

### BACKGROUND

The City applied for and received approval in 1995 from the National Park Service for federal surplus property when March Air Force Base was downsized to March Air

Reserve Base. This 90-acre property, currently known as March Field Park, was obtained at no cost to the City.

Subsequently, Parks and Community Services updated the existing softball fields for public use and cleaned up the site. In 2008, the final deeded transfer of the park was made. The deed came with requirements that the site be used for public recreation activities, which included softball/baseball, soccer, and other activities associated with public parks.

March Field Park skate facility was constructed in 2004. The facility includes a concession building, restroom facility, skate park, and hockey rink.

### **DISCUSSION**

Over the years the demand for in-line hockey has greatly diminished, and staff has researched ideas to revitalize this amenity. The City is in need of soccer facilities, and enclosed soccer arenas have exploded in popularity. Although this site is not covered, the area is enclosed and lighted. By enhancing this area to accommodate the sport of “enclosed” soccer, staff believes the usage will improve and consequently we will see a definite increase in revenue. Currently, the skate park averages 600 participants a month. It should also be noted that an additional 100 people a month are already utilizing the concrete surface of the roller hockey rink for open play. By adding the synthetic turf, which is a safer surface than the concrete, and making an indoor soccer arena to provide open and league play, staff projects usage of the facility should increase by a minimum of 1,200 participants a month.

Soccer arenas utilizing synthetic turf are the upcoming soccer sport, since it raises the level of skills needed, due to the ball being consistently in-play. The sport can be played all year, day and evening. The synthetic turf, which is permeable, would be installed over the current hockey rink, which is an excellent surface for this application. Water drainage would be similar to the way the concrete drains now (to the sides and under the dasher board).

Project materials and labor costs for this project have all been publically negotiated utilizing the U.S. General Services Administration (GSA). Public Contract Code (PCC) 12101.5 established the California Multiple Award Schedule (CMAS) program in 1994, utilizing pre-bid products and services awarded on a Federal GSA schedule. PCC sections 10298 and 10299 authorize local government agencies to use CMAS agreements without further competitive bidding. The products and prices specified in the attached Contractor Agreement conform to the products and prices authorized by CMAS. Additionally, City of Moreno Valley Municipal Code 3.12.260 authorizes corporative purchases and piggybacking of materials, supplies, equipment or contractual services with CMAS. It should be noted that the materials for this project are made in the USA.

**ALTERNATIVES**

1. Award to Field Turf USA, Inc. 8088 Mountview Road, Montreal, Quebec, CN for material and labor to install synthetic turf at March Field Park; Authorize the issuance of a Purchase Order to Field Turf USA, Inc., in the amount of \$196,667.00 (\$178,788.50 for the bid amount plus 10% contingency) when the contract has been signed by all parties; authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Field Turf USA, Inc., up to but not to exceed the Purchase Order contingency of \$17,878.50 subject to the approval of the City Attorney; authorize the Parks and Community Services Director to accept the improvements into the CSD's maintained system upon acceptance of the improvements as complete.
2. Elect not to award a purchase order to Field Turf USA, Inc. at this time and provide further direction to staff.

**FISCAL IMPACT**

Funding for the new synthetic turf is \$196,667.00, utilizing Parkland Development Impact Fees (205) and Quimby (206). This item is an approved budget item for FY 11/12 in Business Unit 461.65331.7200.

This recommended action imposes NO fiscal impact to the General Fund.

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**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**

Posting of the agenda.

**ATTACHMENTS/EXHIBITS**

Exhibit 'A': Independent Contractor Agreement with Field Turf USA, Inc.

Exhibit 'B': Field Turf USA, Inc. CMAS Contract, Details & Quote

Prepared By:  
 Tony Hetherman  
 Parks Projects Coordinator

Department Head Approval:  
 Michael McCarty  
 Director of Parks and Community Services

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

**INDEPENDENT CONTRACTOR AGREEMENT****PROJECT 11/12-461.65331**

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

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

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

**1. CONTRACTOR INFORMATION:**

Field Turf USA, Inc.  
8088 Montview  
Montreal, Quebec, Canada  
H4P 2L7  
Business Phone: 800-724-2969, Fax No. 514-340-9311  
Email: [tara.clarini@fieldturf.com](mailto:tara.clarini@fieldturf.com)  
Social Security Number: N/A  
Business License Number:  
Federal Tax I.D. Number: 27-2502420

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

- A. The Contractor's scope of service is described in Attachment 'A' attached hereto and incorporated herein by this reference.
- B. The City's responsibility and project locations, other than payment, is described in Attachment 'B' attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Attachment 'C' attached hereto and incorporated herein by this reference.
- D. This Agreement is made and entered into effective the date the City signs this Agreement. [The termination date of the Agreement shall be June 30, 2012.](#)
- E. The Contractor Starting Date is the date listed on the issued Purchase Order, which will be utilized as the "Notice to Proceed". The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **ninety (90) working days** after said date in the "Notice to Proceed". The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- F. The work performed in this contract shall be performed Monday through Friday, 7 a.m. to 4 p.m. City observed holidays shall be observed by the Contractor and no work shall be performed on these dates.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor'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 this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and the (CSD), its officers, agents, or employees.  
The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA) and the Moreno Valley Community Services District (CSD) and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Moreno Valley Unified School District are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under 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.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
<b>Bodily Injury</b>	\$500,000.00	\$1,000,000.00	\$2,000,000.00
<b>Property Damage</b>	---	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

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.

- H. Document Ownership. Any system or documents developed, produced or provided under this Agreement, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
  - (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through



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

- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- J. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement. Partial Payments.  
No partial payments shall be made on this project.
- K. Stop Notice Withholds. The City may withhold payments to cover claims filed under Civil Code § 3179 et seq.
- L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- N. Legal Action. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.  
In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.
- O. Warranty. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and/or Specifications.
- P. Prevailing Wage. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations and Prevailing Wage Rates. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents. The Contractor shall submit a list of all trades utilized in the project

and corresponding DIR wage determinations. Certified payroll reports, Certificates of Compliance and Fringe Benefit Statements shall be submitted weekly. A copy of DIR prevailing wage rates can be obtained from the DIR at [www.dir.ca.gov](http://www.dir.ca.gov) (Statistics and Research) or type into web browser: <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Additionally, prevailing wage rates are on file in the City's Capital Projects Division, available upon request.

- Q. Records. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, 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 such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.
- R. Performance. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.
- S. Workers' Compensation. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.
- T. Contract Commencement. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.
- U. Licensing. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O.Box 26000, Sacramento, CA 95826.
- V. Surety Bonds. The Contractor shall post Surety Bonds for 'Faithful Performance' and 'Labor and Materials'. Surety Bonds shall be sufficient to cover the project and approved by the City. Bonds shall be in the amount equal to one-hundred percent (100%) of the contract price.
- W. Business License. The Contractor shall obtain a City of Moreno Valley Business License prior to the issuance of a purchase order.

4. **SPECIAL TERMS AND CONDITIONS:**

- A. California Multiple Award Services (CMAS). The Contractor shall adhere to all terms and conditions set forth by CMAS for Contract number 4-06-78-0031A.
- B. CMAS Reports. The Contractor shall provide the City a copy of all required reports filed with CMAS.
- C. Warranty. The Contractor shall provide the City a written warranty for the synthetic turf. The warranty period shall be eight (8) years, covering material defects. Commencement of the warranty shall be the date of completion of installation.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

Field Turf USA, Inc.

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

ATTEST:

\_\_\_\_\_  
City Clerk  
*(only needed if Mayor signs)*

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head  
*(if contract exceeds 15,000)*

\_\_\_\_\_  
Date

ATTACHMENT 'A'

**SCOPE OF WORK**

**Site: March Field Park Hockey Rink**

Per CMAS contract #4-06-78-0031A, provide and install:

15,700 square feet of Easy Turf Easy Play synthetic turf and Infill to consisting of silica sand and crumb rubber (made from California recycled tires)

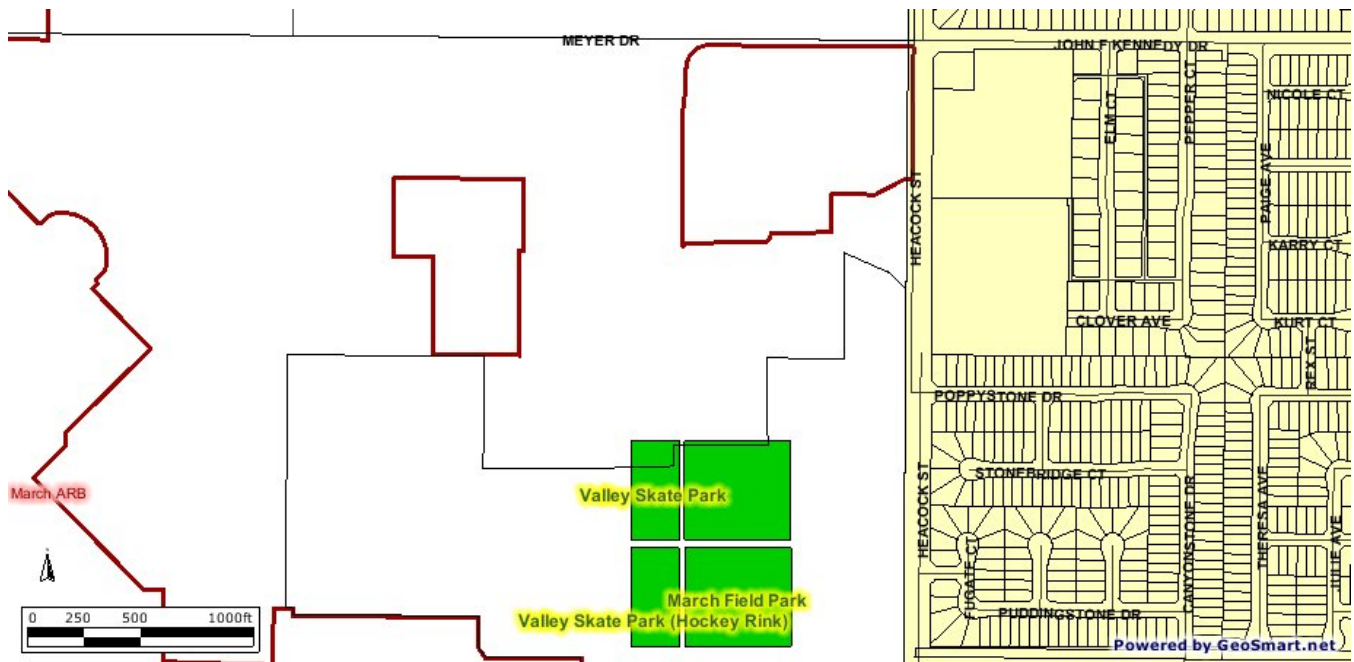
15,700 square feet of Easy Turf Drainage Tiles over existing concrete surface

Permanent white inlays for the sport of soccer

ATTACHMENT 'B'

**CITY'S RESPONSIBILITY AND PROJECT LOCATION**

- Provide access to the site.
- Provide contractor access to electrical panels.
- Ensure irrigation water is off as necessary for the Contractor to perform their duties. The contractor shall notify the Park Maintenance Division two working days in advance to have irrigation turned off.



ATTACHMENT 'C'

**TERMS OF PAYMENT**

1. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the CMAS Contract as full compensation for the work required under the Scope of Work awarded by the City, to wit, the sum total amount of **\$ 178,788.50**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract Documents.
2. The Contractor will submit one invoice to the City along with documentation evidencing services completed. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.
3. The City shall pay the Contractor for all invoiced, materials and labor as identified in the contract within thirty (30) days of acceptance of the project.

State of California  
**MULTIPLE AWARD SCHEDULE**  
**FieldTurf USA, Inc.**

<b>CONTRACT NUMBER:</b>	<b>4-06-78-0031A</b>
<b>SUPPLEMENT NO.:</b>	2
<b>CMAS CONTRACT TERM:</b>	11/08/2011 through 11/30/2016
<b>CONTRACT CATEGORY:</b>	Non Information Technology Goods
<b>APPLICABLE TERMS &amp; CONDITIONS:</b>	August 2010
<b>MAXIMUM ORDER LIMIT:</b>	\$100,000
<b>FOR USE BY:</b>	State & Local Government Agencies
<b>BASE GSA SCHEDULE NO.:</b>	GS-07F-9631S
<b>BASE SCHEDULE HOLDER:</b>	FieldTurf USA, Inc.

This contract provides for the purchase, warranty and installation of synthetic turf, surface and flooring. Installation charges are included in the price of the product. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 11-30-16. In addition, this supplement replaces in its entirety FieldTurf USA, Inc.'s existing California Multiple Award Schedule (CMAS) that expires on 11-30-11. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

The services provided under this CMAS contract are only in support of the products sold under this CMAS contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

*Marisa Truax*

**MARISA TRUAX, Program Analyst, California Multiple Award Schedule**

Effective Date: **11/08/2011**



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
FIELDTURF USA, INC.  
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Fieldturf  
Floor Cov-Hardwood  
Floor Cov-Rubber Sheeting/Tile  
Floor Cov-Sport Flooring  
Floor Cov-Synthetic Turf  
Playground-Surface Rubberized  
Sport Surface-Synthetic Track

**AVAILABLE PRODUCTS AND/OR SERVICES**

Only products from the manufacturer(s) listed below are available within the scope of this contract:

FieldTurf

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA #GS-07F-9631S (FIELDTURF USA, INC.) with a GSA term of 8/07/2011 through 8/06/2016. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to (514) 340-9374:

FieldTurf USA, Inc.  
8088 Montview Rd  
Montreal, QC H4P 2L7  
CANADA  
Attn: Tara Clarini

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (514) 340-9311, Ext 158  
E-mail: [tara.clarini@fieldturf.com](mailto:tara.clarini@fieldturf.com)

**CALIFORNIA SELLER'S PERMIT**

FieldTurf USA, Inc.'s California Seller's Permit No. is 97731798. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

**CONTRACT PRICES**

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

**DARFUR CONTRACTING ACT**

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq. See the attached certification from this contractor regarding this act.

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at [www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf).

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**DELIVERY**

60 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**HOW TO USE CMAS CONTRACTS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

Ordering Instructions and Special Provisions



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
FIELDTURF USA, INC.  
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.
- Orders for Information Technology goods and services exceeding \$250,000 require approval by Agency Secretary and Department Director or immediate next ranking official.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this contract is \$2,000.

**ORDERING PROCEDURES**

**1. Order Form**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: [www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx](http://www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx)

**2. Purchase Orders**

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services  
Procurement Division, Data Management Unit  
PO Box 989052, MS #2-203  
West Sacramento, CA 95798-9052  
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

**3. Service and Delivery after Contract Expiration**

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
FIELDTURF USA, INC.  
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

**4. Multiple Contracts on STD. 65 Order Form**

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

**5. Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

**CONTRACTOR OWNERSHIP INFORMATION**

FieldTurf USA, Inc. is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:  
[www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx)  
then select "Find a CMAS Contractor."

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at:  
[www.dgs.ca.gov/ofs/Resources/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx)

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
FIELDTURF USA, INC.  
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision #69, Progress Payments.

**PRODUCT INSTALLATION**

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

**NOTE:** In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774.

**Bonds:** For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements.

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at [www.cslb.ca.gov](http://www.cslb.ca.gov) to verify that the Contractor's License shown below is still active and in good standing.

FieldTurf USA, Inc.'s California Contractor's License number is 849044. This is a Class D12 Synthetic Products license that is valid through 10/31/2012.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

This provision is not applicable to this CMAS contract.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique State processes has been included.

**STATEWIDE PROCUREMENT REQUIREMENTS**

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the CMAS contract to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**ETHNICITY/RACE/GENDER REPORTING REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

Ordering Instructions and Special Provisions

**Item No. G.3**



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
FIELDTURF USA, INC.  
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**PAYMENTS AND INVOICES**

**1. Payment Terms**

Prompt Payment Terms: Prompt payment discount of 1% when full payment is received with days or less of installation completion. Net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Std. 204)**

Each State accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:  
[www.dgs.ca.gov/ofs/Resources/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx).

**Orders from Local Government Agencies:**

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**4. Contractor Invoices**

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

FieldTurf USA, Inc. does not accept the State of California credit card (CAL-Card).

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
 FIELDTURF USA, INC.  
 CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

**8. Leasing**

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is [www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx](http://www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx). Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at [pat.mullen@dgs.ca.gov](mailto:pat.mullen@dgs.ca.gov) for further information.

**CONTRACTOR QUARTERLY REPORT PROCESS**

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services  
 Procurement Division – CMAS Unit  
 Attention: Quarterly Report Processing  
 PO Box 989052, MS #2-202  
 West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663  
 CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.

- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or that excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will start on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- Payee Data Record (Std. 204).
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages must be included in the purchase order to be applicable, mutually agreed upon by agency and contractor, and cannot be a penalty.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
FIELDTURF USA, INC.  
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND  
PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4363  
Fax # (916) 375-4663



## ATTACHMENT A

### ADA NOTICE

Procurement Division (State Department of General Services) AMERICANS  
WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891  
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech-to-Speech: 1-800-854-7784

**ATTACHMENT B  
CMAS QUARTERLY BUSINESS ACTIVITY REPORT**

Contractor Name: \_\_\_\_\_ Reporting Calendar Year: \_\_\_\_\_ Revision

Contract Number: \_\_\_\_\_ Reporting Quarter:  Q1 (Jan-Mar)  Q2 (Apr-Jun)  Q3 (Jul-Sep)  Q4 (Oct-Dec)

For Questions Regarding This Report Contact:  
 Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ \_\_\_\_\_

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ \_\_\_\_\_



# ATTACHMENT B

## CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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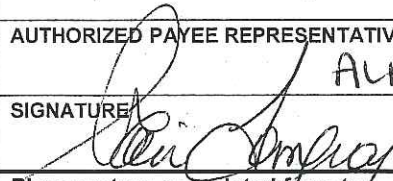
### Instructions for completing the CMAS Quarterly Business Activity Report.

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

#### Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

**PAYEE DATA RECORD**(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

1	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) FieldTurf USA, Inc <b>SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) <b>E-MAIL ADDRESS</b> info@fieldturf.com		
	<b>MAILING ADDRESS</b> 8088 Montview <b>CITY, STATE, ZIP CODE</b> Montreal, QC, H4P 2L7	<b>BUSINESS ADDRESS</b> 175 North Industrial Blvd. NE <b>CITY, STATE, ZIP CODE</b> Calhoun, GA, 30701	
3	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 58-2330410 <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <b>ENTER SOCIAL SECURITY NUMBER:</b>		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
	<b>CORPORATION:</b> <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS		
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) ALAIN TANEWAY		<b>TITLE</b> CFO
	<b>SIGNATURE</b> 	<b>DATE</b> OCT 19, 2011	<b>TELEPHONE</b> (800) 724-2969
6	Please return completed form to: <b>Department/Office:</b> Department of General Services <b>Unit/Section:</b> Procurement Division, CMAS Section <b>Mailing Address:</b> 707 3rd Street, 2nd floor <b>City/State/Zip:</b> West Sacramento, CA 95605 <b>Telephone:</b> (916) 375-4365 <b>Fax:</b> (916) 375-4663 <b>E-mail Address:</b> cmas@dgs.ca.gov		



CMAS CONTRACT APPLICATION GUIDE

Darfur Contracting Act Certification Form

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. (See back for instructions.)

Therefore, to be eligible to submit a bid, proposal, or CMAS application, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

FieldTurf USA, Inc. 58 2330410
Company/Vendor Name (Printed) Federal ID Number

Printed Name and Title of Person Initialing (for Options 1 or 2)

1. We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States. Initials

OR

2. We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal. Initials

OR

3. We currently have, or we have have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476. Initials & Certification Below

CERTIFICATION FOR #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder/applicant to the clause listed above in #3. This certification is made under the laws of the State of California.

[Handwritten Signature]

By (Authorized Signature)

ERIC DALIERE, PRESIDENT
Printed Name and Title of Person Signing

OCTOBER 20, 2011
Date Executed

MONTREAL, QUEBEC
Executed in the County and State of

Note Regarding Change of Status - If your company has a change of status, with regard to this certification, during the term of your contract(s) then it is incumbent on your company to submit an updated Certification. For questions regarding a change of status, please contact the contract's designated State Contract Administrator.



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - b) **"Buyer"** means the State's authorized Contracting official.
  - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
  - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
  - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
  - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
  - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
 

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
  - a) these General Provisions -- Non-IT Commodities;
  - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
  - c) federal GSA (or other multiple award) terms and conditions;



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
- i) show the number of the container and the total number of containers in the shipment; and
  - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

**20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

**22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

**23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - i) Stop work as specified in the Notice of Termination.
  - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
  - iii) Terminate all subContracts to the extent they relate to the work terminated.
  - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

**24. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
  - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
  - i) Completed Goods, and
  - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 25. FORCE MAJEURE:**  
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
  - b) Acts of the federal or state government in either its sovereign or Contractual capacity.
- If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
  - b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
  - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
  - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
  - b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

- 35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
  - b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
  - c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
    - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
    - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
  - d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
  - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
  - iii) The modification by the State of the equipment furnished hereunder or of the software; or
  - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.
- 37. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.
- 38. DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
  - b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

### 39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

### 42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

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, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
  - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i) the dangers of drug abuse in the workplace;
    - ii) the person's or organization's policy of maintaining a drug-free workplace;
    - iii) any available counseling, rehabilitation and employee assistance programs; and,
    - iv) penalties that may be imposed upon employees for drug abuse violations.
  - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
    - i) will receive a copy of the company's drug-free policy statement; and,
    - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

**53. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

**54. DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

**55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**56. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b)).

### ADDITIONAL CMAS TERMS AND CONDITIONS

**57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

**58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
  - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
  - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
  - i) Labor  
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.  
  
Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
  - ii) Worker's Compensation Insurance



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

**59. CMAS -- TERMINATION OF CMAS CONTRACT:**

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**60. CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

**61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

**63. CMAS -- CONFLICT OF INTEREST:**

- a) Current State Employees (Public Contract Code Section 10410):
  - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
  - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
  - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
  - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

**64. CMAS -- SUBCONTRACTING REQUIREMENTS:**

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

**65. CMAS -- RENTAL AGREEMENTS:**

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

securing the faithful performance of the Contract by the Contractor.

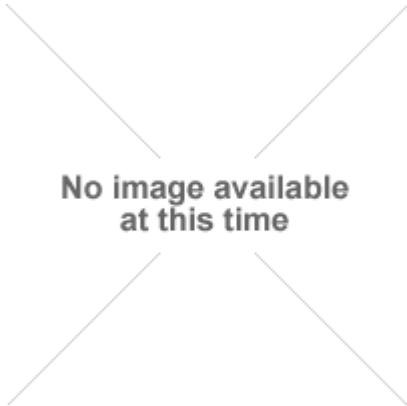
The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**  
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**  
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract





**EASYTURF EASYPLAY (MIN 500 SQ.FT)**

**Mfr Part No.:** EASYTURF EASYPLAY (MIN 500 SQ.FT)  
**Manufacturer:** FIELDTURF  
**Contract No.:** GS-07F-9631S (ends: Aug 6, 2016)  
**MAS Schedule/SIN:** 078/192 09  
**Warranty:** 8 YR  
**Made In:** UNITED STATES OF AMERICA

• Desc

1L (SF), EasyTurf EasyPlay is comprised of single-color premium UV-resistant polyethylene fibrillated silt-film blades. It is made using 100% polyethylene fiber construction containing no nylon. Each fiber is cut into a unique interior honeycomb pattern, making EasyPlay one of the strongest and most resilient synthetic grass options for high-use areas. Designed specifically for commercial applications, this quality synthetic grass is ideal for large common areas, parade grounds, parks and high-traffic indoor sports applications. EasyPlay significantly reduces water consumption, eliminates the need for harmful fertilizers and pesticides, and improves drainage and erosion control.

**\$9.49 EA**

sold and shipped by [FIELDTURF USA INC.](#)

[visit contractor's website](#)

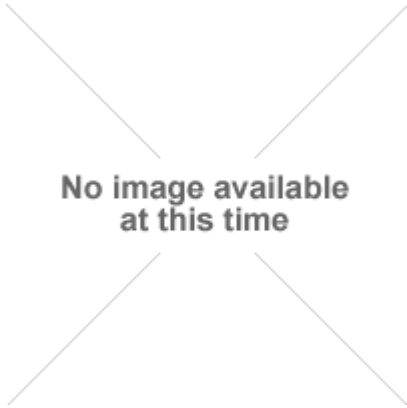
**Compare Available Sources**

Quantity:  [Add to Cart](#)

**Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. Indicates when volume discounts are offered.

	<a href="#">Price/Unit</a>	<a href="#">Contractor</a>	<b>Socio</b>	<a href="#">Deliv Days</a>	<a href="#">Min</a>	<a href="#">FOB/Shipping</a>
	<b>\$9.49 EA</b>	<a href="#">FIELDTURF USA INC.</a>	<a href="#">o</a>	60 days delivered ARO	\$2,000.00	<a href="#">D-CONUS,AK,PR,HI</a>





**EASYTURF DRAINAGE TILES (MIN 500 SQ.FT)**

**Mfr Part No.:** EASYTURF DRAINAGE TILES (MIN 500 SQ.FT)  
**Manufacturer:** FIELDTURF  
**Contract No.:** GS-07F-9631S (ends: Aug 6, 2016)  
**MAS Schedule/SIN:** 078/192 09  
**Warranty:** 8 YR  
**Made In:** UNITED STATES OF AMERICA

• Desc

1L (SF), EasyTurf Drainage Tiles are recommended for use with a non-permeable liner or hard non-permeable surfaces such as concrete or asphalt. EasyTurf Drainage Tiles maximize drainage over these surfaces, allowing FieldTurf synthetic grass systems to drainas designed. Installation of EasyTurf Drainage Tiles reduces base installation time by approximately 30%, while also reducing the amount of ground prep necessary during a synthetic grass installation.

**\$1.47 EA**

sold and shipped by [FIELDTURF USA INC.](#)

[visit contractor's website](#)

**Compare Available Sources**

Quantity: \_\_\_\_\_

[Add to Cart](#)

**Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

<a href="#">Price/Unit</a> ♦	<a href="#">Contractor</a> ♦	<a href="#">Socio</a>	<a href="#">Deliv Days</a> ♦	<a href="#">Min</a> ♦	<a href="#">FOB/Shipping</a> ♦
<input checked="" type="radio"/> <b>\$1.47 EA</b>	<a href="#">FIELDTURF USA INC.</a>	<a href="#">o</a>	60 days delivered ARO	\$2,000.00	<a href="#">D-CONUS,AK,PR,HI</a>



**SOCCER MARKINGS**

**Mfr Part No.:** SOCCER MARKINGS  
**Contractor Part No.:** SOCCER MARKINGS  
**Manufacturer:** FIELDTURF  
**Contract No.:** GS-07F-9631S (ends: Aug 6, 2016)  
**MAS Schedule/SIN:** 078/192 09  
**Warranty:** 8 YR  
**Made In:** UNITED STATES OF AMERICA

• Desc  
1L (ST), Permanent soccer markings

[Enlarge/More Views >>](#)

**\$6,716.50 EA**

sold and shipped by [FIELDTURF USA INC.](#)

[visit contractor's website](#)

**Compare Available Sources**

Quantity: \_\_\_\_\_

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**Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

	<a href="#">Price/Unit</a> ♦	<a href="#">Contractor</a> ♦	<a href="#">Socio</a>	<a href="#">Photo</a>	<a href="#">Deliv Days</a> ♦	<a href="#">Min</a> ♦	<a href="#">FOB/Shipping</a> ♦
<input checked="" type="radio"/>	<b>\$6,716.50 EA</b>	<a href="#">FIELDTURF USA INC.</a>	<a href="#">o</a>		60 days delivered ARO	\$2,000.00	<a href="#">D-CONUS,AK,PR,HI</a>

# Bid Proposal for City of Moreno Valley Outdoor Soccer Arena

## PRODUCTS & INSTALLATION

1. EasyTurf to install 15,700 square feet of the following products:

**EasyTurf EasyPlay - MAS Schedule/SIN: 078/192 09**

EasyTurf EasyPlay is comprised of a single-color of premium UV-Resistant Polyethylene Parallel Fibrillated Slit-Film blades. It is made using 100% polyethylene fiber construction containing no nylon. EasyTurf to supply and install Patented Infill System with silica sand and crumb rubber and this high quality synthetic grass is ideal for main gate areas; headquarter lawns, housing areas, public walkways, obstacle courses, parks and common areas. It significantly reduces water consumption, eliminates the need for harmful fertilizers and pesticides, and improves drainage and erosion control.

**EasyTurf Drainage Tiles- MAS Schedule/SIN: 078/192 09**

EasyTurf Drainage Tiles deliver the Precision Performance and Maximized Drainage that the player and the facility demand. Consistent response throughout the field ensures that elite levels of play can always be reached. Maximizing the drainage ensures the on-field performance when the weather gets tough. Wet or dry your level of play remains the same. The installation of the EDT system is user friendly and reduces base installation time by approximately 30% while reducing base costs by up to 50%. Your players and facility demand the best.

**Soccer Markings - MAS Schedule/SIN: 078/192 09**

Permanent Soccer Markings for a Soccer Field

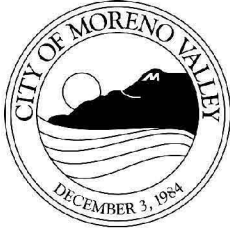
2. FieldTurf to supply and install Patented Infill System with silica sand and crumb rubber to simulate the look and feel of natural grass.
3. FieldTurf to provide an eight (8) year, third-party pre paid insured warranty for all products.

Pricing (GSA/CMAS Contract Number): GS-07F-9631 (ends: Aug 6, 2016)	GSA Unit Price	Total
Installation of 15,700 Square Feet of EasyTurf EasyPlay	\$9.49 x 15,700 Sq Ft	\$148,993.00
Installation of 15,700 Square Feet of EASYTURF DRAINAGE TILES	\$1.47 x 15,700 Sq Ft	\$ 23,079.00
Installation of Permanent Soccer Markings	\$6,716.50	\$ 6,716.50
<b>Total</b>		<b>\$178,788.50</b>

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Teichert, Financial & Administrative Services Director

**AGENDA DATE:** April 10, 2012

**TITLE:** INTRODUCTION OF ORDINANCE AMENDING CHAPTER 3.12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE CITY'S PURCHASING REGULATIONS

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### **RECOMMENDED ACTION**

The Finance Sub-Committee recommends that the City Council approve the introduction of Ordinance No. 844, amending Title 3 of the City of Moreno Valley Municipal Code by repealing and reenacting Chapter 3.12, updating purchasing regulations.

### **BACKGROUND**

The City's Purchasing Ordinance was last updated in 2009. City Council has expressed interest in updating the Local Vendor Preference portion of the purchasing regulations to support and grow the local economy and to provide jobs within the community.

Changes in State law regarding public projects require an amendment to Section 3.12.300 of the City's ordinance to comply with the requirement to maintain a list of qualified contractors for the selection of contractors to perform informal procurements for public projects.

### **DISCUSSION**

Two changes to the Purchasing Ordinance are detailed as follows:

### **Local Small Business Preference:**

The Purchasing Ordinance, as currently written in section 3.12.150, provides for a 1% “local vendor preference”, but only when the quality and pricing of contracted materials and services are equal. Therefore, if all factors in a bid are equal, the award would go to a bidder located within the City based on a 1% preference. Staff has researched the ability to provide a preference to local businesses greater than the current 1% allowed by the City’s Purchasing Ordinance. Staff discovered that a number of cities were providing greater local preferences. Upon consultation with the City Attorney, staff was advised that some of the cities providing greater local preference in their purchasing ordinances were charter cities. The City Attorney advised that Moreno Valley, as a General Law city, could utilize the provisions of Public Contract Code Section 2002 to provide a small business preference; this code section reads:

**2002.** (a) Notwithstanding any other provision of law requiring a local agency to award contracts to the lowest responsible bidder, any local agency may do any of the following in facilitating **contract** awards to small businesses:

(1) Provide for a small business preference in construction, the procurement of goods, or the delivery of services where responsibility and quality are equal. The preference to a small business shall be up to 5 percent of the lowest responsible bidder meeting specifications.

(2) Establish a subcontracting participation goal for small businesses on contracts and grant a preference, up to a maximum of 5 percent, to those bidders who meet the goal.

(3) Require bidders to make good faith efforts to meet a subcontracting participation goal for small business contracts. Bidders that fail to meet the goal shall demonstrate that they made good faith efforts to utilize small business contractors.

(b) The term "small business," as used in this section, shall be defined by each local agency.

In an effort to promote local small businesses and stimulate the local economy, the local vendor preference will be deleted and replaced with a “local small business preference” afforded to local small businesses (as allowed by California Public Contracts Code, Section 2002) to provide a five-percent (5%) advantage to local small business vendors, regardless of ranking to the lowest responder, who are responding to provide the City non-professional services, supplies, materials and equipment (see pages #7-8 of the Purchasing Ordinance 3.12).

Where the local small business vendor’s price is not the lowest price, their response would be evaluated to verify if it is within 5% of the low responder. If within 5% of the lowest responder, the lowest responding local small business vendor is selected to negotiate a satisfactory contract with the City. If the local small business vendor successfully negotiates a satisfactory contract with the City, they are awarded the contract. This provides an opportunity to keep the contract award local, benefiting a local small business vendor, but potentially at no additional cost to the City. If the local vendor does not meet the City’s requirements for satisfactory terms, the next lowest local small business vendor may be afforded the opportunity to negotiate a satisfactory contract with the City, or the City will negotiate with the lowest responding vendor. This option potentially allows the local small business vendor to make the sale and to receive

business from the city. The city receives the item at the best terms it is able to negotiate, while the community benefits from keeping business local.

**Public Projects Update:**

Per California Public Contract Code (PCC), pursuant to Article 2 (commencing with Section 22010),

*“The agency shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032.*

*And;*

*Pursuant to subdivision (b) of Section 22032, “a public agency shall maintain a list of qualified contractors for the selection of contractors to perform informal public projects”.*

The Purchasing Ordinance has been silent to this requirement and simply required following the PCC. This update will fulfill the state PCC requirement. See page #12 of the Purchasing Ordinance.

All proposed revisions to the Purchasing Ordinance are shown in the attached redline version of the Ordinance to facilitate Council’s review.

**ALTERNATIVES**

1. Approve the introduction of Ordinance No. 844, amending Title 3 of the City of Moreno Valley Municipal Code by repealing and reenacting Chapter 3.12, updating purchasing regulations. The revisions proposed by staff and the Finance Sub-Committee to:
  - a. Adopt the 5% Local Vendor Preference. (***This alternative is recommended by staff and the Finance Sub-Committee***); and
  - b. Adopt the Public Project Update according to PCC 22010 (***This alternative is recommended by staff and the Finance Sub-Committee***).
2. Approve the introduction of Ordinance No. 844, amending Title 3 of the City of Moreno Valley Municipal Code by repealing and reenacting Chapter 3.12, regarding purchasing regulations, with additional revisions as directed by the City Council.
3. Do not approve the introduction of Ordinance No.844; maintain the current Purchasing Ordinance without revision.
4. Provide staff with further direction.

**FISCAL IMPACT**

There is no fiscal impact to the City.

**CITY COUNCIL GOALS**

***Positive Environment. Create a positive environment for the development of Moreno Valley's future.*** By offering an additional five percent (5%) bid advantage to local vendors, the City is supporting local businesses which will enhance local business relationships, thus creating a positive business environment.

**SUMMARY**

The City's current Purchasing Ordinance provides for a 1% "local merchant preference" but only when quality and pricing of contracted services are equal. The ordinance is updated to comply with State Public Contracting Code related to requirements for informal bidding procedures. In an effort to promote local businesses and stimulate the local economy, the Purchasing Ordinance has been revised to provide a five-percent (5%) consideration to local vendors who are bidding on City materials and services. This preference will promote local businesses.

**NOTIFICATION**

Publication of the agenda

**ATTACHMENTS/EXHIBITS**

Attachment "A" - Revised Purchasing Ordinance

Prepared By:  
Rix Skonberg  
Purchasing & Facilities Division Manager

Department Head Approval:  
Rick Teichert  
Financial & Administrative Services Director

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



ATTACHMENT "A"

REVISED PURCHASING 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.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

1.1 Chapter 3.12 of Title 3 of the City of Moreno Valley Municipal Code is hereby repealed, the repeal to be effective only upon the effective date of the reenactment of said Chapter 3.12, as set forth in Section 2 of this Ordinance.

SECTION 2. REENACTMENT OF CHAPTER 3.12:

2.1 Chapter 3.12 of Title 3 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to read as follows:

**Chapter 3.12**

**PURCHASING**

**Sections:**

- 3.12.010 Definitions.**
- 3.12.020 General—Purpose.**
- 3.12.025 Requisites for contract enforceability.**
- 3.12.030 General—Establishment of centralized purchasing system.**
- 3.12.040 General—Delegation of purchasing authority.**
- 3.12.050 General—Procurement methods.**
- 3.12.060 General—Award criteria.**
- 3.12.070 General—Protest procedures.**
- 3.12.080 General—Single source and sole source.**
- 3.12.090 General—State and federal funds.**
- 3.12.100 General—Conflict of interest and unlawful activity.**
- 3.12.110 General—Collusion with bidder.**
- 3.12.120 General—Collusion by bidder.**
- 3.12.130 General—Monetary limits.**
- 3.12.140 General—Emergency purchases.**
- 3.12.150 Materials, supplies and equipment—Local vendor preference.**
- 3.12.160 Materials, supplies and equipment—Record keeping of informal quotes.**

- 3.12.170 **Materials, supplies and equipment—Bid limits.**
- 3.12.180 **Materials, supplies and equipment—Publication of notice inviting formal bids.**
- 3.12.190 **Materials, supplies and equipment—Bidder’s security.**
- 3.12.200 **Materials, supplies and equipment—Authorization and execution of contract.**
- 3.12.210 **Materials, supplies and equipment—Rejection of bids.**
- 3.12.220 **Materials, supplies and equipment—Tie formal bids.**
- 3.12.230 **Materials, supplies and equipment—No formal bids received.**
- 3.12.240 **Materials, supplies and equipment—Withdrawal or correction of formal bid.**
- 3.12.250 **Materials, supplies and equipment—Waiver of formal bid procedures.**
- 3.12.260 **Materials, supplies and equipment—Cooperative purchasing or “piggybacking.”**
- 3.12.270 **Contracted services—General.**
- 3.12.280 **Contracted services—Paid for by others.**
- 3.12.290 **Contracted services—Legal services.**
- 3.12.300 **Public projects—General.**
- 3.12.310 **Public projects—Professional services.**
- 3.12.320 **Severability**
- 3.12.330 **Debarment or Suspension (federally funded contractors)**

**3.12.010 Definitions.**

“Cooperative purchasing” means a form of intergovernmental cooperative purchasing in which one government agency or jurisdiction performs the solicitation and award process for several agencies or jurisdictions, but separate contracts or purchase orders are executed between each participating agency and the vendor; the agency contracting for the prices bears no contractual responsibility to the vendor. (See “piggyback”)

“Direct pay form” means a method of payment submitted to the Financial & Administrative Services Department for payment of a commodity or service, typically after it has been procured. Administrative policies and regulations shall apply.

“Emergency” means the existence or threatened existence of conditions of extreme peril to the safety of persons and property within the City that may vitally affect the life, health or convenience of citizens. Events of: (1) disaster such as caused by fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, the existence or threatened existence of which has been proclaimed by the City Council or the City Manager in his/her capacity as Director of Emergency Services; or (2) the existence of a breakdown in machinery, equipment or essential governmental services which requires the immediate purchase of materials, supplies, equipment or services to protect the public health, safety or general welfare of the residents of the City; or (3) where an essential governmental operation affecting the public health, safety or general welfare could be greatly hampered or disrupted by following the standard procurement procedures.

“Force account” means any work that is performed by current City staff (force).

“Formal bid” means a bid that must be submitted in a sealed envelope and in conformance with a prescribed format to be opened in public at a specified time.

“General prevailing rate of per diem wages” means the payment of prevailing wages upon public works as defined in Section 16000 of the California Code of Regulations Title 8, Group 3.

“Informal bid” means a competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or reading of bids.

“Local small business vendor” means a business entity that has for at least the last twelve (12) months prior to submittal of its RFP response or quote (i) held a current business license issued by the City, and (ii) maintained fixed offices or distribution points located within the City’s geographic boundaries, and (iii) that either employs fewer than one hundred (100) employees or has average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years. .

“Lowest responsible bidder” means the bidder or offeror that submitted a responsive bid or quote at the lowest price of all the responsive bids or quotes submitted, and whose past performance, reputation and financial capability is deemed acceptable. (See “responsible bidder”)

“Piggyback” means the form of intergovernmental cooperative purchasing in which a public agency requests competitive sealed bids, enters into a contract and arranges, as part of the contract, for other public agencies to purchase from the selected vendor under the same terms and conditions as itself. This process eliminates the need to competitively bid the particular item again. (See “cooperative purchasing”)

“Professional services” means the services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance; includes any type of professional service that may be lawfully rendered but does not include “public projects”.

“Public project” is defined in Sections 22002 and 22003 of the Public Contract Code as follows:

- (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (2) Painting or repainting of any publicly owned, leased, or operated facility.
- (3) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

"Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (2) Minor repainting.
- (3) Resurfacing of streets and highways at less than one inch.
- (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

For purposes of this chapter, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.

A public agency which has, by resolution, elected to become subject to the uniform construction cost accounting procedures set forth in Article 2 (commencing with Section 22010), may utilize the bidding procedures set forth in Article 3 (commencing with Section 22030) when contracting for "maintenance work," as defined in Section 22002, or when contracting for any other work which does not fall within the definition of "public project," as defined in Section 22002.

“Public works contract” means an agreement or contract, awarded through competitive bids, for a public project that is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Purchase order” means a purchaser’s written document to a vendor formalizing all the terms and conditions of a proposed transaction and including or referring to all required elements of a contract. A purchase order is requested from the Purchasing Division by use of ~~city~~ a City purchase requisition form. It is to be utilized when a vendor requests a purchase order or when products cannot be procured through the use of the procurement card or other approved purchasing method.

“Responsible bidder” means a bidder or offeror who has the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

“Request for proposal (RFP)” means all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. Procedures for the RFP process are incorporated in administrative policy and may be changed as required from time to time.

“Request for quote (RFQ)” means an informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids, such as small or emergency purchases, but price competition is desired. Procedures for the RFQ process are incorporated in administrative policy and may be changed as required from time to time.

“Single source” means a contract for the purchase of goods or services entered into after soliciting and negotiating only with one source, usually because of the technology required or uniqueness of the product or service provided. (Compare to “sole source”)

“Sole source” means that only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, matching to currently owned equipment or supplies, the ability to deliver at a particular time, or services from a public utility. (Compare to “single source”) (Ord. 587 § 2.1 (part), 2001)

### **3.12.020 General—Purpose.**

The purpose of this chapter is to ensure that:

1. A purchasing system is efficient to the end user;
2. Goods and services are procured at a fair and competitive price;
3. All contracting, including public works contracts, follow all applicable state and federal laws and regulations;
4. This chapter shall be interpreted and construed to be consistent with state law. (Ord. 587 § 2.1 (part), 2001)

**3.12.025 Requisites for contract enforceability.**

Except as specifically provided by the City of Moreno Valley Municipal Code, now or in the future, the City is not bound by any contract unless the same shall be in writing and signed by the Mayor, after City Council approval, or by such other officer of the City as authorized by ordinance, resolution, or action of the City Council. (Ord. 624 § 1.8, 2003)

**3.12.030 General—Establishment of centralized purchasing system.**

A centralized purchasing system is established in order to:

1. Create efficient procedures for the acquisition of supplies, materials, equipment and services for the various departments of the City;
2. Exercise positive financial control over purchases;
3. Clearly define the authority for the purchasing function;
4. Assure the quality of purchases;
5. Purchase without favor or prejudice. (Ord. 587 § 2.1 (part), 2001)

**3.12.040 General—Delegation of purchasing authority.**

The City Manager may authorize any department to purchase supplies, materials, equipment and contractual services, provided that such purchases or contracts shall be made in conformity with this chapter and all applicable administrative policies and procedures. Such purchases or contracts shall be subject to review by the Purchasing Manager (or equivalent position). (Ord. 587 § 2.1 (part), 2001)

**3.12.050 General—Procurement methods.**

All procurement methods shall be in accordance with adopted policies and procedures. All purchase orders shall be signed by the Purchasing Manager or designated representative. The City Manager may adopt administrative policies that further implement the intent of this ordinance. Specifications for procurement may include references to brand name, for illustrative purposes only, provided each brand name used is followed by the words “or equal.” (Ord. 587 § 2.1 (part), 2001)

**3.12.060 General—Award criteria.**

To the extent not inconsistent with state law the following guidelines are to be followed for awards made under this chapter. Awards shall be based on the best value to the City. The determination of best value shall be pursuant to the findings and recommendations presented by the Purchasing Manager at the time of award. Award criteria of contracts, agreements, instruments and conveyances not otherwise covered by this chapter may be prescribed by City Council resolution. (Ord. 587 § 2.1 (part), 2001)

**3.12.070 General—Protest procedures.**

To the extent not inconsistent with state law the following guidelines are to be followed for protests of awards made under this chapter. Any bidder, offeror or contractor who is allegedly

aggrieved in connection with the solicitation of a contract or purchase order may protest. Protests of the contents of the specifications shall not be considered. Protests must be received by the City Clerk no later than the close of business on the second City business day after the date of award. Protest documents will be date and time stamped by City personnel. Failure to submit a timely protest to the City Clerk shall bar consideration of such protest. It is the responsibility of the protestor to verify the date of award and that the City Clerk received their protest.

The City Manager or designee shall respond in writing to the protestor within five City business days. If the protestor wishes to appeal the decision rendered by the City Manager or designee, such appeal must be made in accordance with the provisions for appeal set forth in Chapter 2.04 of this code. All protests shall be in writing and must include the following information:

1. The name, address and telephone number of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation, bid or contract number;
4. A detailed statement of all legal and factual grounds for the protest;
5. All documentation supporting the protestor's grounds for the protest;
6. The form of relief requested and the legal basis for such relief. (Ord. 587 § 2.1 (part), 2001)

**3.12.080 General—Single source and sole source.**

Where applicable and not otherwise provided by state or federal law, purchasing from a single source or sole source may be permitted after written justification from the requesting department explaining why a single or sole source has been specified, and a factual finding by the person or body authorizing the purchase that it is in the best interest of the City to purchase without competitive purchasing. Single and sole source procedures are not applicable to public works projects except as permitted by state law. (Ord. 587 § 2.1 (part), 2001)

**3.12.090 General—State and federal funds.**

All applicable statutes, regulations, rules and guidelines are to be followed when using state or federal funds. (Ord. 587 § 2.1 (part), 2001)

**3.12.100 General—Conflict of interest and unlawful activity.**

Any evaluation or selection practice under this chapter that would result in unlawful activity including, but not limited to, any rebate, kickback or unlawful consideration is expressly prohibited. Any award of a contract where a public official has used his or her official position to influence a governmental decision in which he or she knows or has reason to know that he or she has a financial interest in any person or entity who seeks such a contract or in the outcome of the selection process in any way, is expressly prohibited. Employees of the City, who are related to persons or have interests in business entities seeking to contract under this chapter, shall not participate in any aspect of the contract review or selection process. (Ord. 587 § 2.1 (part), 2001)

**3.12.110 General—Collusion with bidder.**

Any employee of the City or any department thereof shall be deemed guilty of malfeasance and shall be disciplined in accordance with City personnel rules and regulations for engaging in any of the following activities:

1. Aiding or assisting a bidder in securing a contract to furnish supplies, materials, equipment or contractual services at a higher price than that proposed by any other bidder;
2. Favoring one bidder over another by giving or withholding information;
3. Willfully misleading any bidder in regard to any matter relevant to the competitive bidding process or the character of the materials or supplies called for by the contract;
4. Knowingly accepting commodities of a quality inferior to those called for by the contract contrary to best interest of the City;
5. Knowingly certifying to a greater amount of service or work performed than has actually been performed;
6. Knowingly certifying to the receipt of an amount or different kind of materials, supplies or equipment than have actually been received. (Ord. 587 § 2.1 (part), 2001)

**3.12.120 General—Collusion by bidder.**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has colluded with any other party or parties for the purpose of preventing any other bid being made or being made at a lower amount, then the contract so awarded shall be null and void. (Ord. 587 § 2.1 (part), 2001)

**3.12.130 General—Monetary limits.**

All monetary limits for signature and award authority shall be as set forth in a resolution of the City Council as adopted from time to time. (Ord. 587 § 2.1 (part), 2001)

**3.12.140 General—Emergency purchases.**

If an emergency occurs at a time other than during regular business hours, the City Manager may authorize City department heads to purchase directly, any supplies, materials, equipment or contractual services where immediate procurement is essential to prevent delays, in the work of the using department, which may vitally affect the life, health or convenience of citizens. The head of such using department shall submit, as soon as possible, to the Purchasing Manager, a record of the emergency purchase together with a report of the circumstances of the emergency. All emergency purchases, which would otherwise require City Council approval, shall be submitted to the City Council by the City Manager at the next regular City Council meeting for ratification. (Ord. 587 § 2.1 (part), 2001)

**3.12.150 Materials, supplies and equipment—Local vendor preference.**

A 5% preference shall be given to local small business vendors for the purchase of non-professional services, supplies, materials and equipment, quality and price being equal, provided the local small business vendor meets the requirements of this chapter. (Ord. 587 § 2.1 (part), 2001).

The following requirements apply:

1. The City may, but is not required to, consider a local small business vendor preference in awarding qualifying contracts.
2. To be considered for a local small business vendor preference, the business must qualify as a “local small business vendor” as defined in Section 3.12.010.
3. In determining whether to offer a qualified local small business vendor the preference, the City may consider its needs, the contract requirements, the qualifications of all vendors, and all other relevant factors.
4. The 5% local small business preference shall apply to all contracts awarded by the City except for the following contracts:
  - a. A contract for a public project or any other contract required to be awarded to the lowest responsible bidder;
  - b. A contract for professional services pursuant to Section 3.12.270.
  - c. A contract, which if awarded based upon application of the local small business vendor preference, would be prohibited by state or federal law or regulation;
  - d. Contracts required as a result of an emergency where a delay in the performance of the contract would jeopardize the public health, safety or welfare of the residents of the City;
  - e. Contracts where a significant function of City government would be seriously threatened if the contract were not entered into expeditiously as determined by the City;
  - f. A contract which if awarded based upon application of the local vendor preference would result in the loss of state or federal funding.
5. Where competitive quotes or proposals are utilized and the lowest responder is not a local small business vendor, the purchasing officer shall provide the lowest local small business vendor, should one exist and its response is within 5% of the lowest responsible responder, with notice that the local small business vendor is the selected vendor.
6. Upon providing notice to the local small business vendor, the local small business vendor shall have two business days to negotiate a satisfactory contract with the City. In the event a satisfactory contract is negotiated, the contract will be awarded to the local small business vendor. In the event a satisfactory contract is not negotiated, the City may, but is not required to, negotiate and award the contract to:
  - a. The next lowest local small business vendor responding with a cost within 5% of the actual lowest responder, in order of the lowest to highest value; or
  - b. The actual lowest qualifying responder.

**3.12.160 Materials, supplies and equipment—Record keeping of informal quotes.**

The respective department responsible for an open market purchase using a procurement method other than a purchase order shall keep a record of quotations submitted for the purchase. The Purchasing Division shall maintain records of purchases made through the issuance of purchase orders. The Financial & Administrative Services Department shall maintain all other procurement method records. Such records shall be open to public inspection during business hours and shall



be subject to any fees or charges as may be established by City Council. (Ord. 587 § 2.1 (part), 2001)

**3.12.170 Materials, supplies and equipment—Bid limits.**

Except as otherwise provided by this chapter, as restricted by law or when directed by the City Manager, all purchases of materials, supplies and equipment shall be governed by City administrative policy.

**3.12.180 Materials, supplies and equipment—Publication of notice inviting formal bids.**

Notice inviting bids shall be published in a newspaper of general circulation and/or by any other method of advertising that is recognized and accepted for public agency purchasing and is consistent with applicable state law. Advertisements shall be at least fourteen (14) calendar days before the time of the bid opening. It shall be the responsibility of the Purchasing Manager to encourage as wide a response as possible from prospective vendors. Notice inviting bids shall state the time and place for the receiving and opening of sealed bids, a general description of the materials, supplies or equipment to be purchased, the location where bid documents and specifications may be secured and the cost, if any, of the documents and specifications. (Ord. 587 § 2.1 (part), 2001)

**3.12.190 Materials, supplies and equipment—Bidder's security.**

A. When not so required but deemed necessary or desirable by the Purchasing Manager, bids shall be accompanied by a bidder's security. Such security shall be in an amount not less than the amount specified by the notice inviting bids or in the specifications referred to therein, or if no amount is specified by the notice inviting bids, then in an amount not less than ten (10) percent of the aggregate amount of the bid.

B. If the successful bidder neglects or refuses to enter into the contract, or to provide the supplies, materials or equipment according to specifications within the required time, then the amount of the bidder's security shall be declared forfeited to the City. Amounts collected shall be paid into the appropriate fund. All bonds forfeited shall be prosecuted and the amount thereof collected and paid into such fund.

C. All bids not submitted with the requested bidder's security shall be rejected. Unsuccessful bidders shall be entitled to the return of security when such has been requested.

D. When required bidder's security shall be made payable to the city and in one of the following forms:

1. Certified or cashier's check;
2. Bidders bond made payable to the City. Bond to be executed by a corporate surety authorized to engage in such business in California, and listed in the U.S. Department of Treasury's listing of approved sureties;
3. Cash (U.S. funds only). (Ord. 587 § 2.1 (part), 2001)

**3.12.200 Materials, supplies and equipment—Authorization and execution of contract.**

A. Award of contracts for which there are appropriated funds in the City Council approved budget, may be authorized by the City Manager based on levels prescribed by City Council reso-

lution. The Purchasing Manager will execute the contract based on the criteria of this chapter, pertinent resolution(s) and policies. Staff authorized to award contracts may defer to the City Manager or City Council for approval where deemed necessary or otherwise appropriate.

B. Award of bids for items over the prescribed amount authorized by City Council resolution, for which there are appropriated funds in the City Council approved budget, shall be made by the City Council. Once awarded by the City Council, the Mayor or the City Manager, or designee, shall sign such contracts.

**3.12.210 Materials, supplies and equipment—Rejection of bids.**

The City reserves the right to reject any or all bids and to waive any informality or technical defect in a bid. The City, after rejecting bids or if no bids are received, may declare and determine that, in its opinion, based on estimates approved by the City Manager, or designee, the purchase in question may be made without a formal bid procedure and may proceed to have said purchase made in the manner stated without further observation of the provisions of this section. (Ord. 587 § 2.1 (part), 2001)

**3.12.220 Materials, supplies and equipment—Tie formal bids.**

Except as otherwise provided in this chapter, if two or more formal bids received for the purchase of materials, supplies or equipment are for the same aggregate amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, at its discretion and at the prescribed authority levels in this chapter, the Purchasing Manager or the City Council may accept either bid or the lowest bid made by and after negotiation with the tie bidders. (Ord. 587 § 2.1 (part), 2001)

**3.12.230 Materials, supplies and equipment—No formal bids received.**

When no bids or no responsive bids are received, the Purchasing Manager is authorized to negotiate for written proposals. Award of contract may be made in accordance with applicable provisions prescribed herein. (Ord. 587 § 2.1 (part), 2001)

**3.12.240 Materials, supplies and equipment—Withdrawal or correction of formal bid.**

A. Prior to bid opening date and time, bids submitted may be withdrawn by written or telegraphic request received by the City before the hour set for opening. After such hour it may not be withdrawn.

B. After bid opening date and time, any bidder who seeks to withdraw or modify a bid because of inadvertent computational error shall notify the Purchasing Manager no later than three City working days following the bid opening. The bidder shall provide worksheets and other such information as may be appropriate or required by the Purchasing Manager to substantiate the claim of inadvertent error. Failure to do so may bar such relief and allow recourse from the bid surety if applicable. The burden shall be upon the bidder to prove such error. (Ord. 587 § 2.1 (part), 2001)

**3.12.250 Materials, supplies and equipment—Waiver of formal bid procedures.**

In any of the following instances and notwithstanding any provision of this chapter to the contrary, the formal bid procedures shall be dispensed with provided there exists an unencumbered appropriation in the program against which the expense is to be charged (approved budgeted item):

1. The commodity can be obtained from only one vendor (a sole source or single source), as prescribed in Section 3.12.080;
2. Acquisition of materials, supplies and equipment utilizing the “piggyback” process following all laws, rules and regulations;
3. The purchase of used material or equipment;
4. The purchase of materials, supplies and equipment from another government entity;
5. During an emergency;
6. California Multiple Award Schedule (CMAS) is utilized when competitively awarded by the State of California. (Ord. 624 § 1.6, 2003: Ord. 587 § 2.1 (part), 2001)

**3.12.260 Materials, supplies and equipment—Cooperative purchasing or “piggybacking.”**

Where advantageous for the City and to the extent consistent with state law, the City Manager may authorize the Financial & Administrative Services Director or the Purchasing Manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as “piggybacking,” without further contracting, solicitation or formal bidding as described in this chapter. (Ord. 624 § 1.7, 2003: Ord. 587 § 2.1 (part), 2001)

**3.12.270 Contracted services—General.**

Due to the nature of contracts for service, formal bids shall not be required. Contracts for service, negotiated by the City, shall be based on the vendor’s demonstrated competence and professional qualifications for the service required. Whenever possible, quotes should be obtained from at least three sources using the request for quote or the request for proposal process. Vendor selection, without obtaining three quotes, shall require justification to the City Manager or designee. Upon approval by the City Manager, or designee, each contract will be accompanied by a purchase order. Authority to contract for service is based on signature authority set forth by City Council resolution from time to time. (Ord. 587 § 2.1 (part), 2001)

**3.12.280 Contracted services—Paid for by others.**

The provisions of this chapter shall not apply to contracted services that are not paid for out of public funds. (Ord. 587 § 2.1 (part), 2001)

**3.12.290 Contracted services—Legal services.**

The provisions of this chapter shall not apply to attorney or consultant services contracted for under the direction of the City Attorney or other individual per the City Manager. (Ord. 587 § 2.1 (part), 2001)

### **3.12.300 Public projects—General.**

A. The process for obtaining contractors for work on a public project shall be in accordance with applicable provisions of California Public Contract Code Division 2, General Provisions. The City has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (the “Act”) commencing with California Public Contract Code 22000-22045 (see Resolution No. 86-40). All public works contracts shall be advertised, bid, awarded in conformity with the Act and any other applicable state or federal law or regulation.

B. All public works contracts shall include all required clauses, as prescribed by federal and state laws and codes.

C. The City Council shall award contracts greater than the prescribed limit based on the most current public contract code. The City Manager may award and execute contracts, including all contracts for work performed under assessment district, community facilities district proceedings and for public works construction, improvement, repair, or maintenance up to the prescribed limit, except as restricted by law.

D. The payment of general prevailing rate of wages shall be required of all public works contracts, as required by the applicable state and/or federal law and regulations.

E. The alternative contracting procedures dollar amount limitations shall be in conformance with the Act, as amended from time to time, and any applicable regulations.

F. Informal bidding for the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032 of the Public Contract Code. This ordinance shall include all of the following:

- (a) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the Public Agency, consistent with the requirements of the commission.
- (b) All contractors on the list for the category of work being bid or all construction trade journals specified in Section 22036, or both all contractors on the list for the category of work being bid and all construction trade journals specified in Section 22036, shall be mailed a notice inviting informal bids unless the product or service is proprietary.
- (c) All mailing of notices to contractors and construction trade journals pursuant to subdivision (b) shall be completed not less than the prescribed limit, based on the most recent public contract code, before bids are due.
- (d) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

- (e) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.
- (f) If all bids received are in excess of **the prescribed limit based on the most current public contract code**, the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at the higher prescribed limit based on the most current public contract code, or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

G. Public projects for emergency repair or replacement of public facilities may be let to contract by emergency contracting procedures shall be in conformance with the Public Contract Code, Section 22050, Emergency Contracting Procedures.

H. It shall be unlawful to split or separate a public project into smaller work orders or projects for the purpose of evading the provisions of Article 4, Division 2, Section 20163 of the Public Contract Code, requiring public work to be done by contract after competitive bidding. Every person who willfully violates this provision of this section is guilty of a misdemeanor, per Penal Code Section 19. (Ord. 587 § 2.1 (part), 2001)

I. The design-build method of construction may be utilized when following all local, state and federal laws.

**3.12.310 Public projects—Professional services.**

A. The process for obtaining professional and incidental services work shall be in accordance with the California Government Code Title 1, Division 5, Chapter 10, Section 4525 through Section 4529.8.

B. The process for obtaining professional and incidental services for federally financed projects shall be in accordance with the California Government Code Title 1, Division 5, Chapter 10, Section 4525 through Section 4529.5, Federal Property and Administrative Services Act of 1949 Title 40, USCA Section 541 through Section 544.

C. All public works professional service contracts shall include all required clauses, as prescribed by federal and state laws and codes.

D. Selection of professional services firms shall be based on demonstrated competence and qualifications for the types of services to be performed at fair and reasonable prices per Section 4526 of the Government Code. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the state’s Director of General Services pursuant to Section 14837 of the Government Code.

E. The City Manager, or designee, shall negotiate a contract with the most qualified firm, except as provided for emergency purchases. (Ord. 587 § 2.1 (part), 2001)

**3.12.320 Severability**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The City Council hereby declares that it

would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

**3.12.330 Debarment or Suspension (federally funded contractors)**

Where federal funding is utilized, in whole or part, the City of Moreno Valley shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and ensure that they do not solicit offers from, award contracts to, or consent to subcontracts with contractors whose names are in the Excluded Parties List System (EPLS), as outlined in the Federal Acquisition Regulation (FAR) FAR 9.4, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404

SECTION 3. EFFECT OF ENACTMENT:

3.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 4. NOTICE OF ADOPTION:

4.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the City.

SECTION 5. EFFECTIVE DATE:

5.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

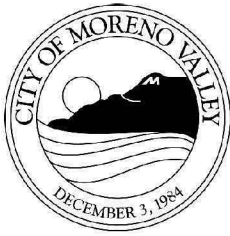
\_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

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## Report to City Council

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**TO:** Mayor and Members of the City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** April 10, 2012

**TITLE:** RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2012 TO DECEMBER 31, 2012

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### **RECOMMENDED ACTION**

Staff recommends that the City Council of the City of Moreno Valley serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Adopt Resolution No. 2012-22 approving a Second Recognized Obligation Payment Schedule, for the period of July 1, 2012 to December 31, 2012;
2. Authorize the Executive Director or his designee to make modifications to the Schedule; and
3. Authorize the transmittal of the ROPS (Exhibit A to Resolution No. 2012-22) to the the Oversight Board for review and approval.

### **BACKGROUND**

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the

former RDA. On February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule (ROPS) for the period of January 1, 2012 through June 30, 2012 to facilitate that process.

## **DISCUSSION**

### **Enforceable Obligation Payment Schedule**

In accordance with ABX1 26, the Successor Agency is required to adopt an Enforceable Obligation Payment Schedule (“EOPS”). The EOPS lists all of the Agency’s legally binding and enforceable agreement obligations and anticipated payments. Enforceable obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs.

Section 34177(a)(1) of ABX1 26 provides that upon the dissolution of the Agency, the Successor Agency may only make those payments required pursuant to the most recent Enforceable Obligation Payment Schedule adopted by the Agency and the Successor Agency, and until such time the Recognized Obligation Payment Schedule becomes operative.

### **Recognized Obligation Payment Schedule**

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule (“ROPS”). The ROPS supersedes the EOPS, and is required for each six-month period.

Similar to the EOPS, the required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency’s legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs. The attached ROPS sets forth the enforceable obligations for the period between July 1, 2012 and December 31, 2012 (“Second ROPS”).

The Second ROPS will be reviewed and certified as to its accuracy by an external auditor designated by the County Auditor-Controller. The Second ROPS will be submitted to the Oversight Board for review and approval. Once the ROPS is approved by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller’s Office, and the Department of Finance, and posted to the Successor Agency’s website.

## **ALTERNATIVES**

1. Adopt the attached resolution, which approves the Second Recognized Obligation Payment Schedule for the period of July 1, 2012 to December 31, 2012, authorizing the Executive Director or his designee to make modifications

thereto, and authorizing the transmittal of the certified Schedule to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached resolution which would not allow the City, acting as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

### **FISCAL IMPACT**

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS will serve as authorization to pay obligations listed in lieu of a budget appropriation by the City Council. Staff is working to create a recommended budget for the Successor Agency and the Moreno Valley Housing Authority that will be presented to City Council with the FY 2012-13 Budget review later this month. There will be some impact to the General Fund to absorb costs that are no longer paid by the former Redevelopment Agency for either RDA administration or operations and for Low and Moderate Income Housing Fund work. Staff estimates that this cost will be between \$200,000 - \$400,000 for the next fiscal year. This impact will be discussed with the presentation of the recommended budgets for the Successor Agency and Housing Authority for FY 2012-13.

### **SUMMARY**

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedule for the period of July 1, 2012 to December 31, 2012 provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

### **NOTIFICATION**

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

### **ATTACHMENTS/EXHIBITS**

Attachment A: Resolution No. 2012-22

Prepared By:  
Annie Clark  
Sr. Financial Analyst

Department Head Approval:  
Barry Foster  
Community & Economic  
Development Director

Concurred by:  
Rick Teichert  
Financial & Administrative Services Director

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

RESOLUTION NO. 2012-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (“Agency”) is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* (“CRL”) and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Moreno Valley (“City”); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the “Original Plan”), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the “Amended Redevelopment Plan”, the area of which is referred to herein as the “Project Area”); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL (“Part 1.85”) provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency’s affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL (“Part 1.8”) provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain

ATTACHMENT A

Resolution No. 2012-22  
Date Adopted: April 10, 2012

“enforceable obligations” and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City serving as the Successor Agency has previously adopted an amended enforceable obligation schedule in the form previously submitted (the “Amended Enforceable Obligation Schedule”) and has authorized the City Manager or his designee to augment, modify or revise such Amended Enforceable Obligation Schedule; and

WHEREAS, ABX1 26 further requires the adoption of an Initial Recognized Obligation Payment Schedule; such initial Recognized Obligation Payment Schedule was approved by Resolution No. 2012-13 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (“Successor Agency”) on February 28, 2012.

WHEREAS, an oversight board, as provided under ABX1 26 (“Oversight Board”) has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Successor Agency desires to adopt a Recognized Obligation Payment Schedule (“ROPS”) for the period covering July 1, 2012 through December 31, 2012 (the “Second ROPS”), in the form submitted herewith. The Second ROPS is attached hereto, marked as Exhibit “A”, and is incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the Second ROPS to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

Section 2. That Second ROPS (Exhibit “A”) is approved as the Recognized Obligation Payment Schedule as to the Agency for the above-referenced period,

Resolution No. 2012-22  
Date Adopted: April 10, 2012

together with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make thereto.

Section 3. The City Clerk shall cause the Second ROPS to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 10<sup>th</sup> day of April, 2012.

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Mayor of the City of Moreno Valley,  
Acting in the capacity of the Successor Agency

ATTEST:

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City Clerk

APPROVE AS TO FORM:

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City Attorney

Resolution No. 2012-22  
Date Adopted: April 10, 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. 2012-22 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of April, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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City Clerk

Resolution No. 2012-22  
Date Adopted: April 10, 2012



**SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE**  
 Per AB 26 - Section 34169 (\*)

Funding Source	
RPTTF	Redevelopment Property Tax Trust Fund
LMHF	Low and Moderate Income Housing Fund
Bonds	Bond Proceeds
Admin	Successor Agency Administrative Allowance
Other	Reserve, Rents, Interest Earnings, etc.

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from the Redevelopment Property Tax Increment Fund (RPTIF)					Total		
							Payments by month							
							July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012		Dec 2012	
1) 2007 Tax Allocation Bonds*	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects*	Original Area	80,651,663.75	3,271,125.63	RPTTF						1,016,741.88	\$ 1,016,741.88	
2) 2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities*	Original Area	10,721,899.84	1,175,566.36	RPTTF						587,783.18	\$ 587,783.18	
3) Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities*	Original Area	3,080,142.63	276,026.76	RPTTF						138,013.38	\$ 138,013.38	
4) CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities*	Original Area	2,109,335.61	35,137.64	RPTTF						17,568.82	\$ 17,568.82	
5) 2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project*	Original Area	13,535,660.41	192,573.75	RPTTF						192,573.75	\$ 192,573.75	
6) 2011 Refunding of 97 LRB Bonds (On-going Housing Monitoring)	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility*	Original Area	1,500,000.00	150,000.00	RPTTF	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	\$ 75,000.00	
7) Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	40,000.00	40,000.00	RPTTF						20,000.00	\$ 20,000.00	
8) Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000.00	72,000.00	RPTTF	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	\$ 36,000.00	
9) Contract for Abatement of Properties	Fire Prevention/Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	5,000.00	5,000.00	RPTTF	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	\$ 5,000.00	
10) Contract for Special Tax Reporting	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area	2,500.00	2,500.00	RPTTF						2,500.00	\$ 2,500.00	
11) PERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	13,855.14	RPTTF	13,855.14						\$ 13,855.14	
12) Retiree Medical Trust (CERBT)	California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,461.90	RPTTF	4,461.90						\$ 4,461.90	
13) Agency Loans #1, & # 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,643.00		RPTTF							\$ -	
14) Conference & Recreation Cntr Agreement	City of Moreno Valley	Purchase and Sale Agreement	Original Area	35,664,339.00	316,693.00	RPTTF	26,391.08	26,391.08	26,391.08	26,391.08	26,391.08	26,391.10	\$ 158,346.50	
15) Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area	1,410,529.68	480,000.00	RPTTF	120,000.00					120,000.00	\$ 240,000.00	
16) Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	15,655,083.42	480,000.00	RPTTF	120,000.00					120,000.00	\$ 240,000.00	
17) Cactus/Day/Old 215 Land	City of Moreno Valley	Land purchased - Loan	Original Area	2,360,500.00		RPTTF							\$ -	
18) Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area	500,000.00	267,959.00	RPTTF						267,959.00	\$ 267,959.00	
19) son's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	4,000,000.00		RPTTF							\$ -	
20) ck Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	6,300,000.00		RPTTF							\$ -	
21) o Dorado Apts - South	WV Rancho Dorado Limited Partnership	Affordable Housing Agreement	Original Area	6,950,000.00		RPTTF							\$ -	
22) ct for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - Specific to AHA	Original Area	25,000.00	12,500.00	RPTTF	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.35	\$ 12,500.00	
23) ct for Professional Service	Strickler Association	Title & Closing Costs	Original Area	5,000.00	2,500.00	RPTTF	416.67	416.67	416.67	416.67	416.67	416.65	\$ 2,500.00	
24) - This Page (RPTIF Funding)				\$ 187,599,510.34	\$ 6,797,899.18		\$ 308,208.12	\$ 47,391.08	\$ 47,391.08	\$ 47,391.08	\$ 47,391.08	\$ 47,391.08	\$ 2,025,072.11	\$ 3,030,803.55
25) - Page 2 (RPTIF Funding)				\$ 314,160.12	\$ 314,160.12		\$ 14,692.72	\$ 14,692.68	\$ 14,693.68	\$ 14,693.68	\$ 14,693.68	\$ 14,693.68	\$ 240,693.68	\$ 314,160.12
26) - Page 2 (Other Funding)				\$ 486,038.45	\$ 456,038.45		\$ 181,475.14	\$ 131,386.14	\$ 30,281.27	\$ 30,281.27	\$ 30,281.27	\$ 25,281.27	\$ 423,986.36	
27) - Page 3 (Other Funding)				\$ 18,301,719.05	\$ 4,524,932.25		\$ 594,380.50	\$ 554,979.78	\$ 613,865.00	\$ 715,730.36	\$ 713,865.02	\$ 1,332,111.59	\$ 4,524,932.25	
28) - Page 4 (Administrative Cost Allowance)				\$ 39,928.34	\$ 39,928.34		\$ 39,928.34	\$ 39,928.34	\$ 39,928.34	\$ 39,928.34	\$ 39,928.34	\$ 39,928.30	\$ 239,570.00	
29) - Page 5 (Pass Thru Payments)				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
30) J total - All Pages				\$ 206,741,356.30	\$ 12,132,958.34		\$ 1,138,684.82	\$ 788,378.02	\$ 746,159.37	\$ 848,024.73	\$ 1,349,118.39	\$ 3,663,086.95	\$ 8,533,452.28	

-451-

**Item No. G.5**

\*\* includes payments to be made between July 2012 through February 2013  
 \*\* All totals due during fiscal year and payment amounts are projected.



**SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE**  
 Per AB 26 - Section 34169 (\*)

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from Other Revenue Sources						Total	
							Payments by month							
							July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012		
23)	Singer & Coffin, APC	Legal Services CIP 91728	Original Area	2,310.00	2,310.00	Bonds	385.00	385.00	385.00	385.00	385.00	385.00	\$ 2,310.00	
24)	Parsons Transportation	Contractual Services CIP 91728	Original Area	13,818.00	13,818.00	Bonds	13,818.00							\$ 13,818.00
25)	City Consultants	Project Management CIP 91728	Original Area	4,800.00	4,800.00	Bonds	800.00	800.00	800.00	800.00	800.00	800.00		\$ 4,800.00
26)	City of Moreno Valley	Project Management CIP 91728	Original Area	73,000.00	48,000.00	Bonds	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00		\$ 48,000.00
27)	Survey Consultant	Capital Project Contract, CIP 91728	Original Area	145,000.00	30,000.00	Bonds		10,000.00	10,000.00	10,000.00	10,000.00	10,000.00		\$ 30,000.00
28)	Contractor	Capital Project Contract, CIP 91728	Original Area	12,146,233.75	1,070,000.00	Bonds		20,000.00	20,000.00	20,000.00	50,000.00	1,000,000.00		\$ 1,070,000.00
29)	CM/Inspection	Capital Project Contract, CIP 91728	Original Area	1,930,000.00	180,000.00	Bonds		10,000.00	10,000.00	10,000.00	50,000.00	100,000.00		\$ 180,000.00
30)	Geotechnical Consultant	Capital Project Contract, CIP 91728	Original Area	170,000.00	30,000.00	Bonds		10,000.00	10,000.00	10,000.00	10,000.00	10,000.00		\$ 30,000.00
31)	City of Moreno Valley	Project Management CIP 91728	Original Area	120,700.00	90,000.00	Bonds	10,000.00	10,000.00	15,000.00	15,000.00	20,000.00	20,000.00		\$ 90,000.00
32)	Parsons Transportation	Contractual Services CIP 91728	Original Area	100,000.00	100,000.00	Bonds	15,000.00	15,000.00	10,000.00	10,000.00	20,000.00	30,000.00		\$ 100,000.00
33)	City of Moreno Valley	Project Management CIP 91729	Original Area	159,144.64	159,144.64	Bonds	26,524.11	26,524.11	26,524.11	26,524.11	26,524.11	26,524.11		\$ 159,144.64
34)	STK Architecture	Capital Project Contract, CIP 79729	Original Area	93,811.37	93,811.37	Bonds	18,762.27	18,762.27	18,762.27	18,762.27	18,762.27	18,762.27		\$ 93,811.37
35)	Morrison Park Fire Station	Capital Project Contract, CIP 79729	Original Area	1,814,955.60	1,814,955.60	Bonds	362,991.12	362,991.12	362,991.12	362,991.12	362,991.12	362,991.12		\$ 1,814,955.60
36)	Enco Utility	Capital Project Contract, CIP 79729	Original Area	417.28	417.28	Bonds	417.28							\$ 417.28
37)	Riverside County IT	Capital Project Contract, CIP 79729	Original Area	13,210.00	13,210.00	Bonds		3,302.50	3,302.50	3,302.50	3,302.50	3,302.50		\$ 13,210.00
38)	Construction Contract	Construction Costs CIP 79729	Original Area	351,865.36	351,865.36	Bonds	90,000.00	90,000.00	90,000.00	81,865.36	22,200.00	12,200.00		\$ 351,865.36
39)	City of Moreno Valley	Proj. Mgmt. & Expenses CIP 91731	Original Area	132,567.62	93,200.00	Bonds	12,200.00	12,200.00	17,200.00	17,200.00	22,200.00	12,200.00		\$ 93,200.00
40)	Staff Consultants	Capital Project Contract CIP 91731	Original Area	5,473.88	5,400.00	Bonds	900.00	900.00	900.00	900.00	900.00	900.00		\$ 5,400.00
41)	Survey Consultant	Capital Project Contract CIP 91731	Original Area	98,000.00	37,000.00	Bonds		2,000.00	5,000.00	10,000.00	10,000.00	10,000.00		\$ 37,000.00
42)	Falcon Engineering - CM	Capital Project Contract CIP 91731	Original Area	733,411.55	270,000.00	Bonds		30,000.00	30,000.00	80,000.00	80,000.00	80,000.00		\$ 270,000.00
43)	Geotechnical Consultant	Capital Project Contract CIP 91731	Original Area	88,000.00	37,000.00	Bonds		2,000.00	5,000.00	10,000.00	10,000.00	10,000.00		\$ 37,000.00
44)	CHP	Const. zone enforcement CIP 91731	Original Area	30,000.00	30,000.00	Bonds	30,000.00							\$ 30,000.00
45)	Parsons Transportation	Capital Project Contract CIP 91731	Original Area	75,000.00	50,000.00	Bonds	5,000.00	5,000.00	10,000.00	10,000.00	10,000.00	10,000.00		\$ 50,000.00
<b>Totals - Bonds</b>							\$ 594,380.50	\$ 554,979.78	\$ 613,865.00	\$ 715,730.36	\$ 713,865.02	\$ 1,332,111.59	\$ 4,524,932.25	
<b>Grand total - This Page</b>							\$ 594,380.50	\$ 554,979.78	\$ 613,865.00	\$ 715,730.36	\$ 713,865.02	\$ 1,332,111.59	\$ 4,524,932.25	

\*\* All total due during fiscal year and payment amounts are projected.

of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley  
 :t Area(s) RDA Project Area All

**SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE**  
 Per AB 26 - Section 34169 (\*)

:t Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source	Payable from the Administrative Allowance Allocation						Total
							Payments by month						
							July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	
Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area	353,715.00	353,715.00	Admin	31,116.67	31,116.67	31,116.67	31,116.67	31,116.67	31,116.67	186,700.00
Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area	85,800.00	85,800.00	Admin	8,811.67	8,811.67	8,811.67	8,811.67	8,811.67	8,811.67	52,870.00
4)													\$ -
5)													\$ -
6)													\$ -
7)													\$ -
8)													\$ -
9)													\$ -
10)													\$ -
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32)													\$ -
33)													\$ -
34)													\$ -
35)													\$ -
36)													\$ -
<b>Totals - Administrative Allowance Allocation</b>				\$ 439,515.00	\$ 439,515.00		\$ 39,928.34	\$ 39,928.34	\$ 39,928.34	\$ 39,928.34	\$ 39,928.34	\$ 39,928.34	\$ 239,570.00

\*\*All total due during fiscal year and payment amounts are projected.



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# CITY MANAGER'S REPORT

**(Informational Oral Presentation only –  
not for Council action)**

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**ORDINANCE NO. 841**

**AN ORDINANCE OF THE CITY OF  
MORENO VALLEY ESTABLISHING AN  
UNDERGROUND UTILITY DISTRICT  
ALONG NASON STREET FROM  
CACTUS AVENUE TO FIR AVENUE**

The City Council of the City of Moreno Valley does ordain as follows:

**SECTION 1. FINDINGS**

1.1 WHEREAS, the California Public Utilities Commission rule for the replacement of overhead electric utilities with underground facilities, Tariff Rule 20, Section A (hereinafter referred to as "Rule 20A") require that the City Council make a determination, after consultation with the Utility and after holding public hearings on the subject, that such undergrounding is in the general public interest for one or more of the following reasons:

- a. The proposed "undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities";
- b. The street "is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic";
- c. The street "adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public"; or
- d. The street "is considered an arterial street or major collector" in the City's General Plan.

1.2 WHEREAS, with regard to facilities owned by Verizon, the California Public Utilities Commission rule for the replacement of overhead utilities with underground facilities, Tariff Rule 40, Section A, (hereinafter referred to as "Rule 40A") requires that the City Council make a determination, after consultation with the Utility and after holding public hearings on the subject, that such undergrounding is in the general public interest for one or more of the following reasons:

- a. The proposed "undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities";
- b. The street "is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic";
- c. The street "adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public."

1.3 WHEREAS, on October 12, 1999, the City Council adopted General Policy # 2.33, Overhead Utility Equipment Conversion Policy, specifying procedures for administering and prioritizing Rule 20A funded projects.

Attachment "B"

Ordinance No. 841  
Date Adopted: April 10, 2012

1.4 WHEREAS, on August 23, 2011, the City Council approved an amendment to General Policy # 2.33 and reprioritized Rule 20A funded projects. Said amendment ranked two segments of Nason Street as second (State Highway 60 to Alessandro Boulevard) and third (Alessandro Boulevard to Cactus Avenue) on the priority list.

1.5 WHEREAS, utilities along the segments of Nason Street from Cactus Avenue to Delphinium Avenue and from Eucalyptus Avenue to Cottonwood Avenue are already undergrounded.

1.6 WHEREAS, the segment of Nason Street from SR-60 to Fir Avenue is scheduled to be undergrounded as part of the planned Nason Street / SR-60 Overcrossing project.

1.7 WHEREAS, the City Council also authorized the addition of the Nason Street Project from Cactus Avenue to Fir Avenue to the FY 2011-12 Capital Improvement Plan (CIP) on July 26, 2011. The project requires widening of Nason Street to its ultimate width specified in the City General Plan and per the City Standard Plans.

1.8 WHEREAS, preliminary engineering analysis has revealed that the existing overhead utility facilities conflict with the construction of the proposed widened roadway and related ultimate improvements for Nason Street.

1.9 WHEREAS, with regard to facilities owned by Southern California Edison (SCE), City staff and SCE representatives agree that under Rule 20A, said undergrounding is in the general public interest for the following reason, as listed under Section 1.1:

The street "is considered an arterial street or major collector" in the City's General Plan.

1.10 WHEREAS, with regard to facilities owned by Verizon, City staff's opinion is that under Rule 40A, said undergrounding is in the general public interest, at least for the following reason, and possibly others, as listed under Section .1.2:

The street "is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic".

1.11 WHEREAS, representatives of the Public Works Department have requested and received input from all impacted utility firms on the feasibility of converting the existing overhead utilities along Nason Street from Cactus Avenue to Fir Avenue. These firms include Southern California Edison Company, Verizon Communications Inc., LLC, Time Warner Cable, and Sunesys.

1.12 WHEREAS, analyses of documents and written and verbal feedback received from the four utilities indicate that, subject to proper design and other

Ordinance No. 841  
Date Adopted: April 10, 2012

processes of each of the utilities, the conversion of the existing overhead utilities to underground facilities is physically and technically feasible.

1.13 WHEREAS, the City Council of Moreno Valley set and held a public hearing on March 27, 2012, in the Council Chambers of the City of Moreno Valley, City Hall, 14177 Frederick Street, Moreno Valley, to ascertain whether an underground utility district should be established along Nason Street from Cactus Avenue to Fir Avenue.

1.14 WHEREAS, written notice of the Public Hearing has been given to all affected property owners, as shown on the last equalized assessment roll, and to all utilities of concern.

1.15 WHEREAS, written notice of the Public Hearing has been published in a local newspaper of wide circulation.

1.16 WHEREAS, the Public Hearing has been duly and regularly held, and all persons interested have been given a reasonable opportunity to be heard.

## SECTION 2 FORMATION OF UNDERGROUND UTILITY DISTRICT NO. ---

2.1 The City Council hereby finds and determines, based on the Public Hearing, including the staff report, that the conditions set out above exist within the proposed district, and that public necessity, health, safety, and welfare require, and that it is in the general public interest, that existing poles and overhead wires along Nason Street from Cactus Avenue to Fir Avenue be removed therefrom and thereafter be prohibited, and that the wires and associated facilities for transmitting, conducting, conveying, distributing, supplying, or providing electricity, light, power, telephone, communication, television, or other similar or associated service, be installed underground.

2.2 The City Council hereby declares that a certain area of the City of Moreno Valley shown on EXHIBIT "A-1," attached hereto, made a part hereof, and incorporated herein by reference is established as an underground utility district to be designated "UNDERGROUND UTILITY DISTRICT NO. ---" and hereby orders and requires that existing poles and overhead wires within said district be removed therefrom by the operators of the utilities and thereafter prohibited and that wires and associated facilities within said district for transmitting, conducting, conveying, distributing, supplying, or providing electricity, light, heat, power, telephone, telegraph, communication, television, or other similar or associated service, be installed underground.

2.3 Existing poles and overhead wires and associated facilities within said district for transmitting, conducting, conveying, distributing, supplying, or providing electricity, power, telephone, communication, television or other similar or associated service shall be removed by the operators of the utilities no later than December 31, 2013.

Ordinance No. 841  
Date Adopted: April 10, 2012

2.4 Wires and associated facilities within said district for transmitting, conducting, conveying, distributing, supplying, or providing electricity, power, telephone, communication, television or other similar or associated service shall be installed underground no later than December 31, 2013.

2.5 The Public Works Director / City Engineer is hereby empowered to extend the time for any act required under this ordinance and to authorize the phasing of utility relocation construction, including the temporary relocation of overhead facilities, as necessary.

2.6 That the Director of Public Works, within ten (10) days after the adoption of the ordinance, shall communicate this City Council action and deliver a City Clerk certified copy of the ordinance, to each of the affected utilities.

SECTION 3 EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 4 NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the City.

SECTION 5 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.  
APPROVED AND ADOPTED this 10<sup>th</sup> day of April, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Ordinance No. 841  
Date Adopted: April 10, 2012

**ORDINANCE JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 841 had its first reading on March 27, 2012 and had its second reading on April 10, 2012 and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10<sup>th</sup> day of April, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, and Mayor)

---

CITY CLERK

(SEAL)

Ordinance No. 841  
Date Adopted: April 10, 2012

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ORDINANCE NO. 842

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION P10-050 FOR A SPECIFIC PLAN AMENDMENT TO REPEAL THE CACTUS CORRIDOR SPECIFIC PLAN (SP214).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. PRIOR ENACTMENTS REPEALED:

1.1 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2. FINDINGS:

2.1 With respect to the proposed Specific Plan Amendment, and based upon substantial evidence presented to the City Council during the public hearing on March 27, 2012, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. FACT: The repeal of the Cactus Corridor Specific Plan (SP 214) applies to approximately 280 acres located generally between Moreno Beach Drive and Theodore Street and Brodiaea Avenue and Cactus Avenue.
2. FACT: The repeal of the Cactus Corridor Specific Plan (SP 214) and all related approvals including the text of the specific plan, the specific plan design manual and specific plan zoning. The repeal will not result in any internal inconsistencies within the City's existing General Plan. This amendment does not conflict with the Land Use Policies of the General Plan in terms of land use types and intensity of development and will provide for development consistent with and compatible with the existing General Plan. The repeal will not adversely affect public health, safety and welfare.

SECTION 3. SPECIFIC PLAN AMENDMENT:

3.1 The Cactus Corridor Specific Plan (SP 214) is repealed in its entirety including but not limited to the text of the specific plan, the specific plan design manual and specific plan zoning.

SECTION 4. NOTICE OF ADOPTION:

4.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 5. EFFECTIVE DATE:

5.1 This ordinance shall take effect upon the date of its adoption.

APPROVED AND ADOPTED this 10th day of April, 2012.

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Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

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City Attorney



**ORDINANCE JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. \_\_\_\_\_ had its first reading on March 27, 2012 and had its second reading on April 10, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10<sup>th</sup> day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

---

CITY CLERK

(SEAL)

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ORDINANCE NO. 842

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION P10-050 FOR A SPECIFIC PLAN AMENDMENT TO REPEAL THE CACTUS CORRIDOR SPECIFIC PLAN (SP214).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. PRIOR ENACTMENTS REPEALED:

1.1 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2. FINDINGS:

2.1 With respect to the proposed Specific Plan Amendment, and based upon substantial evidence presented to the City Council during the public hearing on March 27, 2012, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. FACT: The repeal of the Cactus Corridor Specific Plan (SP 214) applies to approximately 280 acres located generally between Moreno Beach Drive and Theodore Street and Brodiaea Avenue and Cactus Avenue.
2. FACT: The repeal of the Cactus Corridor Specific Plan (SP 214) and all related approvals including the text of the specific plan, the specific plan design manual and specific plan zoning. The repeal will not result in any internal inconsistencies within the City's existing General Plan. This amendment does not conflict with the Land Use Policies of the General Plan in terms of land use types and intensity of development and will provide for development consistent with and compatible with the existing General Plan. The repeal will not adversely affect public health, safety and welfare.

SECTION 3. SPECIFIC PLAN AMENDMENT:

3.1 The Cactus Corridor Specific Plan (SP 214) is repealed in its entirety including but not limited to the text of the specific plan, the specific plan design manual and specific plan zoning.

SECTION 4. NOTICE OF ADOPTION:

4.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

ATTACHMENT 2

Ordinance No. 842  
Date Adopted: April 10, 2012

SECTION 5. EFFECTIVE DATE:

5.1 This ordinance shall take effect upon the date of its adoption.

APPROVED AND ADOPTED this 10th day of April, 2012.

---

Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

**ORDINANCE JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. \_\_\_\_\_ had its first reading on March 27, 2012 and had its second reading on April 10, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10<sup>th</sup> day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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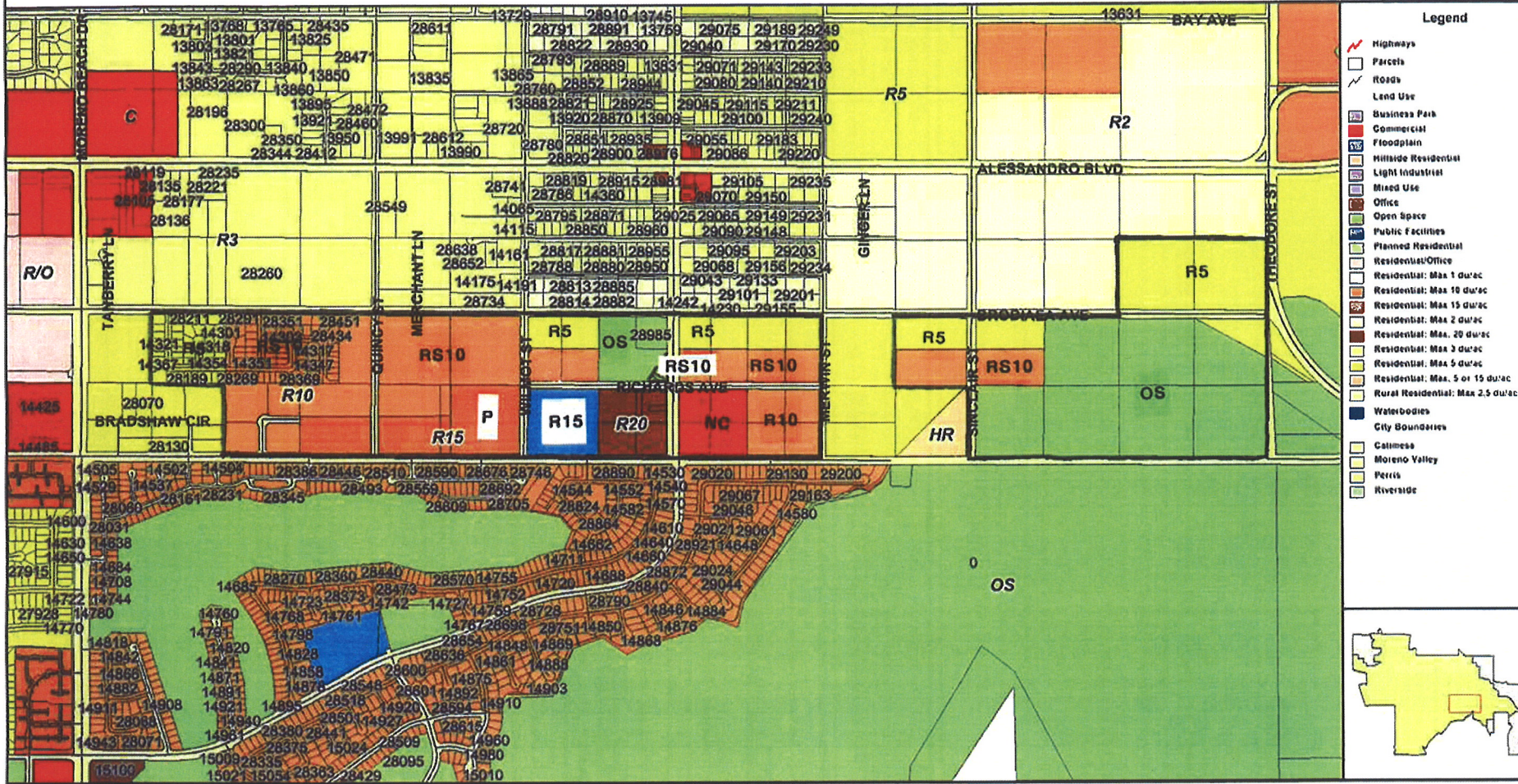
CITY CLERK

(SEAL)

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# Zone Change

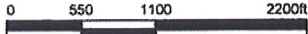
## Repeal of Cactus Corridor Specific Plan



- Legend**
- Highways
  - Roads
  - Land Use
  - Business Park
  - Commercial
  - Floodplain
  - Hillside Residential
  - Light Industrial
  - Mixed Use
  - Office
  - Open Space
  - Public Facilities
  - Planned Residential
  - Residential/Office
  - Residential: Max 1 du/ac
  - Residential: Max 10 du/ac
  - Residential: Max 15 du/ac
  - Residential: Max 20 du/ac
  - Residential: Max 2 du/ac
  - Residential: Max 5 du/ac
  - Residential: Max 3 du/ac
  - Residential: Max 5 or 15 du/ac
  - Rural Residential: Max 2.5 du/ac
  - Waterbodies
  - City Boundaries
  - Calimesa
  - Moreno Valley
  - Perris
  - Riverside

City of Moreno Valley  
 14177 Frederick St  
 Moreno Valley, CA 92552

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EXHIBIT A

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