

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**

March 13, 2012

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

City Council Closed Session

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

City Council Study Sessions

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

City Council Meetings

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

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 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
March 13, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Firefighter of the Year – Firefighter II David Ruiz
2. "Avoid the 30" DUI Program Award - Officers Dennis Pleta and Eric Robinson
3. Proclamation Recognizing International DeMolay Month
4. Recognition of William H. Batey II for 15 Years of Service
5. "Spotlight on Moreno Valley Business"
 - a. Sizzler Restaurant
 - b. On Stage Hair & Nail Studio

**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
MARCH 13, 2012**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION - Mr. Howard Kuhns - Spiritual Assembly of the Baha'is of Moreno Valley

ROLL CALL

INTRODUCTIONS

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

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

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member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and 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 FEBRUARY 28, 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 February 22 – March 6, 2012.

A.4 PA04-0159 (PM 32961) - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF GROVE VIEW ROAD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: WASTE MANAGEMENT COLLECTION & RECYCLING, INC, MORENO VALLEY, CA 92551(Report of: Community & Economic Development Department)

Recommendation:

1. Adopt the proposed resolution authorizing the acceptance of the public improvements within PA04-0159 (PM 32961) as complete and accepting the portion of Grove View Road associated with the project into the City's maintained street system; and

Resolution No. 2012-14

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA04-0159 (PM 32961) and Accepting the Portion of Grove View Road 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.5 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC SERVICE RULES, FEES, AND CHARGES, AND ESTABLISH RULE 21 THAT DESCRIBES THE INTERCONNECTION, OPERATING, AND METERING REQUIREMENTS FOR GENERATING FACILITIES TO BE CONNECTED TO MORENO VALLEY UTILITY'S DISTRIBUTION SYSTEM (Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2012-15, amending the Electric Service Rules, Fees, and Charges, and establish Rule 21 that describes the interconnection, operating, and metering requirements for generating facilities to be connected to Moreno Valley Utility's distribution system.

Resolution No. 2012-15

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Service Rules, Fees, and Charges, and Establish Rule 21 that Describes the Interconnection, Operating, and Metering Requirements for Generating Facilities to be Connected to Moreno Valley Utility's Distribution System and Authorize the Public Works Director/City Engineer to Execute Required Interconnection Agreement

2. Authorize the Public Works Director/City Engineer to execute, on behalf of the City Council, the required Interconnection Agreement for generating facilities to be connected to Moreno Valley Utility's distribution system pursuant to Rule 21.

- A.6 A RESOLUTION AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 10 OF THE STATE SAFE ROUTES TO SCHOOL GRANT

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PROGRAM (Report of: Public Works Department)

Recommendation:

1. Review and approve project recommendations for Cycle 10 of the state Safe Routes to School (SR2S) Grant Program; and
2. Adopt Resolution No. 2012-16 authorizing the submittal of applications for Cycle 10 of the state Safe Routes to School (SR2S) Grant Program.

Resolution No. 2012-16

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Submittal of Applications for Cycle 10 of the State Safe Routes to School (SR2S) Grant Program.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE - PROJECT NO. 08-41678827 (Report of: Public Works Department/CPD)

Recommendation:

1. Accept the work as complete for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue, constructed by Hillcrest Contracting, Inc. 1467 Circle City Drive, Corona, CA 92879;
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 Hillcrest Contracting, 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
4. Accept the improvements into the City's maintained road system.

A.8 FIRST AMENDMENT TO AGREEMENT WITH PSOMAS FOR SURVEY SERVICES FOR THE SR-60/NASON INTERCHANGE PROJECT -- PROJECT NO. 98-25897 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the "First Amendment to Agreement for Professional Consultant Services" with PSOMAS, 2010 Iowa Avenue, Suite 101,

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Riverside, CA 92507 to provide additional professional survey services during construction of the SR-60/Nason Street Interchange Improvements Project for \$20,000;

2. Authorize the City Manager to execute said "First Amendment to Agreement for Professional Consultant Services" with PSOMAS; and
3. Authorize Change Orders to increase Purchase Orders with PSOMAS by \$20,000 for the SR-60/Nason Street Interchange Improvements Project.

A.9 APPROVAL OF THE REVISED INTEGRATED GENERATION MANAGEMENT PROJECT ICE BEAR DEPLOYMENT AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA) AND THE CITY OF MORENO VALLEY ELECTRIC UTILITY (MVU) (Report of: Public Works Department)

Recommendation:

1. Approve the Revised Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority and the City of Moreno Valley Electric Utility (MVU);
2. Authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU); and
3. Approve the appropriation of \$62,500 from the MVU Public Purpose Fund for the first year of the program.

A.10 PA07-0078 (TR 32505) – SINGLE FAMILY RESIDENTIAL – ACCEPT FINAL MAP, AGREEMENT, AND BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF BAY AVENUE AND MORRISON STREET, DEVELOPER: WESTERN PACIFIC HOUSING, CORONA, CA. 92880 (Report of: Community & Economic Development Department)

Recommendation:

1. Approve PA07-0078 (TR 32505), authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;
2. Accept the Agreement and Bonds for Public Improvements;
3. Authorize the Mayor to execute the Agreement;

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.11 PA08-0072 – INDUSTRIAL– ACCEPT AGREEMENT AND BONDS FOR PUBLIC IMPROVEMENTS (Report of: Community & Economic Development Department)

Recommendation:

1. Approve and accept the Agreement and Bonds for Public Improvements for project number PA08-0072;
2. Authorize the Mayor to execute the Agreement;
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
4. 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.12 PARCEL MAP 23713 – COMMERCIAL – ACCEPT SUBSTITUTION AGREEMENT AND BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF ALESSANDRO BOULEVARD AND INDIAN STREET, DEVELOPER: DGK INVESTMENTS, LLC, PLACENTIA, CA. 92870 (Report of: Community & Economic Development Department)

Recommendation:

1. Accept the substitution of Agreement for Public Improvements and bonds for project PM 23713;
2. Authorize the Mayor to execute the agreement;
3. Direct the City Clerk to forward the signed agreement to the County Recorder's Office for recordation;
4. Authorize the Public Works Director/City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by J & L Properties, upon acceptance of the substitution agreement and bonds; and

5. Authorize the Public Works Director/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.

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 FEBRUARY 28, 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 FEBRUARY 28, 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 FEBRUARY 28, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

E. PUBLIC HEARINGS

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

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- E.1 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, AMENDMENT #1 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (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 substantial amendment to 2011-12 CDBG Annual Action Plan Substantial Amendment #1, NSP 3 to redefine the Target Areas;
2. Adopt the proposed amendments to the NSP3 Program to include a Multi-family Acquisition, Rehabilitation, Rental (MFR-ARR) activity;
3. Authorize the City Manager to reallocate NSP3 funds between HUD-approved grant activities to fund the MFR-ARR activity; and
4. Authorize the approval of the Budget Appropriation Adjustment (BAA) to establish the NSP3 budget.

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 Jesse L. Molina on the Riverside Transit Agency (RTA)
- G.2 JULY 4TH UPDATE (ORAL PRESENTATION) (Report of: Parks and Community Services Department)
- G.3 APPOINTMENTS TO THE ARTS COMMISSION, THE LIBRARY COMMISSION, THE RECREATIONAL TRAILS BOARD AND THE ACCESSIBILITY APPEALS BOARD (CONTINUED FROM FEBRUARY 14, 2012 ON A 4-0-1 VOTE, COUNCIL MEMBER CO ABSENT) (Report of: City Clerk Department)

Recommendation: That the City Council:

1. After reviewing the ballots provided by the City Clerk, appoint one member to the Arts Commission with a term expiring June 30, 2014; and
2. Appoint one member to the Library Commission with a term expiring

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June 30, 2012; and

3. Appoint one member to the Recreational Trails Board with a term expiring June 30, 2014; and
4. Appoint one member to the Accessibility Appeals Board as a Construction Representative with a term expiring June 30, 2014; or
5. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

G.4 APPOINTMENT TO THE TRAFFIC SAFETY COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk, appoint one member to the Traffic Safety Commission with a term expiring June 30, 2014; or
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant

G.5 CONSIDERATION OF AN ORDINANCE EXTENDING THE EXPIRATION DATE OF CERTAIN DISCRETIONARY CITY PERMITS BY TWO YEARS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce Ordinance No. 840, providing a two year extension in the expiration date of certain discretionary City permits with a valid entitlement as of January 1, 2011.

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

G.6 AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO SULLY-MILLER CONTRACTING COMPANY FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT, CACTUS AVENUE FROM LASSELLE STREET TO NASON STREET, AND NASON STREET FROM CACTUS AVENUE TO IRIS AVENUE - PROJECT NO. 12-12599520 (Report of: Public Works Department/CPD)

Recommendation: That the City Council:

1. Waive any and all minor irregularities and award Base Bid Schedules A through E and Additive Alternate Bid Schedules "A" through "E," "G" through "I-B" and "K" to Sully-Miller Contracting Company, 135 South State College Boulevard, Suite 400, Brea, California, 92821, the lowest responsible bidder, for the Cactus Avenue/Nason Street Improvement Project;
2. Authorize the City Manager to execute a contract with Sully-Miller Contracting Company;
3. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval;
4. Authorize the issuance of a Purchase Order to Sully-Miller Contracting Company for the amount of \$20,983,751.86 (\$19,076,138.05 for the Base Bid plus awarded Additive Alternate amounts, plus 10% contingency) when the contract has been signed by all parties;
5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Sully-Miller Contracting Company, up to but not to exceed the Purchase Order's total contingency amount of \$1,907,613.81, subject to the approval of the City Attorney;
6. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Sully-Miller Contracting Company, if no claims are filed against the project;
7. Authorize the City Manager to appropriate the amount of \$913,845 for MVU street light improvements from the unencumbered fund balance from Fund 602 (2007 Taxable Lease Revenue Bonds) to Account No. 602.XXXXX;
8. Authorize the City Manager to execute a Reimbursement Agreement with Eastern Municipal Water District (EMWD) for the approximate amount of \$3,032,000, subject to approval of the City Attorney;
9. Authorize the City Manager to appropriate the agreed upon amount (approximately \$3,032,000) for the EMWD improvements to Account No. 414.XXXXX when the Reimbursement Agreement with EMWD is executed;

10. Authorize the City Manager to execute a Cooperative Agreement with Riverside County Flood Control and Water Conservation District (the Flood Control District), subject to approval of the City Attorney;
11. Authorize the City Manager to appropriate the agreed upon amount (approximately \$565,000) for the Flood Control District's contribution to Line J-9 to Account No. 414.XXXXX when the Cooperative Agreement with the Flood Control District is executed; and
12. Authorize the City Manager to execute any subsequent amendments to the Reimbursement Agreement with EMWD and/or to the Cooperative Agreement with the Flood Control District, subject to the approval of the City Attorney.

G.7 FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR DESIGN SUPPORT DURING CONSTRUCTION WITH RBF CONSULTING, FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT, CACTUS AVENUE FROM LASSELLE STREET TO NASON STREET, AND NASON STREET FROM CACTUS AVENUE TO IRIS AVENUE, PROJECT NO. 12-12599520 (Report of: Public Works Department/CPD)

Recommendation: That the City Council:

1. Approve the First Amendment to Agreement for Professional Consultant Services for design support during construction in the amount of \$94,264 with RBF Consulting, 14725 Alton Parkway, Irvine, CA 92618, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue;
2. Authorize the City Manager to execute said First Amendment to Agreement for Professional Consultant Services with RBF Consulting;
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 the Purchase Order with RBF Consulting in the amount of \$94,264 when the First Amendment has been signed by all parties (Account No. 12-12599520); and
5. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the contract with RBF Consulting within the authorized total Purchase Order amount, subject to the approval of the City Attorney.

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- G.8 APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION SURVEY SERVICES WITH RICK ENGINEERING COMPANY FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT, CACTUS AVENUE FROM LASSELLE STREET TO NASON STREET, AND NASON STREET FROM CACTUS AVENUE TO IRIS AVENUE - PROJECT NO. 12-12599520 (Report of: Public Works Department/CPD)

Recommendation: That the City Council:

1. Approve the Agreement for Professional Consultant Services for construction survey services with Rick Engineering Company, Inc., 1770 Iowa Avenue, Suite 100, Riverside, CA 92507, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue;
 2. Authorize the City Manager to execute an agreement with Rick Engineering Company;
 3. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board Approval;
 4. Authorize the issuance of a Purchase Order to Rick Engineering Company in the amount of \$201,940 when the Agreement has been signed by all parties; and
 5. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Rick Engineering Company, within the Purchase Order amount, subject to the approval of the City Attorney.
- G.9 APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING, INC. FOR CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT, CACTUS AVENUE FROM LASSELLE STREET TO NASON STREET, AND NASON STREET FROM CACTUS AVENUE TO IRIS AVENUE - PROJECT NO. 12-12599520 (Report of: Public Works Department/CPD)

Recommendation: That the City Council:

1. Approve the Agreement for Professional Consultant Services for construction material testing and geotechnical services with Leighton Consulting, Inc., 41715 Enterprise Circle N., Suite 103, Temecula, CA 92590-5661, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue;

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2. Authorize the City Manager to execute an agreement with Leighton Consulting, Inc.;
3. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board Approval;
4. Authorize the issuance of a Purchase Order to Leighton Consulting, Inc. in the amount of \$322,944 when the Agreement has been signed by all parties; and
5. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Leighton Consulting, Inc., within the Purchase Order amount, subject to the approval of the City Attorney.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

- H.1 .1 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. (Report of: Parks and Community Services Department)

Recommendation: That the City Council:

Introduce Ordinance No. 839, an Ordinance of the City 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.

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

- 3 SECTION 54957 - PUBLIC EMPLOYMENT

a) Public Employee Annual Performance Evaluation: City Clerk

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

ADJOURNMENT

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

**REGULAR MEETING – 6:30 PM
February 28, 2012**

CALL TO ORDER - 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, Housing Authority and Board of Library Trustees was called to order at 6:30 p.m. by Mayor Pro Tem Mayor Pro Tem William H. Batey II in the Council Chamber located at 14177 Frederick Street.

Mayor Pro Tem Batey announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE - Pledge of Allegiance was led by Council Member Robin N. Hastings

INVOCATION - Reverend O. J. Philpot - Christ Community Church

ROLL CALL

Council:

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

Absent:

Richard A. Stewart	Mayor
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Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
John Anderson	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director

Tom DeSantis
Mike McCarty
Suzanne Bryant
Michele Patterson

Interim Human Resources Director
Parks & Community Services Director
Deputy City Attorney III
Assistant to the City Manager

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

Mayor Pro Tem William H. Batey II announced that staff requested Item A.10 be moved to Section F for a separate action/discussion.

Mayor Pro Tem William H. Batey II opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Items A.5 and B.3).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 14, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.3 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2012-12, approving the Check Register for the month of December, 2011 in the amount of \$11,230,469.53

Resolution No. 2012-12

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2011

A.4 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

MINUTES
February 28, 2012

Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.5 INSTALLATION OF SYNTHETIC TURF AT MARCH FIELD PARK (ALSO LISTED AS ITEM B.3) (Report of: Parks and Community Services Department)

Recommendation:

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.

Item A.5 was pulled for a separate vote.

A.6 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR ACQUISITION OF APN 316-190-035 FOR THE INDUSTRIAL FIRE STATION PROJECT – PROJECT NO. 11-43467930 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the "Agreement for Conveyance of Property" for acquisition of APN 316-190-035 for the Industrial Fire Station project;
2. Authorize a Purchase Order in the amount of \$833,000 (\$825,000 for the purchase price plus \$8,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 434.67930); 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.7 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR

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LEGAL SERVICES FOR LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY RIVERSIDE SUPERIOR COURT CASE RIC 524877 (ALSO LISTED AS AGENDA ITEM B.4) (Report of: Parks and Community Services Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of \$220,000 for a total not-to-exceed amount of \$416,000 (Account No. 461.65325.7500);
2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$416,000 for legal services for Los Angeles Engineering, Inc. v. City of Moreno Valley Riverside Superior Court Case RIC 524877;
3. Authorize the transfer of \$220,000 from the Parkland Facilities Development Impact Fees (DIF) Fund (Fund 205) to the Parks & Community Services Capital Project Fund for Purchase Order No. 36928; and
4. Authorize the appropriation of \$220,000 from Parks & Community Services Capital Project Fund balance to Account 461.65325.7500 (Community Park Renovation) for Purchase Order No. 36928.

- A.8 PA03-0039 – MULTI FAMILY RESIDENTIAL – ACCEPT AGREEMENT AND BONDS FOR PUBLIC IMPROVEMENTS, SOUTH SIDE OF HEMLOCK AVENUE AND WEST OF PERRIS BOULEVARD, DEVELOPER: RANCHO BELAGO DEVELOPERS, INC., RIVERSIDE, CA 92507 (Report of: Community & Economic Development Department)

Recommendation:

1. Accept the Agreement and Bonds for Public Improvements;
2. Authorize the Mayor to execute the Agreement;
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
4. 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.9 PA07-0168 – MULTI FAMILY RESIDENTIAL – ACCEPT AGREEMENT AND BONDS FOR PUBLIC IMPROVEMENTS, NORTH SIDE OF

MINUTES
February 28, 2012

HEMLOCK AVENUE AND WEST OF PERRIS BOULEVARD,
DEVELOPER: RANCHO BELAGO DEVELOPERS, INC., RIVERSIDE, CA
(Report of: Community & Economic Development Department)

Recommendation:

1. Accept the Agreement and Bonds for Public Improvements;
2. Authorize the Mayor to execute the Agreement;
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
4. 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.10 APPROVE THE CHARGING OF ENTRY FEES FOR THE CITY'S 2012 FOURTH OF JULY FESTIVAL (ALSO LISTED AS AGENDA ITEM B.5)
(Report of: Parks and Community Services Department)

Recommendation:

Approve the charging of fees for the City of Moreno Valley's 2012 Fourth of July Festival.

Item A.10 was pulled for a separate vote.

A.11 NOTICE OF COMPLETION AND ACCEPTANCE FOR DAY STREET DRAINAGE IMPROVEMENTS FROM 690 FEET SOUTH OF COTTONWOOD AVENUE TO COTTONWOOD AVENUE (PHASE II) - PROJECT NO. 02-89266920 (Report of: Public Works Department/CPD)

Recommendation:

1. Accept the work as complete for the Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue constructed by STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508;
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 STI Inc. Trucking and Materials, 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.12 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO SEAN MALEK ENGINEERING AND CONSTRUCTION AND AUTHORIZATION TO EXECUTE A PROJECT SPECIFIC AGREEMENT WITH VA CONSULTING, INC. FOR DESIGN SUPPORT SERVICES DURING CONSTRUCTION FOR THE AUTO MALL STREET IMPROVEMENTS PROJECT - PROJECT NO. 08-89791725 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Auto Mall Street Improvements Project to Sean Malek Engineering and Construction, 43905 Margarita Road, Temecula, CA 92592, the lowest responsible bidder;
2. Authorize the City Manager to execute the contract with Sean Malek Engineering and Construction;
3. Authorize the issuance of a Purchase Order to Sean Malek Engineering and Construction, in the amount of \$521,474.05 (\$496,641.95 for the Base Bid plus 5% contingency), when the contract has been signed by all parties. (Account Number 897.91725);
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Sean Malek Engineering and Construction, up to but not to exceed the Purchase Order contingency of \$24,832.10 subject to the approval of the City Attorney;
5. Authorize the Public Works Director / City Engineer to execute a Project Specific Agreement for Design Support Services during Construction with VA Consulting, Inc., the consultant design engineer of record; and
6. Authorize the issuance of a Purchase Order to VA Consulting, Inc., in the amount of \$14,900 once the Project Specific Agreement for Design Support Services during Construction has been executed by all parties (Account Number 897.91725).

A.13 REQUEST FOR PUBLIC HEARING TO ESTABLISH AN UNDERGROUND UTILITY DISTRICT - NASON STREET FROM CACTUS AVENUE TO FIR AVENUE (Report of: Public Works Department/CPD)

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February 28, 2012

Recommendation:

1. Schedule a public hearing on March 27, 2012, to consider establishing an underground utility district along Nason Street from Cactus Avenue to Fir Avenue; and
2. Direct staff to notify affected property owners as shown on the last equalized assessment roll and all utilities that may own, operate, or lease equipment on or in connection with Southern California Edison (SCE) and/or Verizon Communications (Verizon) owned overhead facilities for the proposed underground utility district area by mail of the time and place of such hearing at least ten (10) days prior to the date thereof.

A.14 NOTICE OF COMPLETION AND ACCEPTANCE OF CITY HALL HEATING VENTILATION AND AIR CONDITIONING (HVAC) PROJECT, PROJECT NO. VAG 10/11-05 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Accept the work as complete for the City Hall Heating Ventilation and Air Conditioning (HVAC) Project constructed by Southcoast Heating & Air Conditioning, 2373 La Mirada Drive, Vista, CA 92081;
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; and
3. Authorize the Financial & Administrative Services Director to release the retention to Southcoast Heating & Air Conditioning, thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

A.15 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 February 8-21, 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 FEBRUARY 14, 2012 (Report of: City Clerk Department)

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Recommendation:

Approve as submitted.

B.3 INSTALLATION OF SYNTHETIC TURF AT MARCH FIELD PARK (ALSO LISTED AS ITEM A.5) (Report of: Parks and Community Services Department)

Recommendation:

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.

Item B.3 was pulled for a separate vote.

B.4 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY RIVERSIDE SUPERIOR COURT CASE RIC 524877 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Parks and Community Services Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of \$220,000 for a total not-to-exceed amount of \$416,000 (Account No. 461.65325.7500);
2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$416,000 for legal services for Los Angeles Engineering, Inc. v. City of Moreno Valley Riverside Superior Court Case RIC 524877;

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3. Authorize the transfer of \$220,000 from the Parkland Facilities Development Impact Fees (DIF) Fund (Fund 205) to the Parks & Community Services Capital Project Fund for Purchase Order No. 36928; and
 4. Authorize the appropriation of \$220,000 from Parks & Community Services Capital Project Fund balance to Account 461.65325.7500 (Community Park Renovation) for Purchase Order No. 36928.
- B.5 APPROVE THE CHARGING OF ENTRY FEES FOR THE CITY'S 2012 FOURTH OF JULY FESTIVAL (ALSO LISTED AS AGENDA ITEM A.10) (Report of: Parks and Community Services Department)

Recommendation:

Approve the charging of fees for the City of Moreno Valley's 2012 Fourth of July Festival.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- C.2 MINUTES - REGULAR MEETING OF FEBRUARY 14, 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 FEBRUARY 14, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2, except Item A.10, which was pulled for a separate vote by m/Council Member Robin N. Hastings, s/Mayor Pro Tem William H. Batey II Failed by a vote of 2-2-1, Council Member Jesse L. Molina, Council Member Marcelo Co opposed, Mayor Richard A. Stewart absent.

Motion to Reconsider the vote by m/Council Member Jesse L. Molina,

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s/Council Member Marcelo Co
Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.

Motion to Pull Item A.5 for a separate vote by m/Council Member
Jesse L. Molina, s/Council Member Marcelo Co
Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.

Motion to Pull Item B.3 for a separate action by m/Council Member
Jesse L. Molina, s/Council Member Marcelo Co
Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.

Motion to Approve Joint Consent Calendar Items A.1 through D.2,
except Items A.5, B.3 and A.10 pulled for separate action by
m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.

E. PUBLIC HEARINGS - NONE

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

ITEMS A.5 AND B.3

Motion to Deny Item A.5 by m/Council Member Jesse L. Molina,
s/Council Member Marcelo Co
Failed by a vote of 2-2-1, Mayor Pro Tem William H. Batey II, Council
Member Robin N. Hastings opposed, Mayor Richard A. Stewart
absent.

Motion to Deny Item B.3 by m/Council Member Jesse L. Molina,
s/Council Member Marcelo Co
Failed by a vote of 2-2-1, Mayor Pro Tem William H. Batey II, Council
Member Robin N. Hastings opposed, Mayor Richard A. Stewart
absent.

Items A.5 and B.3 will come back at March 13, 2012 City Council meeting.

ITEM A.10

Mayor Pro Tem William H. Batey II opened the agenda item for public comments, which were received from Kenny Bell (Item A.10), and Pete Bleckert (Item A.10).

Motion to Approve Item A.10 by m/Council Member Jesse L. Molina,
s/Council Member Marcelo Co
Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.

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G. REPORTS

- G.1 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 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (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. 2012-13, approving a Recognized Obligation Payment Schedule;

Resolution No. 2012-13

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 the Recognized Obligation Schedule and Authorizing the City Manager or his Designee to Make Modifications Thereto

2. Authorize the City Manager or his designee to make modifications to the Schedule; and
3. Authorize the transmittal of the certified ROPS to the City and there upon to the Oversight Board for review and approval.

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

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

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

- G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE DESIGNATING SPEED LIMIT CERTIFICATION ON VARIOUS STREETS (RECEIVED FIRST READING AND
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INTRODUCTION ON FEBRUARY 14, 2012 ON A 4-0-1 VOTE,
CO ABSENT) (Report of: Public Works Department)

Recommendation: That the City Council:

Adopt Ordinance No. 837, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code declaring prima facie speed limits on certain streets (as listed on the ordinance).

Ordinance No. 837

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code Relating to a Prima Facie Speed Limit for Certain Streets

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

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Pete Bleckert

1. Parks in Edgemont area
2. Street lights
3. Traffic lights on Davis Street

Kenny Bell

1. Electric utility
2. Voting on quarry by Riverside County supervisors
3. Developers donating money to charities

Daryl Terrell

1. Moreno Valley School Board; coming together as community

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February 28, 2012

Marcia Amino

1. Planned mega warehouse
2. Zoning of Moreno Valley east end
3. City's economic agenda; utility tax

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

Council Member Marcelo Co

1. Stated that rural areas are being developed to bring more business and jobs; the City is doing better planning now

Council Member Jesse L. Molina

1. Asked residents to come with productive answers and solutions, not criticism and to keep it professional; emphasized that we should strive to do the best for the City and to work together to bring jobs and prosperity; is willing to work with anybody to get the City moving

Council Member Robin N. Hastings

1. Attended informative Operation Safehouse Luncheon on February 21; thanked staff for attending the lunch as her guests
2. On February 23, attended a ribbon cutting grand opening ceremony for Berry Bean Café, located on Elsworth and Alessandro; a great new business in town; encouraged everyone to visit this place
3. On February 24, attended the Black History Month celebration at Moreno Elementary School, where kids were performing; a great event
4. Sage Barrier, a Canyon Springs High School student, did a filming of council members for a film contest; a very positive project to be involved in
5. On February 29, at 7 a.m., a surveillance camera community meeting will be held
6. On February 29, at 11:30 a.m., a Business and City Connecting luncheon will be held at Bob's Big Boy

Mayor Pro Tem William H. Batey II

1. Announced that Lions Club is back in Moreno Valley and its officers were installed last Sunday; a proclamation will be presented to the Club

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2. Tomorrow, together with business leaders and mayors of Riverside, Jurupa Valley and Corona, will go to Los Angeles in support of the City of Ontario having a local control of the Ontario airport, a vital piece for the Inland Empire

CLOSED SESSION - canceled

ADJOURNMENT

Motion to Adjourn: there being no further business to conduct, the meeting was adjourned at 7:52 p.m. by unanimous informal consent. by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.

Submitted by:

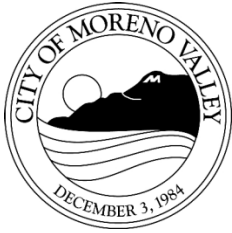
City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Housing Authority
Secretary, Board of Library Trustees

Approved by:

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

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MINUTES
February 28, 2012



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 13, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 22 – March 6, 2012.

<i>Reports on Reimbursable Activities</i> February 22 – March 6, 2012		
Council Member	Date	Meeting
William H. Batey II	2/22/12	Moreno Valley Chamber of Commerce Wake-Up
Marcelo Co	2/25/12	452D Air Mobility Wing Annual Awards Banquet
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart		None

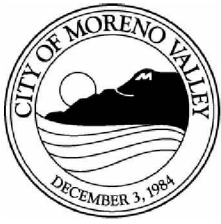
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

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

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, Public Works Director/City Engineer
Barry Foster, Community & Economic Development Director

AGENDA DATE: March 13, 2012

TITLE: PA04-0159 (PM 32961) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF GROVE VIEW ROAD ASSOCIATED WITH THE PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM

DEVELOPER – WASTE MANAGEMENT COLLECTION &
RECYCLING, INC.
17700 INDIAN STREET
MORENO VALLEY, CA 92551

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt proposed Resolution No. 2012-14 authorizing the acceptance of the public improvements within PA04-0159 (PM 32961) as complete and accepting the portion of Grove View Road 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.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

PA04-0159 (PM 32961) is a 431,000 S.F. industrial distribution facility located at the northwest corner of Perris Boulevard and Grove View Road. The Project was conditionally approved requiring the design of Grove View Road between Indian Street and Perris Boulevard, however, only the east half of Grove View Road was required to be constructed. Subsequent to the improvements related to PA04-0159, the adjacent development that consisted of a 29,350 S.F. maintenance building by Waste Management Collection and Recycling, Inc. (P08-135), was conditioned to provide surety for public improvements and to complete the improvements of westerly half of Grove View Road. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, street lights, storm drain, sewer, and water work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of \$1,146,000 issued by Ohio Indemnity Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0159 (PM 32961) as complete and accepting the portion of Grove View Road associated with the project into the City's maintained street system. 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. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0159 (PM 32961) as complete and accepting the portion of Grove View Road associated with the project into the City's maintained street system. Do not 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. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (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).

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map

Exhibit "B" - Proposed Resolution

Prepared By
Vicente Giron
Associate Engineer

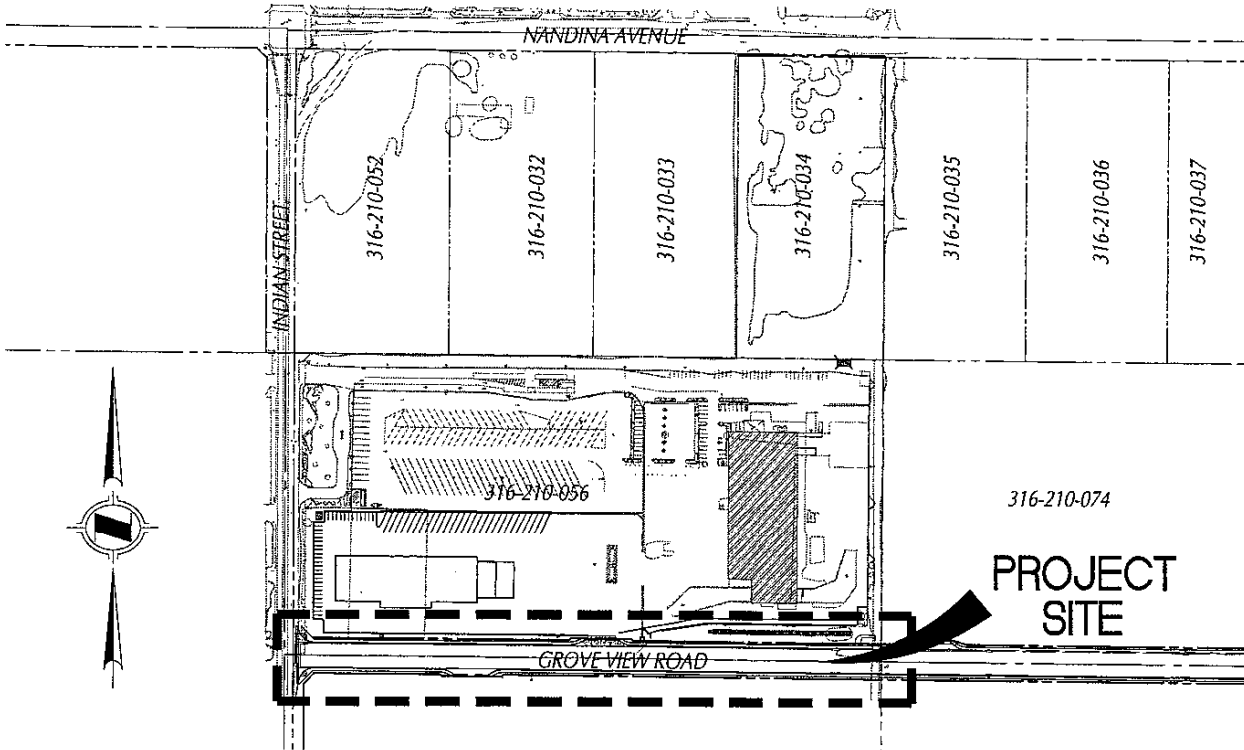
Department Head Approval
Ahmad Ansari
Public Works Director/City Engineer

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

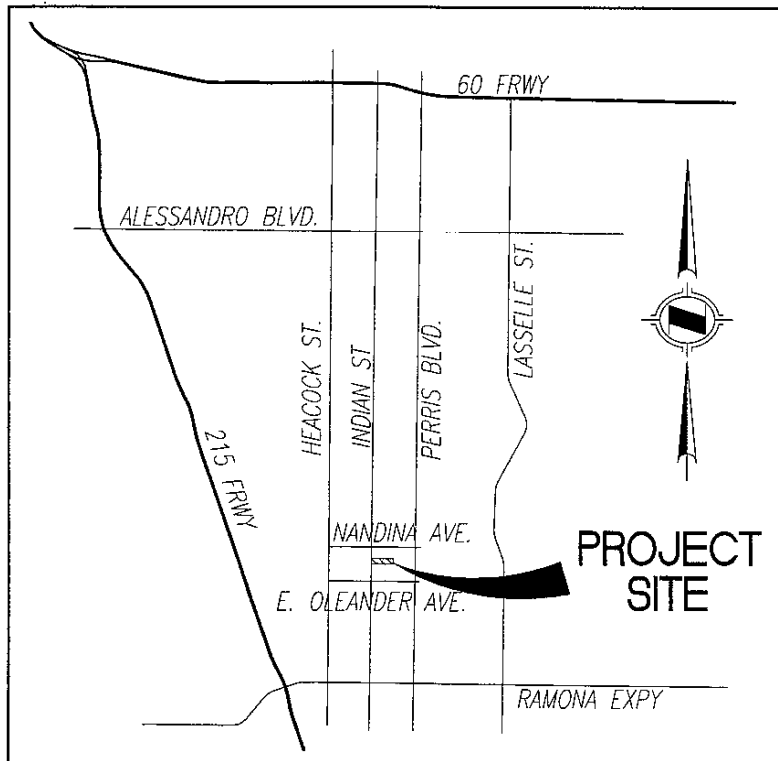
Concurred By
Barry Foster
Community & Economic Development Director

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

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SITE MAP
NOT TO SCALE



**CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT
EXHIBIT A**

**PA04-0159
VICINITY MAP**

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RESOLUTION NO. 2012-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA04-0159 (PM 32961) AND ACCEPTING THE PORTION OF GROVE VIEW ROAD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Waste Management Collection & Recycling Inc. on the portion of Grove View Road associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA04-0159 (PM 32961) accept the portion of Grove View Road associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within PA04-0159 (PM 32961) are complete, and the portion of Grove View Road associated with the project are accepted into the City's maintained street system.

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

EXHIBIT "B"

Resolution No. 2012-14
Date Adopted: March 13, 2012

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-14
Date Adopted: March 13, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-14 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of March, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

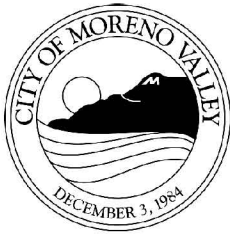
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2012-14
Date Adopted: March 13, 2012

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 13, 2012

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC SERVICE RULES, FEES, AND CHARGES, AND ESTABLISH RULE 21 THAT DESCRIBES THE INTERCONNECTION, OPERATING, AND METERING REQUIREMENTS FOR GENERATING FACILITIES TO BE CONNECTED TO MORENO VALLEY UTILITY'S DISTRIBUTION SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2012-15 amending the Electric Service Rules, Fees, and Charges, and establish Rule 21 that describes the interconnection, operating, and metering requirements for generating facilities to be connected to Moreno Valley Utility's distribution system.
2. Authorize the Public Works Director/City Engineer to execute, on behalf of the City Council, the required Interconnection Agreement for generating facilities to be connected to Moreno Valley Utility's distribution system pursuant to Rule 21.

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City

Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

Moreno Valley Utility has seen a significant increase in inquiries regarding the potential installation of generating facilities that may be connected to the Utility's distribution system. The recent passage of California Senate Bill SB 1X-2, requiring all utilities to procure energy from eligible renewable resources equal to 33% of retail sales by 2020, is also contributing to the increased interest in distributed generation. As a result, there is a need to establish a Rule to address the process and requirements for Applicants to follow to be connected to MVU's distribution system.

DISCUSSION

Under Rule 21, an applicant for interconnection to MVU's distribution system shall pay a deposit of \$800 for an Initial Review. The Initial Review will determine if the proposed generating facility qualifies for a simplified interconnection based on the facility meeting certain basic operating criteria such as the generating facility capacity on the distribution line section is less than 15% of the line section peak load, and the starting voltage drop is within acceptable limits. Further reviews and/or studies may be required at the Applicant's expense if the generating facility does not qualify for simplified interconnection. Applications for net metered generating facilities are exempt from this interconnection process, as there is a separate process for those qualifying facilities. Rule 21 is consistent with the requirements of the Institute of Electrical and Electronics Engineers (IEEE) standard for interconnecting distributed resources with electrical power systems.

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office.

If approved by the City Council, these changes will become effective at 12:00 a.m. on March 14, 2012.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Service Rules, Fees, and Charges and establish Rule 21 for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department, and authorize the Public Works Director/City Engineer to execute the Interconnection Agreement. *The amendment of the Electric Service Rules, Fees, and Charges will allow the City's utility to offer eligible generating facilities the ability to connect to MVU's distribution system while protecting service and reliability for existing ratepayers.*

2. Do not approve proposed resolution amending the Electric Service Rules, Fees, and Charges and establish Rule 21 for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department and do not authorize the Public Works Director/City

Engineer to execute the Interconnection Agreement. *This will not allow the utility to offer eligible generating facilities the ability to connect to MVU's distribution system.*

FISCAL IMPACT

There is no anticipated fiscal impact to MVU as all costs will be reimbursed by the Applicants.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

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

POSITIVE ENVIRONMENT:

The proposed Electric Service Rule ensures timely changes to the provision of electric service by the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

- Attachment 1 – Proposed Resolution
- Attachment 2 – Rule 21
- Attachment 3 – Interconnection Agreement

Prepared By
 Jeannette Olko
 Electric Utility Division Manager

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

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

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RESOLUTION NO. 2012-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC SERVICE RULES, FEES, AND CHARGES, AND ESTABLISH RULE 21 THAT DESCRIBES THE INTERCONNECTION, OPERATING, AND METERING REQUIREMENTS FOR GENERATING FACILITIES TO BE CONNECTED TO MORENO VALLEY UTILITY'S DISTRIBUTION SYSTEM AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO EXECUTE REQUIRED INTERCONNECTION AGREEMENT

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

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

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

Attachment 1

Resolution No. 2012-15
Date Adopted: March 13, 2012

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

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

1. The City Council hereby approves and adopts the amended Moreno Valley Utility Electric Rules, Fees, and Charges and establish Rule 21, Generating Facility Interconnections, as on file in the Public Works Department.
2. Authorize the Public Works Director/City Engineer to execute, on behalf of the City Council, the required Interconnection Agreement for the interconnection of generating facilities to the City of Moreno Valley Electric Utility's distribution system pursuant to Rule 21.

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

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-15
Date Adopted: March 13, 2012

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-15 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of March, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012-15
Date Adopted: March 13, 2012

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Rule 21

GENERATING FACILITY INTERCONNECTIONS

A. APPLICABILITY

Applicability: This Rule describes the Interconnection, operating and Metering requirements for Generating Facilities to be connected to Moreno Valley Utility's (MVU) Distribution System. Subject to the requirements of this Rule, MVU will allow the Interconnection of Generating Facilities with its Distribution System.

Definitions: Capitalized terms used in this Rule, and not defined in MVU's other tariffs, shall have the meaning ascribed to such terms in Section H of this Rule. The definitions set forth in Section H of this Rule shall only apply to this Rule and may not apply to MVU's other tariffs.

Consistent with IEEE 1547: This rule has been revised to be consistent with the requirements of ANSI/IEEE1 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems* (IEEE 1547). In some cases, IEEE 1547 language has been adopted directly, in others, IEEE 1547 requirements were interpreted and this rule's language was changed to maintain the spirit of both documents.

Language from IEEE 1547 that has been adopted directly (as opposed to paraphrased language or previous language that was determined to be consistent with IEEE 1547) is followed by a citation that lists the Clause from which the language derived. For example, IEEE 1547-4.1.1 is a reference to Clause 4.1.1.

In the event of any conflict between this rule and any of the standards listed herein, the requirements of this rule shall take precedence.

B. GENERAL RULES, RIGHTS AND OBLIGATIONS

1. **AUTHORIZATION REQUIRED TO OPERATE:** A Producer must comply with this Rule, execute an Interconnection Agreement with MVU, and receive MVU's express written permission before Parallel Operation of its Generating Facility with MVU's Distribution System. MVU shall apply this Rule in a non-discriminatory manner and shall not unreasonably withhold its permission for Parallel Operation of Producer's Generating Facility with MVU's Distribution System.
2. **SEPARATE AGREEMENTS REQUIRED FOR OTHER SERVICES:** A Producer requiring other electric services from MVU including, but not limited to, Distribution Service during periods of curtailment or interruption of the Producer's Generating Facility, enter into agreements with MVU for such services in accordance with MVU's City Council-approved tariffs.
3. **SERVICE NOT PROVIDED WITH INTERCONNECTION:** Interconnection with MVU's Distribution System under this Rule does not provide a Producer any

Attachment 2

rights to utilize MVU's System for the transmission, distribution, or wheeling of electric power, nor does it limit those rights.

4. **COMPLIANCE WITH LAWS, RULES AND TARIFF SCHEDULES:** A Producer shall ascertain and comply with applicable City Council-approved tariffs of MVU; applicable Federal Energy Regulatory Commission (FERC) approved rules, tariffs and regulations; and any local, state or federal law, statute or regulation which applies to the design, siting, construction, installation, operation, or any other aspect of the Producer's Generating Facility and Interconnection Facilities.
5. **DESIGN REVIEWS AND INSPECTIONS:** MVU shall have the right to review the design of a Producer's Generating and/or Interconnection Facilities and to inspect a Producer's Generating and/or Interconnection Facilities prior to the commencement of Parallel Operation with MVU's Distribution System. MVU may require a Producer to make modifications as necessary to comply with the requirements of this Rule. MVU's review and authorization for Parallel Operation shall not be construed as confirming or endorsing the Producer's design or as warranting the Generating and/or Interconnection Facilities' safety, durability or reliability. MVU shall not, by reason of such review or lack of review, be responsible for the strength, adequacy or capacity of such equipment.
6. **RIGHT TO ACCESS:** A Producer's Generating Facility and/or Interconnection Facilities shall be reasonably accessible to MVU personnel as necessary for MVU to perform its duties and exercise its rights under its tariffs approved by the City Council, and any Interconnection Agreement between MVU and the Producer.
7. **CONFIDENTIALITY OF INFORMATION:** Any information pertaining to Generating and/or Interconnection Facilities provided to MVU by a Producer shall be treated by MVU in a confidential manner. MVU shall not use information contained in the Application to propose discounted tariffs to the customer unless authorized to do so by the Customer or the information is provided to MVU by the Customer through other means.
8. **PRUDENT OPERATION AND MAINTENANCE REQUIRED:** A Producer shall operate and maintain its Generating Facility and Interconnection Facilities in accordance with Prudent Electrical Practices and shall maintain compliance with this Rule.
9. **CURTAILMENT AND DISCONNECTION:** MVU may limit the operation or disconnect or require the disconnection of a Producer's Generating Facility from MVU's Distribution System at any time, with or without notice, in the event of an Emergency, or to correct Unsafe Operating Conditions. MVU may also limit the operation or disconnect or require the disconnection of a Producer's Generating Facility from MVU's Distribution System upon the provision of reasonable written notice: 1) to allow for routine maintenance, repairs or modifications to MVU's Distribution System; 2) upon MVU's determination that a Producer's Generating Facility is not in compliance with this Rule; or 3) upon termination of

the Interconnection Agreement. Upon the Producer's written request, MVU shall provide a written explanation of the reason for such curtailment or disconnection.

C. GENERAL RULES, RIGHTS AND OBLIGATIONS

1. APPLICATION PROCESS

- a. **Applicant Initiates Contact with MVU:** Upon request, MVU will provide information and documents (such as sample agreements, Application, technical information, listing of Certified Equipment, Initial and Supplemental Review deposit information, applicable tariff schedules and Metering requirements) to a potential Applicant. Unless otherwise agreed upon, all such information shall normally be sent to an Applicant within three (3) business days following the initial request from the Applicant. MVU will establish an individual representative as the single point of contact for the Applicant, but may allocate responsibilities among its staff to best coordinate the Interconnection of an Applicant's Generating Facility.
- b. **Applicant Completes an Application:** All Applicants shall complete and file an Application and supply any relevant additional information requested by MVU. When applicable per Table C.1, an \$800 Initial Review deposit shall be included with the Application.
 - 1) Normally, within 10 business days of receiving the Application, MVU shall acknowledge its receipt and state whether the Application has been completed adequately. If defects are noted, MVU and Applicant shall cooperate in a timely manner to establish a satisfactory Application.
 - 2) The Initial Review deposit shall be waived for Net Energy Metering Applications requesting Interconnection.
 - 3) The deposit associated with the Initial Review will be returned to the Applicant if the Application is rejected by MVU or the Applicant retracts the Application.
 - 4) Applications that are over one year old (from the date of MVU's acknowledgement) without a signed Interconnection Agreement, or a Generating Facility that has not been approved for parallel operation within one year of completion of all applicable review and/or studies are subject to cancellation by MVU; however, MVU may not cancel an Application if the Producer provides reasonable evidence that the project is still active.
 - 5) The applicant may propose, and MVU may agree to reduced costs for reviewing atypical Applications, such as Applications

submitted for multiple Generators, multiple sites, or otherwise as conditions warrant.

- c. MVU Performs an Initial and Supplemental Review and Develops Preliminary Cost Estimates and Interconnection Requirements.
- 1) Upon receipt of a satisfactorily completed Application and any additional information necessary to evaluate the Interconnection of a Generating Facility, MVU shall perform an Initial Review using the process defined in Section I. The Initial Review determines if: (a) the Generating Facility qualifies for Simplified Interconnection; or (b) the Generating Facility requires a Supplemental Review.
 - 2) MVU shall complete its Initial Review, absent any extraordinary circumstances, within 10 business days after its determination that the Application is complete. If the Initial Review determines the proposed Generating Facility can be Interconnected by means of a Simplified Interconnection, MVU will provide the Applicant with an Interconnection Agreement for Applicant's signature. Upon completion of the Initial Review, the difference between the deposit and the actual cost of the Review will be refunded or billed to the Applicant as appropriate.
 - 3) If the Generating Facility does not pass the Initial Review for Simplified Interconnection as proposed, MVU will notify the applicant and perform a Supplemental Review as described in Section I. Applicant shall pay an additional \$600 deposit for the Supplemental Review, unless the Application is withdrawn. The Supplemental Review will result in MVU providing either: (a) Interconnection requirements beyond those for a Simplified Interconnection, and an Interconnection Agreement for Applicant's signature; or (b) a cost estimate and schedule for an Interconnection Study. The Supplemental Review shall be completed, absent any extraordinary circumstances, within 20 business days of receipt of a completed Application and fees. Upon completion of the Supplemental Review, the difference between the deposit and the actual cost of the Review will be refunded or billed to the Applicant as appropriate.
- The Supplemental Review deposit shall be waived for Net Energy Metering Applications requesting Interconnection pursuant to Sections 2827, 2827.8, 2827.9, or 2827.10 of the Public Utilities Code.
- d. When Required, Applicant and MVU Commit to Additional Interconnection Study Steps. When a Supplemental Review reveals that the proposed Generating Facility cannot be Interconnected to MVU's Distribution System by means of a Simplified Interconnection, or that significant Interconnection

Facilities installed on MVU's system or Distribution System modifications will be needed to accommodate an Applicant's Generating Facility, MVU and Applicant shall enter into an agreement that provides for MVU to perform additional studies, facility design, and engineering and to provide detailed cost estimates for fixed price or actual cost billing to the Applicant at the Applicant's expense. The Interconnection Study agreement shall set forth MVU's estimated schedule and charges for completing such work. Interconnection Study fees for solar generating facilities up to 1 megawatt (MW) that do not sell power to the grid will be waived up to the amount of \$5,000. Generating Facilities eligible for Net Energy Metering under Public Utilities Code Section 2827, 2827.8, 2827.9, or 2827.10 are exempt from any costs associated with Interconnection Studies.

Table C.1 Summary of Deposits and Exemptions

<u>Facility Type</u>	<u>Initial Review Deposit</u>	<u>Supplemental Review Deposit</u>	<u>Interconnection Study Deposit</u>	<u>Additional Commissioning Test Verification</u> <u>(illustrative range of 2012 Rates)**</u>
Non-Net Energy Metering	\$800*	\$600	As Specified by MVU	Actual cost
Net Energy Metering (per Public Utilities Code Sections 2827, 2827.8, 2827.9, or 2827.10)	\$0	\$0	\$0	N/A
Solar 1MW or less that does not sell power to the grid (per D.01-07-027)	First \$5,000 of study fees waived			Actual cost

* Subject to refund pursuant to Section C.1.b.3

** A range of rates is provided here because the actual rate may vary by MVU and will adjust periodically.

Table C.2 Summary of Producer Cost Responsibility for Multiple Tariff Interconnections

<u>Existing Generator</u>	<u>New Generator</u>	<u>Initial Review Deposit</u>		<u>Supplemental Review Deposit</u>		<u>Detailed Interconnection Study Cost</u>		<u>Interconnection Facilities Cost</u>		<u>Distribution System Modification Cost</u>	
		YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
NEM	Non-NEM	X		X		X		X		Xa	
NEM	NEM		X		X		X	X			X
Non-NEM	NEM		Xb		Xb		Xb	X			Xa,b
Simultaneous NEM and Non-NEM		X		X		X		X		Xa	
a) Proration will be based upon the annual expected energy output (kWh) derived from the nameplate of the generator(s) modified by technology-specific capacity/availability factors of all NEM eligible versus non-NEM eligible generators for the costs that cannot be clearly assigned to either type of tariff.											
b) Change of operating of a non-NEM eligible generator at any time to export is treated as a simultaneous NEM and non-NEM application, resulting in associated costs being allocated to the producer.											

2. INTERCONNECTION PROCESS

- a. Applicant and MVU Enter Into an Interconnection Agreement. MVU shall provide the Applicant with an executable version of the Interconnection Agreement or Net Energy Metering agreement appropriate for the Applicant's Generating Facility and desired mode of operation. These agreements shall set forth MVU and the Applicant's responsibilities, completion schedules, and fixed price or estimated costs for the required work.
- b. Where Applicable, MVU or Producer Installs Required Interconnection Facilities or Modifies MVU's Distribution System. After executing the applicable agreements, MVU or Producer will commence construction/installation of MVU's Distribution System modifications or Interconnection Facilities which have been identified in the agreements. The parties will use good faith efforts to meet schedules and estimated costs as appropriate.
- c. Producer Arranges for and Completes Commissioning Testing of Generating Facility and Producer's Interconnection Facilities. The Producer is responsible for testing new Generating Facilities and associated Interconnection Facilities according to Section J.5 to ensure

compliance with the safety and reliability provisions of this Rule prior to being operated in parallel with MVU's Distribution System. For non-Certified Equipment, the Producer shall develop a written testing plan to be submitted to MVU for its review and acceptance. Alternatively, the Producer and MVU may agree to have MVU conduct the required testing at the Producer's expense. Where applicable, the test plan shall include the installation test procedures published by the manufacturer of the generation or Interconnection equipment. Facility testing shall be conducted at a mutually agreeable time, and depending on who conducts the test, MVU or Producer shall be given the opportunity to witness the tests.

- d. MVU Authorizes Parallel Operation or Momentary Parallel Operation. MVU shall authorize the Producer's Generating Facility for Parallel Operation or Momentary Parallel Operation with MVU's Distribution System, in writing, within 5 calendar days of satisfactory compliance with the terms of all applicable agreements. Compliance may include, but not be limited to, provision of any required documentation and satisfactorily completing any required inspections or tests as described herein or in the agreements formed between the Producer and MVU. A Producer shall not commence Parallel Operation of its Generating Facility with MVU's system unless it has received MVU's express written permission to do so.

For Net Energy Metering Generating facilities, MVU authorization for Parallel Operation shall normally be provided no later than 30 business days following MVU's receipt of 1) a completed Net Energy Metering Application including all supporting documents and required payments; 2) a completed signed Net Energy Metering Interconnection Agreement; and 3) evidence of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, the MVU shall notify the Applicant and the Commission.

D. GENERATING FACILITY DESIGN AND OPERATING REQUIREMENTS

This section has been revised to be consistent with the requirements of ANSI/IEEE 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems* (IEEE 1547).

1. General Interconnection and Protective Function Requirements

The Protective Functions and requirements of this rule are designed to protect MVU's Distribution System and not the Generating Facility. A Producer shall be solely responsible for providing adequate protection for its Generating Facility and Interconnection Facilities. The Producer's Protective Functions shall not impact the operation of other Protective Functions utilized on MVU's Distribution

System in a manner that would affect MVU's capability of providing reliable service to its Customers.

- a. **Protective Functions Required:** Generating Facilities operating in parallel with MVU's Distribution System shall be equipped with the following Protective Functions to sense abnormal conditions on MVU's Distribution System and cause the Generating Facility to be automatically disconnected from MVU's Distribution System or to prevent the Generating Facility from being connected to MVU's Distribution System inappropriately:
- 1) Over and under voltage trip functions and over and under frequency trip functions;
 - 2) A voltage and frequency sensing and time-delay function to prevent the Generating Facility from energizing a de-energized Distribution System circuit and to prevent the Generating Facility from reconnecting with MVU's Distribution System unless MVU's Distribution System service voltage and frequency is within the ANSI C84.1-1995 Table 1 Range B Voltage Range of 106V to 127V (on a 120V basis), inclusive, and a frequency range of 59.3 Hz to 60.5 Hz, inclusive, and are stable for at least 60 seconds; and
 - 3) A function to prevent the Generating Facility from contributing to the formation of an Unintended Island, and cease to energize the MVU's Distribution System within two seconds of the formation of an Unintended Island.

The Generating Facility shall cease to energize MVU's Distribution System for faults on MVU's Distribution System circuit to which it is connected (IEEE1547-4.2.1). The Generating Facility shall cease to energize MVU's Distribution circuit prior to re-closure by MVU's Distribution System equipment (IEEE1547-4.2.2).

- b. **Momentary Paralleling Generating Facilities.** With MVU's approval, the transfer switch or scheme used to transfer the Producer's loads from MVU's Distribution System to Producer's Generating Facility may be used in lieu of the Protective Functions required for Parallel Operation.
- c. **Suitable Equipment Required.** Circuit breakers or other interrupting equipment located at the Point of Common Coupling must be Certified or "Listed" (as defined in Article 100, the Definitions Section of the National Electrical Code) as suitable for their intended application. This includes being capable of interrupting the maximum available fault current expected at their location. Producer's Generating Facility and Interconnection Facilities shall be designed so that the failure of any single device or component shall not potentially compromise the safety and reliability of MVU's Distribution System. The Generating Facility

paralleling-device shall be capable of withstanding 220% of the Interconnection Facility rated voltage (IEEE1547-4.1.8.3). The Interconnection Facility shall have the capability to withstand voltage and current surges in accordance with the environments defined in IEEE Std C62.41.2-2002 or IEEE Std C37.90.1-2002 as applicable and as described in J.3.e (IEEE1547-4.1.8.2).

- d. Visible Disconnect Required. When required by MVU's operating practices, the Producer shall furnish and install a ganged, manually-operated isolating switch (or a comparable device mutually agreed upon by MVU and the Producer) near the Point of Interconnection to isolate the Generating Facility from MVU's Distribution System. The device does not have to be rated for load break nor provide over-current protection.

The device must:

- 1) allow visible verification that separation has been accomplished. (This requirement may be met by opening the enclosure to observe contact separation.)
- 2) include markings or signage that clearly indicate open and closed positions.
- 3) be capable of being reached quickly and conveniently 24 hours a day by MVU personnel for construction, operation, maintenance, inspection, testing or reading, without obstacles or requiring those seeking access to obtain keys, special permission, or security clearances.
- 4) be capable of being locked in the open position.
- 5) be clearly marked on the submitted single line diagram and its type and location approved by the MVU prior to installation. If the device is not adjacent to the Point of Common Coupling, permanent signage must be installed at an MVU-approved location providing a clear description of the location of the device.

Generating Facilities with Non-Islanding inverters totaling one (1) kilovolt-ampere (kVA) or less are exempt from this requirement.

- e. Drawings Required. Prior to Parallel Operation or Momentary Parallel Operation of the Generating Facility, MVU shall approve the Producer's Protective Function and control diagrams. Generating Facilities equipped with Protective Functions and a control scheme previously approved by MVU for system-wide application or only Certified Equipment may satisfy this requirement by reference to previously approved drawings and diagrams.

- f. Generating Facility Conditions Not Identified. In the event this Rule does not address the Interconnection conditions for a particular Generating Facility, MVU and Producer may agree upon other arrangements.
2. PREVENTION OF INTERFERENCE: The Producer shall not operate Generating or Interconnection Facilities that superimpose a voltage or current upon MVU's Distribution System that interferes with MVU operations, service to MVU customers, or communication facilities. If such interference occurs, the Producer must diligently pursue and take corrective action at its own expense after being given notice and reasonable time to do so by MVU. If the Producer does not take corrective action in a timely manner, or continues to operate the facilities causing interference without restriction or limit, MVU may, without liability, disconnect the Producer's facilities from MVU's Distribution System, in accordance with Section B.9 of this Rule. To eliminate undesirable interference caused by its operation, each Generating Facility shall meet the following criteria:
- a. Voltage Regulation: The Generating Facility shall not actively regulate the voltage at the Point of Common Coupling while in parallel with MVU's Distribution System. The Generating Facility shall not cause the service voltage at other customers to go outside the requirements of ANSI C84.1-1995, Range A (IEEE1547-4.1.1).
 - b. Operating Voltage Range: The voltage ranges in Table D.1 define protective trip limits for the Protective Function and are not intended to define or imply a voltage regulation Function. Generating Facilities shall cease to energize MVU's Distribution System within the prescribed trip time whenever the voltage at the Point of Common Coupling deviates from the allowable voltage operating range. The Protective Function shall detect and respond to voltage on all phases to which the Generating Facility is connected.
 - 1) Generating Facilities (30 kVA or less). Generating Facilities with a Gross Nameplate Rating of 30 kVA or less shall be capable of operating within the voltage range normally experienced on MVU's Distribution System. The operating range shall be selected in a manner that minimizes nuisance tripping between 106 volts and 132 volts on a 120-volt base (88%-110% of nominal voltage). Voltage shall be detected at either the Point of Common Coupling or the Point of Interconnection.
 - 2) Generating Facilities (greater than 30 kVA). MVU may have specific operating voltage ranges for Generating Facilities with Gross Nameplate Ratings greater than 30 kVA, and may require adjustable operating voltage settings. In the absence of such requirements, the Generating Facility shall operate at a range between 88% and 110% of the applicable interconnection voltage. Voltage shall be detected at either the Point of Common Coupling

or the Point of Interconnection, with settings compensated to account for the voltage at the Point of Common Coupling; Generating Facilities that are Certified Non-Islanding or that meet one of the options of the Export Screen (Section I.3.b) may detect voltage at the Point of Interconnection without compensation.

- 3) Voltage Disturbances. Whenever MVU's Distribution System voltage at the Point of Common Coupling varies from and remains outside normal (nominally 120 volts) for the predetermined parameters set forth in Table D-1, the Generating Facility's Protective Functions shall cause the Generator(s) to become isolated from MVU's Distribution System:

Table D.1 Voltage Trip Settings

<u>Voltage at Point of Common Coupling</u>		<u>Maximum Trip Time* # of Cycles</u>	
(Assuming 120 V Base)	% of Nominal Voltage	(Assuming 60Hz Nominal)	Seconds
Less than 60 Volts	Less than 50%	10 Cycles	0.16 Seconds
Greater than or equal to 60 volts but less than 106 volts	Greater than or equal to 50% but less than 88%	120 Cycles	2 Seconds
Greater than or equal to 106 volts but less than 132 volts	Greater than or equal to 88% but less than 110%	Normal Operation	
Greater than or equal to 132 volts but less than 144 volts	Greater than or equal to 110% but less than 120%	60 Cycles	1 Second
Greater than 144Volts	Greater than 120%	10 Cycles	0.16 Seconds

** "Maximum Trip time" refers to the time between the onset of the abnormal condition and the Generating Facility ceasing to energize MVU's Distribution System. Protective Function sensing equipment and circuits may remain connected to MVU's Distribution System to allow sensing of electrical conditions for use by the "reconnect" feature. The purpose of the allowed time delay is to allow a Generating Facility to "ride through" short-term disturbances to avoid nuisance tripping. Set points shall not be user adjustable (though they may be field adjustable by qualified personnel). For Generating Facilities with a Gross Nameplate Rating greater than 30 kVA, set points shall be field adjustable and different voltage set points and trip times from those in Table D.1 may be negotiated with MVU.*

- c. Paralleling. The Generating Facility shall parallel with MVU's Distribution System without causing a voltage fluctuation at the Point of

Common Coupling greater than $\pm 5\%$ of the prevailing voltage level of MVU's Distribution System at the Point of Common Coupling, and meet the flicker requirements of Section D.2.d. Section J provides technology-specific tests for evaluating the paralleling Function. (IEEE1547-4.1.3)

- d. Flicker. The Generating Facility shall not create objectionable flicker for other customers on MVU's Distribution System. To minimize the adverse voltage effects experienced by other customers (IEEE1547-4.3.2), flicker at the Point of Common Coupling caused by the Generating Facility should not exceed the limits defined by the "Maximum Borderline of Irritation Curve" identified in IEEE 519-1992 (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, IEEE STD 519-1992). This requirement is necessary to minimize the adverse voltage affects experienced by other customers on MVU's Distribution System. Generators may be connected and brought up to synchronous speed (as an induction motor) provided these flicker limits are not exceeded.
- e. Integration with MVU's Distribution System Grounding. The grounding scheme of the Generating Facility interconnection shall not cause over-voltages that exceed the rating of the equipment connected to the MVU's Distribution System and shall not disrupt the coordination of the ground fault protection on the MVU's Distribution System (IEEE1547-4.1.2) (See Section I.3.h).
- f. Frequency: MVU controls system frequency, and the Generating Facility shall operate in synchronism with the MVU's Distribution System. Whenever MVU's Distribution System frequency at the Point of Common Coupling varies from and remains outside normal (nominally 60 Hz) by the predetermined amounts set forth in Table D.2, the Generating Facility's Protective Functions shall cease to energize MVU's Distribution System within the stated maximum trip time.

Table D.2 Frequency Trip Settings

	Frequency Range	Maximum Trip Time [1]
<u>Generating Facility Rating</u>	<u>(Assuming 60Hz Nominal)</u>	<u>(Assuming 60 Cycles per Second)</u>
Less or equal to 30kW	Less than 59.3 Hz Greater than 60.5 Hz	10 Cycles
Greater than 30kW	Less than 57 Hz	10 Cycles
	Less than an adjustable value between 59.8Hz and 57 Hz but greater than 57 Hz. [2]	Adjustable between 10 and 18,000 Cycles. [2, 3]
	Greater than 60.5 Hz	10 Cycles

[1] - "Maximum Trip time" refers to the time between the onset of the abnormal condition and the Generating Facility ceasing to energize MVU's Distribution System. Protective Function sensing equipment and circuits may remain connected to MVU's Distribution System to allow sensing of electrical conditions for use by the "reconnect" feature. The purpose of the allowed time delay is to allow a Generating Facility to "ride through" short-term disturbances to avoid nuisance tripping. Set points shall not be user adjustable (though they may be field adjustable by qualified personnel). For Generating Facilities with a Gross Nameplate Rating greater than 30 kVA, set points shall be field adjustable and different voltage set points and trip times from those in Table D.2 may be negotiated with MVU.

[2] - Unless otherwise required by MVU, a trip frequency of 59.3 Hz and a maximum trip time of 10 cycles shall be used.

[3] - When a 10 cycle Maximum trip time is used, a second under frequency trip setting is not required.

- g. Harmonics. When the Generating Facility is serving balanced linear loads, harmonic current injection into MVU's Distribution System at the PCC shall not exceed the limits stated below in Table D.3. The harmonic current injections shall be exclusive of any harmonic currents due to harmonic voltage distortion present in MVU's Distribution System without the Generating Facility connected (IEEE1547-4.3.3). The harmonic distortion of a Generating Facility located at a Customer's site shall be evaluated using the same criteria as for the Host Loads.

Table D.3 Maximum harmonic current distortion in percent of current (I) [1,2]

Individual harmonic order, h (odd harmonics) [3]	$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$	Total demand distortion (TDD)
Max Distortion (%)	4.0	2.0	1.5	0.6	0.3	5.0

[1] - IEEE1547-4.3.3

[2] - I = the greater of the maximum Host Load current average demand over 15 or 30 minutes without the Generating Facility, or the Generating Facility rated current capacity (transformed to the Point of Common Coupling when a transformer exists between the Generating Facility and the Point of Common Coupling).

[3] - Even harmonics are limited to 25% of the odd harmonic limits above.

- h. Direct Current Injection. Generating Facilities should not inject direct current greater than 0.5% of rated output current into MVU's Distribution System.
- i. Power Factor. Each Generator in a Generating Facility shall be capable of operating at some point within a power factor range from 0.9 leading to 0.9 lagging. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by MVU. The Producer shall notify MVU if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Producer and MVU, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with MVU's Distribution System.

3. TECHNOLOGY SPECIFIC REQUIREMENTS

- a. Three-Phase Synchronous Generators. For three-phase Generators, the Generating Facility circuit breakers shall be three-phase devices with electronic or electromechanical control. The Producer shall be responsible for properly synchronizing its Generating Facility with MVU's Distribution System by means of either manual or automatic synchronizing equipment. Automatic synchronizing is required for all synchronous Generators that have a Short Circuit Contribution Ratio (SCCR) exceeding 0.05. Loss of synchronism protection is not required except as may be necessary to meet Section D.2.d (Flicker) (IEEE1547-4.2.5) . Unless otherwise agreed upon by the Producer and MVU,

synchronous Generators shall automatically regulate power factor, not voltage, while operating in parallel with MVU's Distribution System. A power system stabilization function is specifically not required for Generating Facilities under 10 MW Net Nameplate Rating.

- b. Induction Generators. Induction Generators (except self-excited Induction Generators) do not require a synchronizing Function. Starting or rapid load fluctuations on induction generators can adversely impact MVU's Distribution System's voltage. Corrective step-switched capacitors or other techniques may be necessary and may cause undesirable ferro-resonance. When these counter measures (e.g., additional capacitors) are installed on the Producer's side of the Point of Common Coupling, MVU must review these measures. Additional equipment may be required as determined in a Supplemental Review or an Interconnection Study.
- c. Inverters. Utility-interactive inverters do not require separate synchronizing equipment. Non-utility-interactive or "stand-alone" inverters shall not be used for Parallel Operation with MVU's Distribution System.
- d. Single-Phase Generators. For single-phase Generators connected to a shared single-phase secondary system, the maximum Net Nameplate Rating of the Generating Facilities shall be 20 kVA. Generators connected to a center-tapped neutral 240-volt service must be installed such that no more than 6 kVA of imbalanced power is applied to the two "legs" of the 240-volt service. For Dedicated Distribution Transformer services, the maximum Net Nameplate Rating of a single-phase Generating Facility shall be the transformer nameplate rating.

4. SUPPLEMENTAL GENERATING FACILITY REQUIREMENTS

- a. Fault Detection. A Generating Facility with a short circuit contribution ratio exceeding 0.1 or one that does not cease to energize MVU's Distribution System within two seconds of the formation of an Unintended Island shall be equipped with Protective Functions designed to detect Distribution System faults, both line-to-line and line-to-ground, and shall cease to energize MVU's Distribution System within two seconds of the initiation of a fault.
- b. Transfer Trip. For a Generating Facility that cannot detect Distribution System faults (both line-to-line and line-to-ground) or the formation of an Unintended Island, and cease to energize MVU's Distribution System within two seconds, MVU may require a Transfer Trip system or an equivalent Protective Function.
- c. Reclose Blocking. Where the aggregate Generating Facility capacity exceeds 15% of the peak load on any automatic reclosing device, MVU

may require additional Protective Functions, including, but not limited to reclose-blocking on some of the automatic reclosing devices.

E. INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS

1. SCOPE AND OWNERSHIP OF INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS
 - a. Scope. Parallel Operation of Generating Facilities may require Interconnection Facilities or modifications to MVU's Distribution System ("Distribution System modifications"). The type, extent and costs of Interconnection Facilities and Distribution System modifications shall be consistent with this Rule and determined through the Supplemental Review and/or Interconnection Studies described in Section C.
 - b. Ownership. Interconnection Facilities installed on Producer's side of the Point of Common Coupling may be owned, operated and maintained by the Producer or MVU. Interconnection Facilities installed on MVU's side of the Point of Common Coupling and Distribution System modifications shall be owned, operated and maintained only by MVU.
2. RESPONSIBILITY OF COSTS OF INTERCONNECTING A GENERATING FACILITY
 - a. Review, Study, and Additional Commissioning Test Verification (pre-parallel inspections) Costs. A producer shall be responsible for the reasonably incurred costs of the reviews studies, and additional Commissioning Test verifications (pre-parallel inspections) conducted pursuant to Section C of the Rule. If the initial Commissioning Test verification (pre-parallel inspection) is not successful through no fault of MVU, MVU may impose upon the Producer a cost-based charge for subsequent Commissioning Test verifications (pre-parallel inspections). All Costs for additional Commissioning Test verifications (pre-parallel inspections) shall be paid by Producer within thirty days of receipt of MVU's invoice. Additional costs, if any, will be specified on the invoice. If the initial Commissioning test (pre-parallel inspection) is not successful through the fault of the MVU, that visit will not be considered the initial Commissioning Test (pre-parallel inspection).
 - b. Facility Costs. A Producer shall be responsible for all costs associated with Interconnection Facilities owned by the Producer. The Producer shall also be responsible for any costs reasonably incurred by MVU in providing, operating, or maintaining the

Interconnection Facilities and Distribution System modifications required solely for the Interconnection of the Producer's Generating Facility with MVU's Distribution System. Generating Facilities eligible for Net Energy Metering under California Public Utilities Code Sections 2827, 2827.8, 2827.9, or 2827.10 are exempt from any costs associated with Distribution System modifications.

- c. Separation of Costs. Should MVU combine the installation of Interconnection Facilities or Distribution System modifications required for the Interconnection of a Generating Facility with modifications to MVU's Distribution System to serve other Customers or Producers, MVU shall not include the costs of such separate or incremental facilities in the amounts billed to the Producer.

3. INSTALLATION OF INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS

- a. Agreement Required. The costs for Interconnection Facilities and Distribution System modifications shall be paid by the Producer pursuant to the provisions contained in the Interconnection Agreement.
- b. Interconnection Facilities and Distribution System Modifications. Except as provided for in Sections E.2.b. and E.3.c. of this Rule, Interconnection Facilities connected to MVU's side of the Point of Common Coupling and Distribution System modifications shall be provided, installed, owned and maintained by MVU at Producer's expense, or may be installed by a third party upon approval by MVU.
- c. Third-Party Installations. Subject to the approval of MVU, a Producer may at its option employ a qualified contractor to provide and install Interconnection Facilities or Producer paid Distribution System modifications, to be owned and operated by MVU, on MVU's side of the Point of Common Coupling. Such Interconnection Facilities and Distribution System modifications shall be installed in accordance with MVU's design and specifications. Upon final inspection and acceptance by MVU, the Producer shall transfer ownership of such Producer installed Interconnection Facilities or Distribution System modifications to MVU and such facilities shall thereafter be owned and maintained by MVU. The Producer shall pay MVU's reasonable cost of design, administration, and monitoring of the installation for such facilities to ensure compliance with MVU's requirements. The Producer shall also be responsible for all costs

associated with the transfer of Producer installed Interconnection Facilities and Distribution System modifications to MVU.

F. METERING, MONITORING AND TELEMETRY

1. **GENERAL REQUIREMENTS:** All Generating Facilities shall be metered in accordance with this Section F and shall meet all applicable standards of MVU contained in MVU's applicable tariffs and published MVU manuals dealing with specifications.
2. **METERING BY NON-MVU PARTIES:** The ownership, installation, operation, reading and testing of revenue Metering Equipment for Generating Facilities shall be by MVU.
3. **NET GENERATION OUTPUT METERING (NGOM):** Generating Facilities' customers may be required to install NGOM for evaluation, monitoring and verification purposes, to satisfy applicable CAISO reliability requirements, and for Distribution System planning and operations.

The relevant factors in determining the need for NGOM are as listed below:

- a. Data requirements in proportion to need for information;
- b. Producer's election to install equipment that adequately addresses MVU's operational requirements;
- c. Accuracy and type of required Metering consistent with purposes of collecting data;
- d. Cost of Metering relative to the need for and accuracy of the data;
- e. The Generating Facility's size relative to the cost of the Meter/monitoring;
- f. Other means of obtaining the data (e.g., Generating Facility logs, proxy data etc.);
- g. Requirements under any interconnection Agreement with the Producer.

The requirements in this Section may not apply to Metering of Generating Facilities operating under MVU's Net Energy Metering tariff pursuant to the California Public Utilities Code Section 2827, et seq. Nothing in this Section F.3 supersedes Section B.4.

4. **POINT OF COMMON COUPLING METERING:** For purposes of assessing MVU charges for retail service, the Producer's PCC Metering shall be a bi-directional meter so that power deliveries to and from the Producer's site can be separately recorded. Alternately, the Producer may, at its sole option and cost, require MVU to install multi-metering equipment to separately record power

deliveries to MVU's Distribution System and retail purchases from MVU. Where necessary, such PCC Metering shall be designed to prevent reverse registration.

5. **TELEMETERING:** If the nameplate rating of the Generating Facility is 1 MW or greater, Telemetering equipment at the Net Generator Output Metering location may be required at the Producer's expense. If the Generating Facility is Interconnected to a portion of MVU's Distribution System operating at a voltage below 10 kV, then Telemetering equipment may be required on Generating Facilities 250 kW or greater. MVU shall only require Telemetering to the extent that less intrusive and/or more cost effective options for providing the necessary data in real time are not available.
6. **LOCATION:** Where MVU-owned Metering is located on the Producer's premises, Producer shall provide, at no expense to MVU, a suitable location for all such Metering Equipment.
7. **COSTS OF METERING:** The Producer will bear all costs of the Metering required by this Rule, including the incremental costs of operating and maintaining the Metering Equipment.

G. DISPUTE RESOLUTION PROCESS

The following procedures will apply for disputes arising from this Rule:

1. The City Council shall have jurisdiction to interpret, add, delete or modify any provision of this Rule or of any agreements entered into between MVU and the Producer to implement this tariff ("The Implementing Agreements") and to resolve disputes regarding MVU's performance of its obligations under its tariffs, the applicable agreements, and requirements related to the Interconnection of the Producer's Generating or Interconnection Facilities pursuant to this Rule.
2. The dispute shall be submitted in writing by the Producer to MVU. Authorized representatives from both Parties shall meet and confer to try to resolve the dispute. If the Parties cannot resolve the dispute, the dispute will be submitted to the City Council for resolution. Their decision shall be final.
3. Pending resolution of any dispute under this Section, the Parties shall proceed diligently with the performance of their respective obligations under this Rule and the Implementing Agreements, unless the Implementing Agreements have been terminated. Disputes as to the application and implementation of this Section shall be subject to resolution pursuant to the procedures set forth in this Section.

H. DEFINITIONS

The definitions in this Section H are applicable only to this Rule, the Application and Interconnection Agreements.

Anti-Islanding: A control scheme installed as part of the Generating Facility or Interconnection Facilities that senses and prevents the formation of an Unintended Island.

Applicant: The entity submitting an Application for Interconnection pursuant to this Rule.

Application: A Commission-approved standard form submitted to MVU for Interconnection of a Generating Facility.

Certification Test: A test pursuant to this Rule that verifies conformance of certain equipment with Commission-approved performance standards in order to be classified as Certified Equipment. Certification Tests are performed by NRTLs.

Certification; Certified; Certificate: The documented results of a successful Certification Testing.

Certified Equipment: Equipment that has passed all required Certification Tests.

Commissioning Test: A test performed during the commissioning of all or part of a Generating Facility to achieve one or more of the following:

- Verify specific aspects of its performance;
- Calibrate its instrumentation; and
- Establish instrument or Protective Function set-points.

Customer: The entity that receives or is entitled to receive Distribution Service through the MVU's Distribution System.

Dedicated Transformer; Dedicated Distribution Transformer: A transformer that provides electricity service to a single Customer. The Customer may or may not have a Generating Facility.

Device: A mechanism or piece of equipment designed to serve a purpose or perform a function. The term may be used interchangeably with the terms "equipment" and "function" without intentional difference in meaning. See also Function and Protective Function.

Distribution Service: All services required by, or provided to, a Customer pursuant to the approved tariffs of MVU other than services directly related to the Interconnection of a Generating Facility under this Rule.

Distribution System: All electrical wires, equipment, and other facilities owned or provided by MVU, other than Interconnection Facilities, by which MVU provides Distribution Service to its Customers.

Emergency: An actual or imminent condition or situation, which jeopardizes MVU's Distribution System Integrity.

Field Testing: Testing performed in the field to determine whether equipment meets MVU's requirements for safe and reliable Interconnection.

Function: Some combination of hardware and software designed to provide specific features or capabilities. Its use, as in Protective Function, is intended to encompass a range of implementations from a single-purpose device to a section of software and specific pieces of hardware within a larger piece of equipment to a collection of devices and software.

Generating Facility: All Generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power.

Generator: A device converting mechanical, chemical or solar energy into electrical energy, including all of its protective and control Functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Gross Nameplate Rating; Gross Nameplate Capacity: The total gross generating capacity of a Generator or Generating Facility as designated by the manufacturer(s) of the Generator(s).

Host Load: The electrical power, less the Generator auxiliary load, consumed by the Customer, to which the Generating Facility is connected.

Initial Review: The review by MVU, following receipt of an Application, to determine the following: (a) the Generating Facility qualifies for Simplified Interconnection; or (b) if the Generating Facility can be made to qualify for Interconnection with a Supplemental Review determining any additional requirements.

In-rush Current: The current determined by the In-rush Current Test.

Interconnection Agreement: An agreement between MVU and the Producer providing for the Interconnection of a Generating Facility that gives certain rights and obligations to effect or end Interconnection. For the purposes of this Rule, Net Energy Metering or Power Purchase Agreements authorized by the Commission are also defined as Interconnection Agreements.

Interconnection; Interconnected: The physical connection of a Generating Facility in accordance with the requirements of this Rule so that Parallel Operation with MVU's Distribution System can occur (has occurred).

Interconnection Facilities: The electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately.

Interconnection Study: A study to establish the requirements for Interconnection of a Generating Facility with MVU's Distribution System.

Island; Islanding: A condition on MVU's Distribution System in which one or more Generating Facilities deliver power to Customers using a portion of MVU's Distribution System that is electrically isolated from the remainder of MVU's Distribution System.

Line Section: That portion of MVU's Distribution System connected to a Customer bounded by automatic sectionalizing devices or the end of the distribution line.

Load Carrying Capability: The maximum electrical load that may be carried by a section of MVU's Distribution System consistent with reliability and safety under the circumstances being evaluated.

Metering: The measurement of electrical power in kW and/or energy in kWh, and, if necessary, reactive power in kVAR at a point, and its display to MVU, as required by this Rule.

Metering Equipment: All equipment, hardware, software including meter cabinets, conduit, etc., that are necessary for Metering.

Momentary Parallel Operation: The interconnection of a Generating Facility to the Distribution System for one second (60 cycles) or less.

Nationally Recognized Testing Laboratory (NRTL): A laboratory accredited to perform the Certification Testing requirements under this Rule.

Net Energy Metering: Metering for the receipt and delivery of electricity between the Producer and MVU pursuant to Section 2827, 2827.8, 2827.9, or 2827.10 of the Public Utilities Code.

Net Generation Output Metering: Metering of the net electrical power output in kW or energy in kWh, from a given Generating Facility. This may also be the measurement of the difference between the total electrical energy produced by a Generator and the electrical energy consumed by the auxiliary equipment necessary to operate the Generator. For a Generator with no Host Load and/or Public Utilities Code Section 218 Load (Section 218 Load), Metering that is located at the Point of Common Coupling. For a Generator with Host Load and/or Section 218 Load, Metering that is located at the Generator but after the point of auxiliary load(s) and prior to serving Host Load and/or Section 218 Load.

Net Nameplate Rating: The Gross Nameplate Rating minus the consumption of electrical power of a Generator or Generating Facility as designated by the manufacturer(s) of the Generator(s).

Network Service: More than one electrical feeder providing Distribution Service at a Point of Common Coupling.

Non-Export; Non-Exporting: Designed to prevent the transfer of electrical energy from the Generating Facility to MVU's Distribution System.

Non-Islanding: Designed to detect and disconnect an Unintended Island with matched load and generation. Reliance solely on under/over voltage and frequency trip is not considered sufficient to qualify as Non-Islanding.

Parallel Operation: The simultaneous operation of a Generator with power delivered or received by MVU while Interconnected. For the purpose of this Rule, Parallel Operation includes only those Generating Facilities that are Interconnected with MVU's Distribution System for more than 60 cycles (one second).

Paralleling Device: An electrical device, typically a circuit breaker, operating under the control of a synchronization function or by a qualified operator to connect an energized generator to an energized electric power system or two energized power systems to each other.

Periodic Test: A test performed on part or all of a Generating Facility/ Interconnection Facilities at pre-determined time or operational intervals to achieve one or more of the following: (1) Verify specific aspects of its performance; (2) Calibrate instrumentation; and (3) Verify and re-establish instrument or Protective Function set-points.

Point of Common Coupling (PCC): The transfer point for electricity between the electrical conductors of MVU and the electrical conductors of the Producer.

Point of Common Coupling Metering: Metering located at the Point of Common Coupling. This is the same Metering as Net Generation Metering for Generating Facilities with no Host Load and/or Section 218 Load.

Point of Interconnection: The electrical transfer point between a Generating Facility and MVU's Distribution System. This may or may not be coincident with the Point of Common Coupling.

Producer: The entity that executes an Interconnection Agreement with MVU. The Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Interconnection Agreement.

Production Test: A test performed on each device coming off the production line to verify certain aspects of its performance.

Protective Function(s): The equipment, hardware and/or software in a Generating Facility (whether discrete or integrated with other functions) whose purpose is to protect against Unsafe Operating Conditions.

Prudent Electrical Practices: Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency and economy.

Scheduled Operation Date: The date specified in the Interconnection Agreement when the Generating Facility is, by the Producer's estimate, expected to begin operation pursuant to this Rule.

Secondary Network: A network supplied by several primary feeders suitably interlaced through the area in order to achieve acceptable loading of the transformers under emergency conditions and to provide a system of extremely high service reliability. Secondary networks usually operate at 600 V or lower.

Section 218 Load: Electrical power that is supplied in compliance with California Public Utilities Code Section 218. Public Utilities Code Section 218 defines an "Electric Corporation" and provides conditions under which a transaction involving a Generating Facility would not classify a Producer as an Electric Corporation. These conditions relate to "over-the-fence" sale of electricity from a Generating Facility without using MVU's Distribution System.

Short Circuit (Current) Contribution Ratio (SCCR): The ratio of the Generating Facility's short circuit contribution to the short circuit contribution provided through MVU's Distribution System for a three-phase fault at the high voltage side of the distribution transformer connecting the Generating Facility to MVU's system.

Simplified Interconnection: Interconnection conforming to the Initial Review requirements under this Rule, as determined by Section I.

Single Line Diagram; Single Line Drawing: A schematic drawing, showing the major electric switchgear, Protective Function devices, wires, Generators, transformers and other devices, providing sufficient detail to communicate to a qualified engineer the essential design and safety of the system being considered.

Special Facilities: As defined in MVU's Rules governing Special Facilities.

Starting Voltage Drop: The percentage voltage drop at a specified point resulting from In-rush Current. The Starting Voltage Drop can also be expressed in volts on a particular base voltage, (e.g., 6 volts on a 120-volt base, yielding a 5% drop).

Supplemental Review: A process wherein MVU further reviews an Application that fails one or more of the Initial Review Process screens. The Supplemental Review may result in one of the following: (a) approval of Interconnection; (b) approval of

Interconnection with additional requirements; or (c) cost and schedule for an Interconnection Study.

System Integrity: The condition under which MVU's Distribution System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of MVU.

Telemetry: The electrical or electronic transmittal of Metering data in real-time to MVU.

Transfer Trip: A Protective Function that trips a Generating Facility remotely by means of an automated communications link controlled by MVU.

Type Test: A test performed on a sample of a particular model of a device to verify specific aspects of its design, construction and performance.

Unintended Island: The creation of an island, usually following a loss of a portion of MVU's Distribution System, without the approval of MVU.

Unsafe Operating Conditions: Conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Interconnection Agreement.

I. REVIEW PROCESS FOR APPLICATIONS TO INTERCONNECT GENERATION FACILITIES

1. INTRODUCTION

This Review Process allows for rapid approval for the interconnection of those Generating Facilities that do not require an Interconnection Study. The review process includes a screening to determine if a Supplemental Review is required.

Note: Failure to pass any screen of the review process means only that further review and/or studies are required before the Generating Facility can be approved for Interconnection with MVU's Distribution System. It does not mean that the Generating Facility cannot be Interconnected. Though not explicitly covered in the Initial Review Process the Generating Facility shall be designed to meet all of the applicable requirements in Section D.

2. PURPOSE

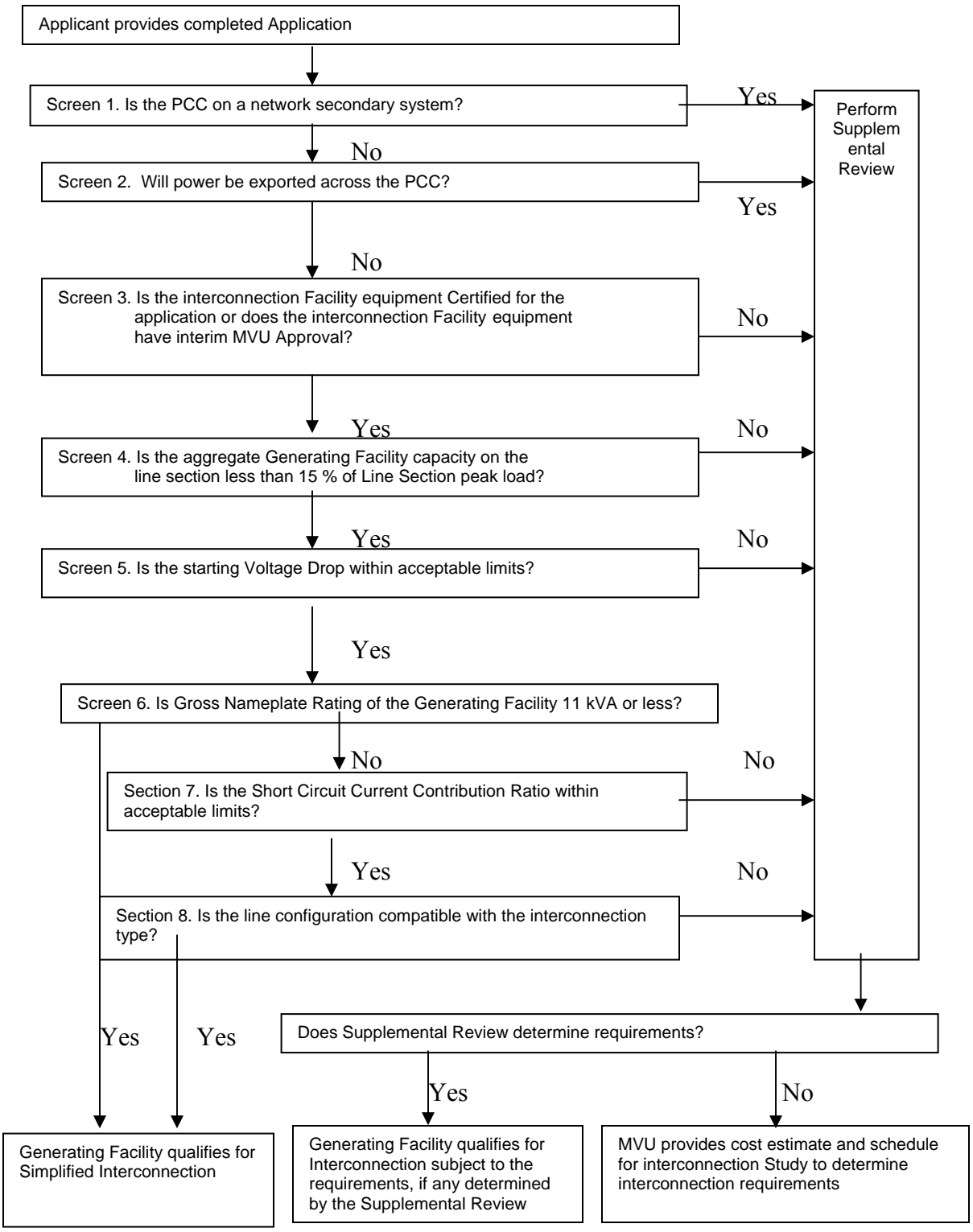
The review determines the following:

- a. If a Generating Facility qualifies for Simplified Interconnection;
- b. If a Generating Facility can be made to qualify for Interconnection with a Supplemental Review determining any additional requirements; or

- c. If an Interconnection Study is required, the cost estimate and schedule for performing the Interconnection Study.

3. REVIEW PROCESS DETAILS

Initial and Supplemental Review Process Flow Chart



a. Screen 1: Is the PCC on a Networked Secondary System?

- If yes, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.
- If No, continue to next screen.

Significance: Special considerations must be given to Generating Facilities proposed to be installed on networked secondary Distribution Systems because of the design and operational aspects of network protectors. There are no such considerations for radial Distribution Systems.

b. Screen 2: Will power be exported across the PCC?

- If yes, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.
- If No, the Generating Facility must incorporate one of the following four options:

Option 1 (“Reverse Power Protection”): To ensure that power is not exported across the PCC, a reverse power Protective Function may be provided.. The default setting for this Protective Function, when used, shall be 0.1% (export) of the service transformer’s rating, with a maximum 2.0 second time delay.

Option 2 (“Minimum Power Protection”): To ensure that at least a minimum amount of power is imported across the PCC at all times (and therefore, that power is not exported), an under-power Protective Function may be provided.. The default setting for this Protective Function, when used, shall be 5% (import) of the Generating Facility’s total Gross Nameplate Rating, with a maximum 2.0 second time delay.

Option 3 (“Certified Non-Islanding Protection”): To ensure that the incidental export of power across the PCC is limited to acceptable levels, this option, when used, requires that all of the following conditions be met: (a) the total Gross Nameplate Capacity of the Generating Facility must be no more than 25% of the nominal ampere rating of the Producer’s service equipment; (b) the total Gross Nameplate Capacity of the Generating Facility must be no more than 50% of the Producer’s service transformer capacity rating (this capacity requirement does not apply to customers taking primary service without an intervening transformer); and (c) the Generating Facility must be certified as Non-Islanding.

The ampere rating of the Customer’s Service Equipment to be used in this evaluation will be that rating for which the customer’s utility service was originally sized or for which an upgrade has been approved. It is not the intent of this provision to allow increased export simply by increasing the

size of the customer's service panel, without separate approval for the resize.

Option 4 ("Relative Generating Facility Rating"): This option, when used, requires Net Nameplate Rating of the Generating Facility to be so small in comparison to its host facility's minimum load, that the use of additional Protective Functions is not required to insure that power will not be exported to MVU's Distribution System. This option requires the Generating Facility capacity to be no greater than 50% of the Producer's verifiable minimum Host Load over the past 12 months.

Significance:

- 1) If it can be ensured that the Generating Facility will not export power, MVU's Distribution System does not need to be studied for Load-Carrying Capability or Generating Facility power flow effects on MVU voltage regulators.
 - 2) This Screen permits the use of reverse-power or minimum-power relaying as a Non-Islanding Protective Function (Options 1, 2 and 3).
 - 3) This Screen allows, under certain defined conditions, for Generating Facilities that incorporate Certified Non-Islanding protection to qualify for Simplified
- c. Screen 3: Is the Interconnection Facilities equipment Certified for the application or does the Interconnection Facilities equipment have interim MVU approval?
- If Yes, continue to next screen.
 - If No, the Generating Facility and/or Interconnection Facilities does not qualify or Simplified Interconnection. Perform Supplemental Review.

Interim approval allows the MVU to treat equipment that has not completed the Rule 21 certification requirements as having met the intent of this screen. Interim approval is granted, at MVU's discretion, on a case by case basis, and approval for one Generating Facility does not guarantee approval for any other Generating Facility

Significance: If the Generating Facility and/or Interconnection Facilities has been Certified or previously approved by MVU, MVU does not need to repeat its full review and/or test of the Generating and/or Interconnection Facilities' Protective Functions. Site Commissioning Testing may still be required to insure that the Protective Functions are working properly.

Certification indicates that the criteria in Section J, as appropriate, have been tested and verified.

- d. Screen 4: Is the aggregate Generating Facility capacity on the Line Section less than 15% of Line Section peak load?

- If Yes, continue to next screen.
- If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review to determine cumulative impact on Line Section.

Significance:

- 1) Low penetration of Generating Facility installations will have a minimal impact on the operation and load restoration efforts of MVU's Distribution System.
- 2) The operating requirements for a high penetration of Generating Facilities may be different since the impact on MVU's Distribution System will no longer be minimal, therefore requiring additional study or controls.

- e. Screen 5: Is the Starting Voltage Drop within acceptable limits?

- If Yes, continue to next screen.
- If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.

Note: This Screen only applies to Generating Facilities that start by motoring the Generator(s).

MVU has two options in determining whether Starting Voltage Drop is acceptable. The option to be used is at MVU's discretion:

Option 1: MVU may determine that the Generating Facility's starting In-rush Current is equal to or less than the continuous ampere rating of the customer's service equipment.

Option 2: MVU may determine the impedances of the service distribution transformer (if present) and the secondary conductors to Customer's service equipment and perform a voltage drop calculation. Alternatively, MVU may use tables or nomographs to determine the voltage drop. Voltage drops caused by starting a Generator as a motor must be less than 2.5% for primary interconnections and 5% for secondary interconnections.

Significance:

- 1) This Screen addresses potential voltage fluctuation problems that may be caused by Generators that start by motoring.
 - 2) When starting, Generating Facilities should have minimal impact on the service voltage to other MVU Customers.
 - 3) Passing this screen does not relieve the Producer from ensuring that its Generating Facility complies with the flicker requirements of this Rule, Section D.2.d.
- f. Screen 6: Is the Gross Nameplate Rating of the Generating Facility 11 kVA or less?
- If Yes, the Generating Facility qualifies for Simplified Interconnection. Skip remaining screens.
 - If No, continue to next screen.

Significance:

The Generating Facility will have a minimal impact on fault current levels and any potential line overvoltages from loss of MVU's Distribution System neutral grounding.

- g. Screen 7: Is the Short Circuit Current Contribution Ratio within acceptable limits?
- If Yes, continue to next screen.
 - If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.

The Short Circuit Current Contribution Ratio Screen consists of two criteria; both of which must be met when applicable:

- 1) When measured at primary side (high side) of a Dedicated Distribution Transformer serving a Generating Facility, the sum of the Short Circuit Contribution Ratios of all generating facilities connected to MVU's Distribution System circuit that serves the Generating Facility must be less than or equal to 0.1, and
- 2) When measured at the secondary side (low side) of a shared distribution transformer, the short circuit contribution of the proposed Generating Facility must be less than or equal to 2.5% of the interrupting rating of the Producer's Service Equipment.

Significance:

If the Generating Facility passes this screen it can be expected that it will have no significant impact on MVU's Distribution System's short circuit

duty, fault detection sensitivity, relay coordination or fuse-saving schemes.

h. Screen 8: Is the Line Configuration compatible with the Interconnection type?

- If Yes, the Generating Facility qualifies for Simplified Interconnection.

- If No, then the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.

Line Configuration Screen: Identify primary distribution line configuration that will serve the Generating Facility. Based on the type of Interconnection to be used for the Generating Facility, determine from the Table I.1 if the proposed Generating Facility passes the screen.

Table I.1

Primary Distribution Line Type Configuration	Type of Interconnection to be Made to Primary Distribution Line	Results/Criteria
Three-phase, three wire	Any type	Pass Screen
Three-phase, four wire	Single-phase, line-to-neutral	Pass Screen
Three-phase, four wire (For any line that has such a section OR mixed three wire and four wire)	All others	To pass, aggregate GF Nameplate Rating must be less than or equal to 10% of Line Section peak load

Significance: If the primary distribution line serving the Generating Facility is of a “three-wire” configuration, or if the Generating Facility’s distribution transformer is single-phase and connected in a line-to-neutral configuration, then there is no concern about overvoltages to MVU’s, or other Customer’s equipment caused by loss of system neutral grounding during the operating time of the Non-Islanding Protective Function.

J. CERTIFICATION AND TESTING CRITERIA

1. INTRODUCTION

This Section describes the test procedures and requirements for equipment used for the Interconnection of Generating Facilities to MVU’s Distribution System. Included are Type Testing, Production Testing, Commissioning Testing and Periodic Testing. The procedures listed rely heavily on those described in appropriate Underwriters Laboratory (UL), Institute of Electrical and Electronic Engineers (IEEE), and International Electrotechnical Commission (IEC) documents—most notably UL 1741 and IEEE 929, as well as the testing

described in *May 1999 New York State Public Services Commission Standardized Interconnection Requirements*. As noted in Section A, this rule has been revised to be consistent with ANSI/IEEE 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems*.

The tests described here, together with the technical requirements in Section D of this Rule, are intended to provide assurance that the Generating Facility's equipment will not adversely affect MVU's Distribution System and that a Generating Facility will cease providing power to MVU's Distribution System under abnormal conditions. The tests were developed assuming a low level of Generating Facility penetration or number of connections to MVU's Distribution System. At high levels of Generating Facility penetration, additional requirements and corresponding test procedures may need to be defined.

Section J also provides criteria for "Certifying" Generators or inverters. Once a Generator or inverter has been Certified per this Rule, it may be considered suitable for Interconnection with MVU's Distribution System. Subject to the exceptions described in Section J, MVU will not repeat the design review or require retesting of such Certified Equipment. It should be noted that the Certification process is intended to facilitate Generating Facility Interconnections. Certification is not a prerequisite to interconnect a Generating Facility.

The revisions made to this rule relative to IEEE 1547-2003 have resulted in changes in set points, test criteria, test procedures, and other requirements that will impact previously certified or listed equipment as well as equipment currently under evaluation. These changes were made to provide consistency with IEEE 1547. Equipment that is certified or that has been submitted to a Nationally Recognized Testing Laboratory (NRTL) for testing prior to the adoption of the revised Underwriters Laboratories (UL) 1741 titled Inverters, Converters, Controllers and Interconnection Systems Equipment for use with Distributed Energy Resources and that subsequently meet the provisions Rule 21 certification requirements will continue to be accepted as Certified Equipment for Interconnection Applications submitted through May 7, 2007, the effective date of the revised UL 1741. [this change will be incorporated by Advice Letter in Dec. 2005]

2. CERTIFIED AND NON-CERTIFIED INTERCONNECTION EQUIPMENT

a. Certified Equipment

Equipment tested and approved (e.g., "Listed") by an accredited NRTL as having met both the Type Testing and Production Testing requirements described in this document is considered to be Certified Equipment for purposes of Interconnection with MVU's Distribution System. Certification may apply to either a pre-packaged system or an assembly of components that address the necessary functions. Type Testing may be done in the manufactures' factory or test laboratory, or in the field. At the

discretion of the testing laboratory, field-certification may apply only to the particular installation tested. In such cases, some or all of the tests may need to be repeated at other installations.

When equipment is certified by a NRTL, the NRTL shall provide to the manufacturer, at a minimum, a Certificate with the following information for each device:

Administrative:

- 1) The effective date of Certification or applicable serial number (range or first in series), and/or other proof that Certification is current;
- 2) Equipment model number(s) of the Certified Equipment;
- 3) The software version utilized in the equipment, if applicable;
- 4) Test procedures specified (including date or revision number); and
- 5) Laboratory accreditation (by whom and to what standard).

Technical (as appropriate):

- 1) Device ratings (kW, kVA, Volts, Amps, etc.);
- 2) Maximum available fault current in Amps;
- 3) In-rush Current in Amps;
- 4) Trip points, if factory set (trip value and timing);
- 5) Trip point and timing ranges for adjustable settings;
- 6) Nominal power factor or range if adjustable;
- 7) If the equipment is Certified for Non-Exporting and the method used (reverse power or under power); and
- 8) If the equipment is Certified Non-Islanding.

It is the responsibility of the equipment manufacturer to ensure that Certification information is made publicly available by the manufacturer, the testing laboratory or by a third party.

b. Non-Certified Equipment

For non-Certified Equipment, some or all of the tests described in this Rule may be required by MVU for each Generating Facility and/or

Interconnection Facilities. The manufacturer or a laboratory acceptable to MVU may perform these tests. Test results for Non-Certified Equipment must be submitted to MVU for the Supplemental Review. Approval by MVU for equipment used in a particular Generating Facility and/or Interconnection Facilities does not guarantee MVU's approval for use in other Generating Facility and/or Interconnection Facilities.

3. TYPE TESTING

- a. Type Tests and Criteria for Interconnection Equipment Certification. Type Testing provides a basis for determining that equipment meets the specifications for being designated as Certified Equipment under this Rule. The requirements described in this Section cover only issues related to Interconnection and are not intended to address equipment safety or other issues.

Table J.1. defines the test criteria by Generator or inverter technology. While UL 17411 was written specifically for inverters, the requirements are readily adaptable to synchronous Generators, induction Generators, as well as single/multi-function controllers and protection relays. Until a universal test standard is developed, MVU or NRTL shall adapt the procedures referenced in Table J.1 as appropriate and necessary for a Generating Facility and/or Interconnection Facilities or associated equipment performance and its control and Protective Functions. The tests shall be performed in the sequence shown in Table J.2 below.

Table J.1 Type Tests and Requirements for Interconnection Equipment Certification

Type Test	Reference (1)	Inverter	Synchronous Generator	Induction Generator
Utility Interaction	UL 1741 – 39	X	X	X
DC Isolation	UL 1741 – 40.1	X	-	-
Simulated PV Array (Input) Requirements	UL 1741 – 41.2	X	-	-
Dielectric Voltage Withstand	UL 1741 – 44	X	X	X
Power Factor	UL 1741 – 45.2.2	X	X	X
Harmonic Distortion	UL 1741 – 45.4	X	X	X
DC Injection	UL 1741 – 45.5	X	-	-
Utility Voltage and Frequency Variation	UL 1741 – 46.2	X	X	X
Reset Delay	UL 1741 – 46.2.3	X	X	X
Loss of Control Circuit	UL 1741 – 46.4	X	X	X
Short Circuit	UL 1741 – 47.3	X	X	X
Load Transfer	UL 1741 – 47.7	X	X	X
Surge Withstand Capability	J.3.e	X	X	X
Anti-Islanding	J.3.b	(2)	(2)	(2)
Non-Export	J.3.c	(3)	(3)	(3)
In-rush Current	J.3.d	-	-	(4)
Synchronization	J.3.f	(5)	X	(5)

Table Notes: (1) References are to section numbers in either UL 1741 (Inverters, Converters and Charge Controllers for use in Independent Power Systems) or this Rule. References in UL 1741 to “photovoltaics” or “inverter” may have to be adapted to the other technologies by the testing laboratory to appropriately apply in the tests to other technologies.

(2) Required only if Non-Islanding designation

(3) Required only if Non-Export designation is desired.

(4) Required for Generators that use MVU power to motor to speed.

(5) Required for all self-excited induction Generators as well as Inverters that operate as voltage sources when connected to MVU’s Distribution System.

X = Required , - = Not Required

Table J.2 Type Tests Sequence for Interconnection Equipment Certification

Test No.	Type Test
1	Utility Voltage and Frequency Variation
2	Synchronization
3	Surge Withstand Capability
4	Utility Voltage and Frequency Variation
5	Synchronization
6	Other Required and Optional Tests
Tests 1, 2, and 3, must be done first and in the order shown. Tests 4 and on follow in order convenient to the test agency.	

b. Anti-Islanding Test

Devices that pass the Anti-Islanding test procedure described in UL 1741 Section 46.3 will be considered Non-Islanding for the purposes of these interconnection requirements. The test is required only for devices for which a Certified Non-Islanding designation is desired.

c. Non-Export Test

Equipment that passes the Non-Export test procedure described in Section J.7.a. will be considered Non-Exporting for the purposes of these Interconnection requirements. This test is required only for equipment for which a Certified Non-Export designation is desired.

d. In-rush Current Test

Generation equipment that utilizes MVU power to motor up to speed will be tested using the procedure defined in Section J.7.b. to determine the maximum current drawn during this startup process. The resulting In-rush Current is used to estimate the Starting Voltage Drop.

e. Surge Withstand Capability Test

The interconnection equipment shall be tested for the surge withstand requirement in D.1.c in all normal operating modes in accordance with IEEE Std C62.45-2002 for equipment rated less than 1000 V to confirm that the surge withstand capability is met by using the selected test level(s) from IEEE Std C62.41.2-2002. Interconnection equipment rated greater than 1000 V shall be tested in accordance with manufacturer or system integrator designated applicable standards. For interconnection equipment signal and control circuits, use IEEE Std C37.90.1-2002. These tests shall confirm the equipment did not fail, did not misoperate, and did not provide misinformation (IEEE1547-5.1.3.2). The location/exposure category for

which the equipment has been tested shall be clearly marked on the equipment label or in the equipment documentation. External surge protection may be used to protect the equipment in harsher location/exposure categories.

f. Synchronization Test

This test is applied to synchronous Generators, self-excited induction generators, and inverters capable of operating as voltage-source while connected to MVU's Distribution System. The test is also applied to the resynchronization Function (transition from stand-alone to parallel operation) on equipment that provides such functionality. This test may not need to be performed on both the synchronization and re-synchronization functions if the manufacturers can verify to the satisfaction of the testing organization that monitoring and controls hardware and software are common to both functions. This test is not necessary for induction generators or current-source inverters. Instead, the In-rush Current test Section J.3.d shall be applied to those generators.

This test shall demonstrate that at the moment of the paralleling-device closure, all three synchronization parameters in Table J.3 are within the stated limits. This test shall also demonstrate that if any of the parameters are outside of the limits stated in the table, the paralleling-device shall not close (IEEE 1547- 5.1.2A). The test will start with only one of the three parameters: (1) voltage difference between Generating Facility and MVU's Distribution System; (2) frequency difference; or (3) phase angle outside of the synchronization specification. Verify that the Generating Facility is brought within specification prior to synchronization. Repeat the test five times for each of the three parameters. For manual synchronization with synch check or manual control with auto synchronization, the test must verify that paralleling does not occur until the parameters are brought within specifications.

Table J.3. Synchronization Parameter Limits [1]

Aggregate Rating of Generator Units (kVA)	Frequency Difference (Δf , Hz)	Voltage Difference (ΔV , %)	Phase Angle Difference ($\Delta\phi$, \square)
0-500	0.3	10	20
> 500-1,500	0.2	5	15
> 1,500-10,000	0.1	3	10

[1] – IEEE 1547-5.1.1B

g. Paralleling Device Withstand Test

The di-electric voltage withstand test specified in Section J.1 shall be performed on the paralleling device to ensure compliance with those requirements specified in Section D.1.c (IEEE 1547-5.1.3.3).

4. Production Testing

As a minimum, each interconnection system shall be subjected to the Utility Voltage and Frequency Variation Test procedure described in UL1741 under Manufacturing and Production Tests, Section 68 and the Synchronization test specified in Section J.3.f Interconnection systems with adjustable set points shall be tested at a single set of set points as specified by the manufacturer. This test may be performed in the factory or as part of a Commissioning Test (Section J.5.).

5. Commissioning Testing

- a. Commissioning Testing, where required, will be performed on-site to verify protective settings and functionality. Upon initial Parallel Operation of a Generating Facility, or any time interface hardware or software is changed that may affect the functions listed below, a Commissioning Test must be performed. An individual qualified in testing protective equipment (professional engineer, factory-certified technician, or licensed electrician with experience in testing protective equipment) must perform Commissioning Testing in accordance with the manufacturer's recommended test procedure to verify the settings and requirements per this Rule.

MVU may require written Commissioning test procedure be submitted to MVE at least 10 working days prior to the performance of the Commissioning Test. MVU has the right to witness Commissioning Test, MVU may also require written certification by the installer describing which tests were performed and their results. Protective Functions to be tested during commissioning, particularly with respect to non-Certified equipment, may consist of the following:

- (1) Over and under voltage
- (2) Over and under frequency
- (3) Anti-Islanding function (if applicable)
- (4) Non-Exporting function (if applicable)
- (5) Inability to energize dead line
- (6) Time delay on restart after utility source is stable
- (7) Utility system fault detection (if used)
- (8) Synchronizing controls (if applicable)
- (9) Other Interconnection Protective Functions that may be required as part of the Interconnection Agreement

Commissioning Test shall include visual inspections of the interconnection equipment and protective settings to confirm compliance with the interconnection requirements.

b. Other checks and tests that may need to be performed include:

- (1) Verifying final Protective Function settings
- (2) Trip test (J.5.f)
- (3) In-service tests (J.5.g)

c. Certified Equipment

Generating Facilities qualifying for Simplified Interconnection incorporate Certified Equipment that have, at a minimum, passed the Type Tests and Production Tests described in this Rule and are judged to have little or no potential impact on MVU's Distribution System. For such Generating Facilities,

it is necessary to perform only the following tests:

- (1) Protective Function settings that have been changed after Production Testing will require field verification. Tests shall be performed using injected secondary frequencies, voltages and currents, applied waveforms, at a test connection using a Generator to simulate abnormal utility voltage or frequency, or varying the set points to show that the device trips at the measured (actual) utility voltage or frequency.
- (2) The Non-Islanding function shall be checked by operating a load break disconnect switch to verify the Interconnection equipment ceases to energize MVU's Distribution System and does not re-energize it for the required time delay after the switch is closed.
- (3) The Non-Exporting function shall be checked using secondary injection techniques. This function may also be tested by adjusting the Generating Facility output and local loads to verify that the applicable Non-Exporting criteria (i.e., reverse power or underpower) are met.

The Supplemental Review or an Interconnection Study may impose additional components or additional testing.

d. Non-Certified Equipment

Non-certified Equipment shall be subjected to the appropriate tests described in Type Testing (Section J.3.) as well as those described in

Certified Equipment Commissioning Tests (Section J.5.c.). With MVU's approval, these tests may be performed in the factory, in the field as part of commissioning, or a combination of both. MVU, at its discretion, may also approve a reduced set of tests for a particular Generating Facility or, for example, if it determines it has sufficient experience with the equipment.

e. Verification of Settings

At the completion of Commission testing, the Producer shall confirm all devices are set to MVU-approved settings. Verification shall be documented in the Commissioning Test Certification.

f. Trip Tests

Interconnection Protective Functions and devices (e.g. reverse power relays) that have not previously been tested as part of the Interconnection Facilities with their associated interrupting devices (e.g. contactor or circuit breaker) shall be trip tested during commissioning. The trip test shall be adequate to prove that the associated interrupting devices open when the protective devices operate. Interlocking circuits between Protective Function devices or between interrupting devices shall be similarly tested unless they are part of a system that has been tested and approved during manufacturing.

g. In-service Tests

Interconnection Protective Functions and devices that have not previously been tested as part of the Interconnection Facilities with their associated instrument transformers or that are wired in the field shall be given an in-service test during commissioning. This test will verify proper wiring, polarity, CT/PT ratios, and proper operation of the measuring circuits. The in-service test shall be made with the power system energized and carrying a known level of current. A measurement shall be made of the magnitude and phase angle of each Alternating Current (AC) voltage and current connected to the protective device and the results compared to expected values. For protective devices with built-in Metering Functions that report current and voltage magnitudes and phase angles, or magnitudes of current, voltage, and real and reactive power, the metered values may be used for in-service testing. Otherwise, portable ammeters, voltmeters, and phase-angle meters shall be used.

6. Periodic Testing

Periodic Testing of Interconnection-related Protective Functions shall be performed as specified by the manufacturer, or at least every four years. All Periodic Tests prescribed by the manufacturer shall be performed. The Producer shall maintain Periodic Test reports or a log for inspection by MVU. Periodic Testing conforming to MVU test intervals for the particular Line Section may be specified by MVU under special circumstances, such as high fire hazard areas. Batteries used to activate any Protective Function shall be checked and logged once per month for proper voltage. Once every four years, the battery must be either replaced or a discharge test performed.

7. Type Testing Procedures Not Defined in Other Standards

This Section describes the additional Type Tests necessary to qualify a device as Certified under this Rule. These Type Tests are not contained in Underwriters Laboratories UL 1741 Standard *Inverters, Converters and Controllers for Use in Independent Power Systems*, or other referenced standards.

a. Non-Exporting Test Procedures

The Non-Exporting test is intended to verify the operation of relays, controllers and inverters designed to limit the export of power and certify the equipment as meeting the requirements of Screen 2, Options 1 and 2, of the review process. Tests are provided for discrete relay packages and for controllers and inverters with the intended Functions integrated.

(1) Discrete Reverse Power Relay Test

This version of the Non-Exporting test procedure is intended for discrete reverse power and underpower relay packages provided to meet the requirements of Options 1 and 2 of Screen 2. It should be understood that in the reverse power application, the relay will provide a trip output with power flowing in the export (toward MVU's Distribution System) direction.

Step 1: Power Flow Test at Minimum, Midpoint and Maximum Pickup Level Settings

Determine the corresponding secondary pickup current for the desired export power flow of 0.5 secondary watts (the minimum pickup setting, assumes 5 amp and 120V CT/PT secondary). Apply nominal voltage with minimum current setting at zero (0) degrees phase angle in the trip direction. Increase the current to pickup level. Observe the relay's (LCD or computer display) indication of power values. Note the indicated power level at which the relay trips. The power indication should be within 2% of the expected power. For relays with adjustable settings, repeat this test at the

midpoint, and maximum settings. Repeat at phase angles of 90, 180 and 270 degrees and verify that the relay does not operate (measured watts will be zero or negative).

Step 2: Leading Power Factor Test

Apply rated voltage with a minimum pickup current setting (calculated value for system application) and apply a leading power factor load current in the non-trip direction (current lagging voltage by 135 degrees). Increase the current to relay rated current and verify that the relay does not operate. For relays with adjustable settings, this test should be repeated at the minimum, midpoint, and maximum settings.

Step 3: Minimum Power Factor Test

At nominal voltage and with the minimum pickup (or ranges) determined in Step 1, adjust the current phase angle to 84 or 276 degrees. Increase the current level to pickup (about 10 times higher than at 0 degrees) and verify that the relay operates. Repeat for phase angles of 90, 180 and 270 degrees and verify that the relay does not operate.

Step 4: Negative Sequence Voltage Test

Using the pickup settings determined in Step 1, apply rated relay voltage and current at 180 degrees from tripping direction, to simulate normal load conditions (for three-phase relays, use Ia at 180, Ib at 60 and Ic at 300 degrees). Remove phase-1 voltage and observe that the relay does not operate. Repeat for phases-2 and 3.

Step 5: Load Current Test

Using the pickup settings determined in Step 1, apply rated voltage and current at 180 degrees from the tripping direction, to simulate normal load conditions (use Ia at 180, Ib at 300 and Ic at 60 degrees). Observe that the relay does not operate.

Step 6: Unbalanced Fault Test

Using the pickup settings determined in Step 1, apply rated voltage and 2 times rated current, to simulate an unbalanced fault in the non-trip direction (use Va at 0 degrees, Vb and Vc at 180 degrees, Ia at 180 degrees, Ib at 0 degrees, and Ic at 180 degrees). Observe that the relay, especially single phase, does operate properly.

Step 7: Time Delay Settings Test

Apply Step 1 settings and set time delay to minimum setting. Adjust the current source to the appropriate level to determine operating time, and compare against calculated values. Verify that the timer stops when the relay trips. Repeat at midpoint and maximum delay settings.

Step 8: Dielectric Test

Perform the test described in IMVU 414 using 2 kV RMS for 1 minute.

Step 9: Surge Withstand Test

Perform the surge withstand test described in IEEE C37.90.1.1989 or the surge withstand capability test described in J.3.e.

(2) *Discrete Underpower Relay Test*

This version of the Non-Exporting test procedure is intended for discrete underpower relay packages and meets the requirements of Option 2 of Screen 2. A trip output will be provided when import power (toward the Producer's load) drops below the specified level.

Note: For an underpower relay, pickup is defined as the highest power level at which the relay indicates that the power is less than the set level.

Step 1: Power Flow Test at Minimum, Midpoint and Maximum Pickup Level Settings

Determine the corresponding secondary pickup current for the desired power flow pickup level of 5% of peak load minimum pickup setting. Apply rated voltage and current at 0 (zero) degrees phase angle in the direction of normal load current. Decrease the current to pickup level. Observe the relay's (LCD or computer display) indication of power values. Note the indicated power level at which the relay trips. The power indication should be within 2% of the expected power. For relays with adjustable settings, repeat the test at the midpoint, and maximum settings. Repeat at phase angles of 90, 180 and 270 degrees and verify that the relay operates (measured watts will be zero or negative).

Step 2: Leading Power Factor Test

Using the pickup current setting determined in Step 1, apply rated voltage and rated leading power factor load current in the normal load direction (current leading voltage by 45 degrees). Decrease the current to 145% of the pickup level determined in Step 1 and verify that the relay does not operate. For relays with adjustable settings, repeat the test at the minimum, midpoint, and maximum settings.

Step 3: Minimum Power Factor Test

At nominal voltage and with the minimum pickup (or ranges) determined in Step 1, adjust the current phase angle to 84 or 276 degrees. Decrease the current level to pickup (about 10% of the value at 0 degrees) and verify that the relay operates. Repeat for phase angles 90, 180 and 270 degrees and verify that the relay operates for any current less than rated current.

Step 4: Negative Sequence Voltage Test

Using the pickup settings determined in Step 1, apply rated relay voltage and 25% of rated current in the normal load direction, to simulate light load conditions. Remove phase 1 voltage and observe that the relay does not operate. Repeat for Phases-2 and 3.

Step 5: Unbalanced Fault Test

Using the pickup settings determined in Step 1, apply rated voltage and two times rated current, to simulate an unbalanced fault in the normal load direction (use Va at 0 degrees, Vb and Vc at 180 degrees, Ia at 0 degrees, Ib at 180 degrees, and Ic at 0 degrees). Observe that the relay (especially single-phase types) operates properly.

Step 6: Time Delay Settings Test

Apply Step 1 settings and set time delay to minimum setting. Adjust the current source to the appropriate level to determine operating time, and compare against calculated values. Verify that the timer stops when the relay trips. Repeat at midpoint and maximum delay settings.

Step 7: Dielectric Test

Perform the test described in IEC 414 using 2 kV RMS for 1 minute.

Step 8: Surge Withstand Test

Perform the surge withstand test described in IEEE C37.90.1.1989 or the surge withstand test described in Section J.3.e.

(3) Tests for Inverters and Controllers with Integrated Functions

Inverters and controllers designed to provide reverse or underpower functions shall be tested to certify the intended operation of this function. Two methods are acceptable:

Method 1: If the inverter or controller utilizes external current/voltage measurement to determine the reverse or underpower condition, then the inverter or controller shall be functionally tested by application of appropriate secondary currents and potentials as described in the Discrete Reverse Power Relay Test, Section J.7.a.(1) of this Rule.

Method 2: If external secondary current or voltage signals are not used, then unit-specific tests must be conducted to verify that power cannot be exported across the PCC for a period exceeding two seconds. These may be factory tests, if the measurement and control points are integral to the unit, or they may be performed in the field.

b. In-rush Current Test Procedures

This test will determine the maximum In-rush Current drawn by the Generator.

(1) Locked-Rotor Method

Use the test procedure defined in NEMA MG-1 (manufacturer's data is acceptable if available).

(2) Start-up Method

Install and setup the Generating Facility equipment as specified by the manufacturer. Using a calibrated oscilloscope or data acquisition equipment with appropriate speed and accuracy, measure the current draw at the Point of Interconnection as the Generating Facility starts up and parallels with MVU's Distribution System. Startup shall follow the normal, manufacturer-specified procedure. Sufficient time and current resolution and accuracy shall be used to capture the maximum current

draw within 5%. In-rush Current is defined as the maximum current draw from MVU during the startup process, using a 10-cycle moving average. During the test, the utility source, real or simulated, must be capable of maintaining voltage within +/- 5% of rated at the connection to the unit under test. Repeat this test five times. Report the highest 10-cycle current as the In-rush Current. A graphical representation of the time-current characteristic along with the certified In-rush Current must be included in the test report and made available to MVU.



**CITY OF MORENO VALLEY
ELECTRIC UTILITY
GENERATOR
INTERCONNECTION AGREEMENT**

Attachment 3

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[Attachment 1](#) – Glossary of Terms

[Attachment 2](#) – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

[Attachment 3](#) – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

[Attachment 4](#) – Milestones

[Attachment 5](#) – Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

[Attachment 6](#) – Distribution Provider's Description of its Upgrades and Best Estimate of Upgrade Costs

**CITY OF MORENO VALLEY
ELECTRIC UTILITY
GENERATOR
INTERCONNECTION AGREEMENT**

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20__, by the City of Moreno Valley ("City"), and

("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Interconnection Customer Application No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all Interconnection Requests submitted under Rule 21 of the City of Moreno Valley Electric Service Rules, Fees, and Charges.
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the City's Electric Distribution System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the City.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the City and the Interconnection Customer.
- 1.5 Responsibilities of the Parties
 - 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
 - 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

- 1.5.3 The City shall construct, operate, and maintain its Electric Distribution System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the City and any Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The City and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the City's Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6 The City shall coordinate with all Affected Systems to support the interconnection.
- 1.6 Parallel Operation Obligations
Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.
- 1.7 Metering
The Interconnection Customer shall be responsible for the City's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the City has established different requirements that apply to all similarly situated generators in the control area on a comparable basis.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the City of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The City may send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the City a written test report when such testing and inspection is completed.

2.1.2 The City shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the City of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The City shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the City shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The City shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Generating Facility in parallel with the City's Electric Distribution System without prior written authorization of the City. The City will provide such authorization once the City receives notification that the Interconnection Customer has complied with all applicable

parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the City may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the City at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the City shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by the City.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the City twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

- 3.3.3 Upon termination of this Agreement, the Generating Facility will be disconnected from the City's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Interconnection Agreement or such non-terminating Party otherwise is responsible for these costs under this Interconnection Agreement.
- 3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination
- 3.3.5 This provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

- 3.4.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the City, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the City's Interconnection Facilities or the Distribution Systems of others to which the Distribution System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the City may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The City shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the City promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the City's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The City may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the City's Distribution System when necessary for routine maintenance, construction, and repairs on the City's Distribution System. The City shall provide the Interconnection Customer with five Business Days notice prior to such

interruption. The City shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the City may suspend interconnection service to effect immediate repairs on the City's Distribution System. The City shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the City shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The City shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the City's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the City may disconnect the Generating Facility. The City shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the City before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the City's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the City's Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The City shall provide a best estimate cost, including overheads, for the purchase and construction of its

Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the City.

- 4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the City's Interconnection Facilities.

4.2 Distribution Upgrades

The City shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the City and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting

- 5.1.1 The City shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

- 5.1.2 Within three months of completing the construction and installation of the City's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the City shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the City for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the City shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the City within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the City shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

5.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be

extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

5.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the City's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the City, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the City and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the City's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the City under this Agreement during its term. In addition:

- 5.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the City, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 5.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the City and must specify a reasonable expiration date.

Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

6.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

- 6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the City of any such assignment;

6.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the City, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the City of any such assignment.

6.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

6.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

6.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

6.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

6.5 Force Majeure

6.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

6.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

6.6 Default

- 6.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 6.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 7. Insurance

- 7.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the City, except that the Interconnection Customer shall show proof of insurance to the City no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.
- 7.2 The City agrees to maintain general liability insurance or self-insurance consistent with the City's commercial practice. Such insurance or self-insurance shall not exclude coverage for the City's liabilities undertaken pursuant to this Agreement.

- 7.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 8. Confidentiality

- 8.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 8.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 8.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 8.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

Article 9. Disputes

- 9.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 9.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 9.3 Either Party may contact the City Council for resolution. Their decision shall be final.

Article 10. Miscellaneous

10.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of California, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

10.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under article 12.12 of this Agreement.

10.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

10.4 Waiver

10.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

10.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the City. Any waiver of this Agreement shall, if requested, be provided in writing.

10.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

10.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

10.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

10.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all Distribution Providers, market participants, and Interconnection Customers interconnected to electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

10.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

10.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

10.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The

hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the City be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

10.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

10.12 Reservation of Rights

The City shall have the right to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rules and regulations thereunder.

Article 11. Notices

11.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

If to the City:

Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

11.2 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

City's Operating Representative:

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

11.3 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 12. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the City of Moreno Valley

Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

Attachment 1

Glossary of Terms

Affected System – An electric system other than the City’s Distribution System that may be affected by the proposed interconnection.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding Federal Holidays.

Default – The failure of a breaching Party to cure its breach under the Generator Interconnection Agreement.

Distribution System – The City’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage Distribution networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the City’s Electric Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Distribution service necessary to effect the Interconnection Customer’s wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the City, the Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the City’s Distribution System.

Interconnection Facilities – The City’s Interconnection Facilities and the Interconnection Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the City’s Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Request – The Interconnection Customer’s request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the City’s Distribution System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Distribution Organization, Independent System Operator, control area, or the City’s requirements, including those set forth in the Generator Interconnection Agreement.

Party or Parties – The City, Distribution Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the City’s Distribution System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Small Generating Facility – The Interconnection Customer’s device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

Distribution Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Generator Interconnection Agreement to the extent necessary.

Distribution System – The facilities owned, controlled or operated by the City or the Distribution Owner that are used to provide Distribution service under the City’s Electric Service Rules.

Upgrades – The required additions and modifications to the City’s Distribution System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

Description and Costs of the Generating Facility, Interconnection Facilities, and Metering Equipment

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the City, or the Distribution Owner. The City will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Attachment 3

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the City _____ Date _____

For the Distribution Owner (If Applicable) _____ Date _____

For the Interconnection Customer _____ Date _____

Attachment 5

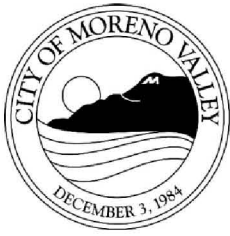
Additional Operating Requirements for the City's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

The City shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the City's Distribution System.

Attachment 6

City's Description of its Upgrades and Best Estimate of Upgrade Costs

The City shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The City shall functionalize Upgrade costs and annual expenses as either Distribution or distribution related.



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 13, 2012

TITLE: A RESOLUTION AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 10 OF THE STATE SAFE ROUTES TO SCHOOL GRANT PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Review and approve project recommendations for Cycle 10 of the state Safe Routes to School (SR2S) Grant program.
2. Adopt Resolution No. 2012-16 authorizing the submittal of applications for Cycle 10 of the state Safe Routes to School (SR2S) Grant Program.

BACKGROUND

California was the first state in the country to legislate a Safe Routes to School (SR2S) program. This occurred in 1999 with the enactment of AB 1475. In 2007, AB 57 was passed which extended the program indefinitely. The goals of the program are to reduce injuries and fatalities to school children and to encourage increased walking and bicycling among students. The program achieves these goals by constructing facilities that enhance safety for pedestrians and bicyclists, primarily students in grades K-12 who walk or bicycle to school. By enhancing the safety of the pathways, trails, sidewalks, and crossings, the likelihood of attracting and encouraging other students to walk and bike increases.

Section 2333.5 of the Streets and Highways Code calls for the Department of Transportation, in consultation with the California Highway Patrol (CHP), to make grants available to local governmental agencies under the program based upon the results of a

statewide competition. The application deadline for Cycle 10 of the state SR2S program is Friday, March 30, 2012.

DISCUSSION

The amount of funding targeted for the SR2S program Cycle 10 is \$45 million which will be funded from the 2011/12 State Budget Act and the 2012/13 State Budget. Eligible projects include pedestrian facilities, traffic calming, traffic control devices, and bicycle facilities. The program can provide up to \$500,000 funding for infrastructure projects. Funds will be apportioned on the basis of student enrollment in each Caltrans District. SR2S projects are 90% reimbursable for all eligible work and a 10% local match is required.

No more than three project applications can be submitted per agency. Applications are rated on the following factors:

- Demonstrated needs of the applicant;
- Potential of the proposal for reducing child injuries and fatalities;
- Potential of the proposal for encouraging increased walking and bicycling among students;
- Identification of current and potential walking and bicycling routes to school;
- Consultation and support for projects by school-based associations, local traffic engineers, local elected officials, law enforcement agencies, school officials and other relevant community stakeholders;
- Evidence of commitment by teachers, parents, students, school officials, law enforcement officials, public works, officials, public health officials, etc;
- Percent of students eligible for free lunches.

In addition to the above factors, staff reviews each location for existing right of way constraints, utility conflicts, connectivity to existing infrastructure, potential construction cost, collision history, and previous requests from staff and the general public. It should be noted that projects that require right of way are discouraged by the Caltrans Local Assistance Guidelines for state SR2S program due to complicated requirements for right of way acquisitions.

Table A depicts the two proposed improvement projects, ranked in order of priority, identified by staff for Cycle 10 of the state SR2S program. Staff feels these projects have the best opportunity of being funded based upon the above cited criteria.

Table A

	Location / School	Estimated Project Cost	10% Local Match
1	Install gap closure new sidewalk, curb and gutter along the north side of Delphinium Ave, from 590 feet east of Perris Blvd to 650 feet west of Perris Blvd. (Chaparral Hills Elementary / Badger Springs Middle School)	\$437,690	\$43,769
2	Install gap closure new sidewalk, curb and gutter along the south side of Sandy Glade Ave, from 650 feet west of Davis St to Davis Street. (Midland Elementary School)	\$267,564	\$26,756
	Total estimated cost	\$705,254	\$70,525

ALTERNATIVES

1. Approve project recommendations and adopt the proposed resolution authorizing the submittal of applications for Cycle 10 of the state SR2S grant program. *This alternative supports the grant applications for Cycle 10 SR2S funding.*
2. Do not approve project recommendations and the proposed resolution authorizing the submittal of applications for Cycle 10 of the state SR2S grant program. *This alternative eliminates a potential funding source for eligible projects.*

FISCAL IMPACT

The state SR2S is a reimbursable grant program. SR2S projects are 90% reimbursable for all eligible work and 10% local match is required. The City must use its own funds first and submit invoices to Caltrans Local Program Accounting (LPA) for payment. If the City is successful in any of the grant applications, Measure "A" (Fund 125) monies will be used for the construction. There is no anticipated fiscal impact to the General Fund.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

PUBLIC FACILITIES AND CAPITAL PROJECTS: Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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.

SUMMARY

To enhance the safety of pedestrians and bicyclists, staff recommends that two projects be considered for Cycle 10 of the state SR2S grant program and the required grant applications be submitted to Caltrans.

NOTIFICATION

Staff has received concurrence from the Moreno Valley Unified School District for the proposed projects. Support letters from the school district, surrounding schools, the TSC and the Police Department will be requested for the application submittals.

ATTACHMENTS

- Attachment A - Proposed Resolution
- Attachment B - Location Map-Chaparral Hills Elementary School / Badger Springs Middle School
- Attachment C - Location Map- Midland Elementary School

Prepared By:
 Vincent L. Tran, P.E.
 Associate Engineer

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

Concurred By:
 Eric Lewis, P.E., T.E.
 City Traffic Engineer

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

RESOLUTION NO. 2012-16

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MORENO VALLEY,
CALIFORNIA, AUTHORIZING THE
SUBMITTAL OF APPLICATIONS FOR CYCLE
10 OF THE STATE SAFE ROUTES TO
SCHOOL (SR2S) GRANT PROGRAM.

WHEREAS, the state Safe Routes to School (SR2S) program provides for the disbursement of state transportation funds for the construction of bicycle and pedestrian safety and traffic calming projects; and

WHEREAS, the California Department of Transportation has requested applications from local agencies for Cycle 10 of the state Safe Routes to School program; and

WHEREAS, the City believes it is in the best interest of the citizens of Moreno Valley to construct bicycle and pedestrian safety and traffic calming projects that are consistent with the City's General Plan; and

WHEREAS, the City desires to submit applications for funding to the California Department of Transportation, District 8, Local Assistance Engineer under the state Safe Routes to School Program, Cycle 10.

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

The City Council supports the City of Moreno Valley's continued commitment to develop and promote a comprehensive Safe Routes to School program; and adopt the Resolution authorizing the submittal of applications for Cycle 10 of the state Safe Routes to School program.

Attachment "A"

Resolution No. 2012-16
Date Adopted: March 13, 2012

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

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-16
Date Adopted: March 13, 2012

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-16 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of March, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

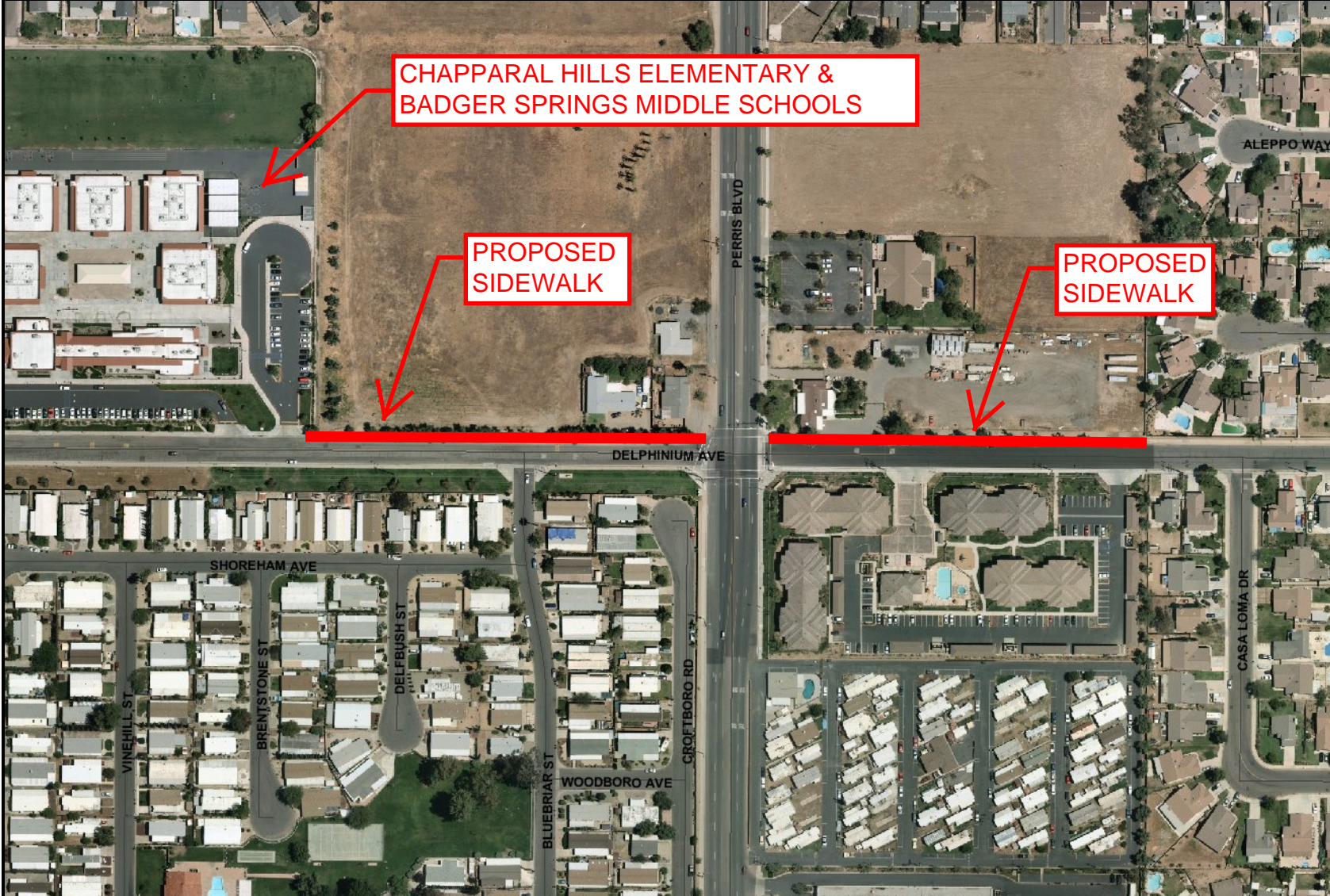
(SEAL)

Resolution No. 2012-16
Date Adopted: March 13, 2012

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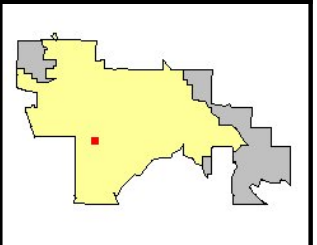
Delphinium Ave at Perris Boulevard

INSTALL GAP CLOSURE NEW SIDEWALK, CURB AND GUTTER



Legend

- Highways
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography
- City Boundaries**
- Calimesa
- Moreno Valley
- Perris
- Riverside



City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92553

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

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ATTACHMENT B



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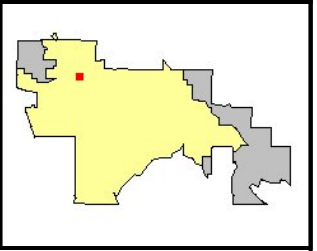
Sandy Glade Ave, west of Davis Street

INSTALL GAP CLOSURE NEW SIDEWALK, CURB AND GUTTER



Legend

- Highways
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography
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- Calimesa
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- Perris
- Riverside



City of Moreno Valley
 14177 Frederick Street
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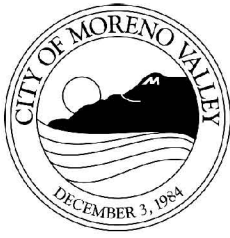
ATTACHMENT C



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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

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

AGENDA DATE: March 13, 2012

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE
PROJECT NO. 08-41678827

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the work as complete for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue, constructed by Hillcrest Contracting, Inc. 1467 Circle City Drive, Corona, CA 92879.
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 Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.
4. Accept the improvements into the City's maintained road system.

BACKGROUND

On June 14, 2011, the City Council awarded a construction contract and authorized the issuance of Purchase Orders in the amount of \$363,398.74 (the amount plus a 15% contingency) to Hillcrest Contracting, Inc. for construction of the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue. The construction work for this 500 foot long segment of Heacock Street began on August 11, 2011.

DISCUSSION

Hillcrest Contracting, Inc. completed construction of the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue on November 17, 2011. The project improved approximately 500 feet of the west side of Heacock Street from 390 feet north of Hemlock Avenue to 530 feet south of Ironwood Avenue. The project expanded the roadway to provide two through lanes in each direction, a continuous center turn lane, and added new sidewalk, curb, gutter, street lights, and a new bike lane on the west side of Heacock Street. The project improved sight distance for the public and provided a continuous sidewalk for pedestrians by joining the existing sidewalk at the north and south ends of the project limits.

The project also constructed street improvements on the north side of the intersection of Ironwood Avenue and Davis Street and two access ramps on the northeast and southwest corners of Heacock Street and Ironwood Avenue. These proposed improvements were intended to be added to the Indian Basin Appurtenant Storm Drain and Miscellaneous Street Improvements project; however, the proposed change order price proposed by the Contractor significantly exceeded the engineer's estimate. As a result, staff elected to add the proposed work as a bid addendum to this project. Funds from Account No. 897.91726 (Indian Basin Appurtenant Storm Drain and Miscellaneous Street Improvements) were used to fund this additional work.

The Contractor completed the project at a total construction cost of \$341,178.24 inclusive of Contract Change Order Nos. 1, 2, 3, and 4. The final contract total cost did not exceed the approved purchase order amount of \$363,398.74. The project was completed on schedule, within budget, and in accordance with the project's contract documents.

Residents responded favorably toward the results. One resident thanked the City and commented that the project greatly improved pedestrian access and traffic flow along the west side of Heacock Street. Another resident that lives in the area said the City did a "great job," while two others described the results as being "awesome" and "beautiful." Two project feedback forms were also submitted with comments such as the "work was finished very quickly" and "the work that was done makes our place look better."

ALTERNATIVES

1. Accept the work as complete for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue, constructed by Hillcrest Contracting, Inc. 1467 Circle City Drive, Corona, CA 92879; 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; authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, 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 accept the improvements into the City's maintained road system. *This alternative will allow*

payment to the Contractor and acceptance of the improvements into the City's maintained road system.

2. Do not accept the work as complete for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue, constructed by Hillcrest Contracting, Inc. 1467 Circle City Drive, Corona, CA 92879; do not 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; do not authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, 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 do not accept the improvements into the City's maintained road system. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra costs to the City.*

FISCAL IMPACT

The Construction phase of this project is included in the Fiscal Year 2011/2012 Capital Improvements Plan Budget and is funded by Development Impact Fee (DIF) Arterial Street Capital Projects (Fund 416) and 2007 Redevelopment Agency Tax Allocation Bonds (Fund 897) monies. There is no impact to the General Fund.

FISCAL YEAR 2011/2012 BUDGETED FUNDS

Heacock Street Improvements / Hemlock Avenue to Ironwood Avenue - DIF Arterial	
Street Capital Projects (Account No. 416.78827)	\$348,000
Indian Basin, Appurtenant Storm Drain and Misc. Street Improvements - 2007 RDA	
Tax Allocation Bonds (Account No. 897.91726)	<u>\$90,000</u>
Total 2011/2012 Budgeted Funds	\$438,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	\$341,200
Construction Survey Services	\$19,400
Construction Geotechnical Services.....	\$3,800
Design Support Services during Construction.....	\$10,000
Project Administration and City Inspection	<u>\$35,600</u>
Total Project Construction Costs	\$410,000

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

Hillcrest Contracting, Inc. completed construction of the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue on November 17, 2011. The City Council is requested to accept the work as complete, direct the recordation of the Notice of Completion, and accept the improvements into the City’s maintained system.

ATTACHMENT

Attachment “A” – Location Map

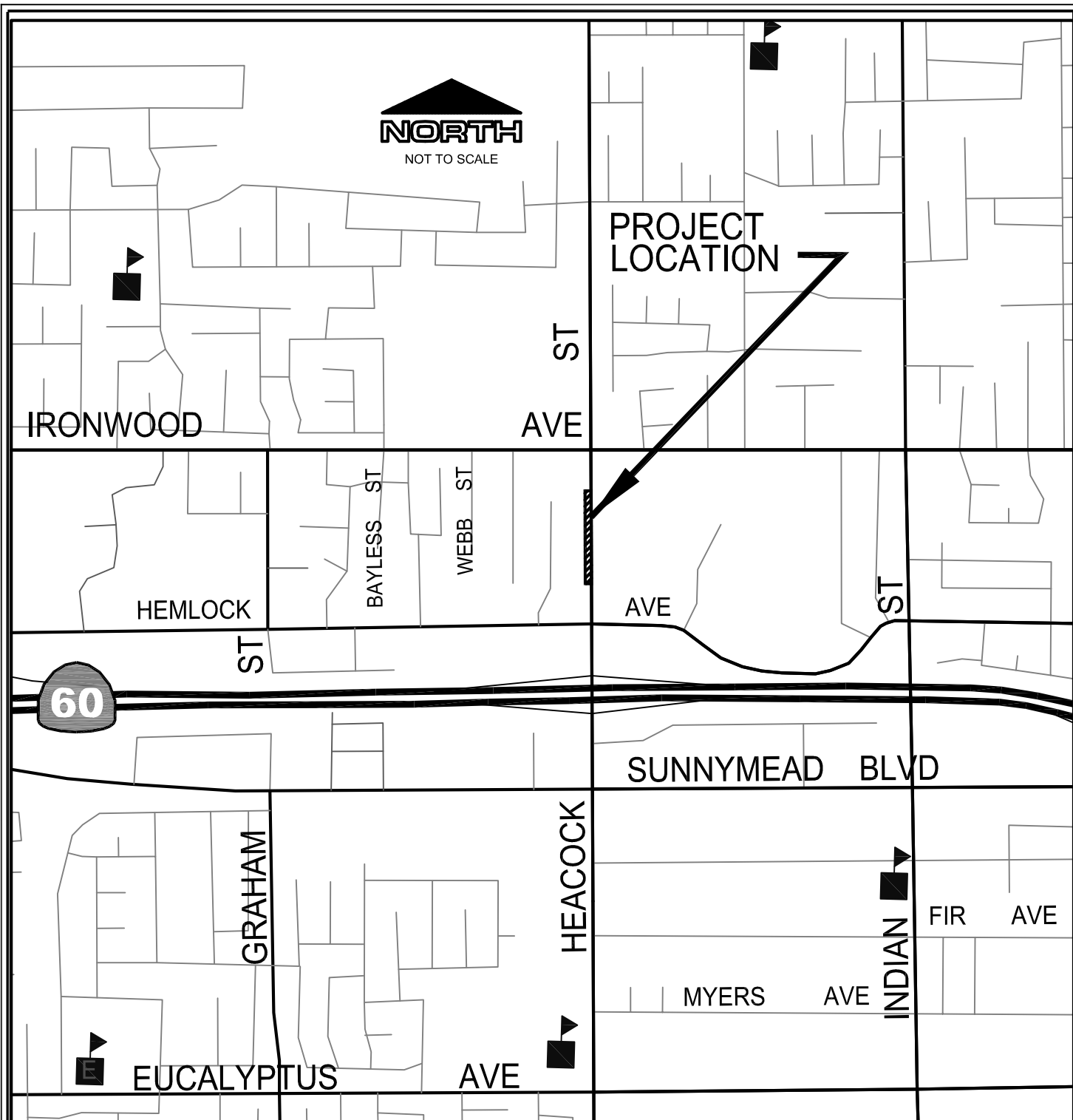
Prepared By:
Lorenz R. Gonzales,
Senior Engineer, P.E.

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

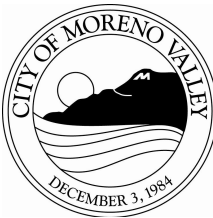
Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

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

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LOCATION MAP

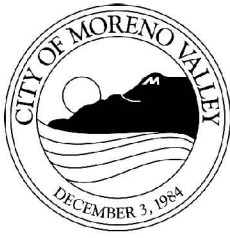


Public Works Department
Capital Projects Division

ATTACHMENT "A"

HEACOCK STREET STREET IMPROVEMENTS
Hemlock Ave. to Ironwood Ave.
Project No. 08-41678827

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>MCS</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 13, 2012

TITLE: FIRST AMENDMENT TO AGREEMENT WITH PSOMAS FOR SURVEY SERVICES FOR THE SR-60/NASON INTERCHANGE PROJECT -- PROJECT NO. 98-25897

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the "First Amendment to Agreement for Professional Consultant Services" with PSOMAS, 2010 Iowa Avenue, Suite 101, Riverside, CA 92507 to provide additional professional survey services during construction of the SR-60/Nason Street Interchange Improvements Project for \$20,000.
2. Authorize the City Manager to execute said "First Amendment to Agreement for Professional Consultant Services" with PSOMAS, in the form attached hereto.
3. Authorize Change Orders to increase Purchase Orders with PSOMAS by \$20,000 for the SR-60/Nason Street Interchange Improvements Project.

BACKGROUND

The overall purpose of the SR-60/Nason Street Interchange Improvements Project is to improve the SR-60/Nason Street interchange ramps through reconstruction and realignment, while providing a design that accommodates future bridge improvements. This project is within the State of California's jurisdiction (Caltrans) and, therefore, is subject to Caltrans procedures and approvals.

Contracts were awarded by the City Council on January 11, 2011, for construction, geotechnical and survey services. The \$145,258 agreement for survey services with PSOMAS was executed on January 18, 2011. Construction started in late February 2011 and is ongoing.

DISCUSSION

Construction survey services are performed on an as-needed basis. The contract amount for PSOMAS was based on anticipated staging and sequencing of construction. During construction, the contractor sequenced the work in a slightly different manner within the overall working days. This resulted in several more call-outs as well as some re-staking. In accordance with the Contract Documents, re-stakes are to be reimbursed by the contractor. Therefore, a \$20,000 increase in the contract is requested in order to handle additional surveys. The revised total contract amount is \$165,258. Because the contract total exceeds the \$100,000 threshold for the City Manager's signature authority, City Council authorization is required. Approximately \$5,000 of the \$20,000 increase will be reimbursed to the City at contract close-out. The work is reimbursable from federal funds, which are already budgeted.

Federal funds required the establishment of project goals for use of Disadvantaged Business Enterprises (DBE). The consultant's originally-proposed UDBE firm went out of business. PSOMAS has proposed a substitution to meet the UDBE goal, which is incorporated in the First Amendment.

ALTERNATIVES

1. Authorize the "First Amendment to Agreement for Professional Consultant Services" with PSOMAS, 2010 Iowa Avenue, Suite 101, Riverside, CA 92507 to provide additional professional survey services during construction of the SR-60/Nason Street Interchange Improvements Project for \$20,000, authorize the City Manager to execute said "First Amendment to Agreement for Professional Consultant Services" with PSOMAS, in the form attached hereto, and authorize Change Orders to increase Purchase Orders with PSOMAS by \$20,000 for the SR-60/Nason Street Interchange Improvements Project. *This alternative will allow for the completion of much needed improvements.*
2. Do not authorize the "First Amendment to Agreement for Professional Consultant Services" with PSOMAS, 2010 Iowa Avenue, Suite 101, Riverside, CA 92507 to provide additional professional survey services during construction of the SR-60/Nason Street Interchange Improvements Project for \$20,000, do not authorize the City Manager to execute said "First Amendment to Agreement for Professional Consultant Services" with PSOMAS, in the form attached hereto, and do not authorize Change Orders to increase Purchase Orders with PSOMAS by \$20,000 for the SR-60/Nason Street Interchange Improvements Project. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The project is currently funded using federal funds and matching toll credits. Remaining available funding consists of DIF Interchange funds and Measure "A" funds. The survey work is reimbursable by federal funds, which are already budgeted.

All funding sources for this project (Measure "A," Surface Transportation Program, Transportation Efficiency Act of the 21st Century, and DIF Interchange funds) are restricted for capital improvements related to transportation projects or for the SR-60/Nason Interchange and cannot be utilized for operational activities. The allocated amounts below are specifically designated for the SR-60/Nason Interchange Improvements Project. There is no impact to the General Fund.

FY 2011/2012 BUDGETED FUNDS

TEA 21 Demonstration Funds (125.66929).....	\$ 2,254,000
STPL Discretionary Funds (125.67029).....	\$ 5,296,000
STPL Toll Credit (125.67030).....	\$ 686,000
Demo Toll Credit (125.66930).....	\$ 563,000
Measure "A" Funds (125.89720).....	\$ 451,000
DIF Interchange Improvement Funds (418.83630).....	\$ 1,740,000
Total Available Funds.....	\$10,990,000

FY 2011/2012 ESTIMATED CONSTRUCTION COSTS

Estimated Interchange Construction Costs	\$ 7,900,000
Construction Management & Inspection Services.....	\$ 1,300,000
Construction Support Services (Geotechnical & Survey)	\$ 300,000
Construction Support Services (Survey Increase).....	\$ 20,000
Construction Support Services (Design firm)	\$ 100,000
EMWD Utility Relocation	\$ 470,000
Administrative Costs (Staff & Miscellaneous).....	\$ 100,000
Total Estimated Costs	\$10,190,000

ANTICIPATED PROJECT SCHEDULE

Interchange Construction End Date March 2012

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

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

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

The improvements for this project require the services of a professional survey firm, and a contract was awarded to PSOMAS. To complete construction of the Nason ramp improvements, change orders to increase purchase orders with PSOMAS by \$20,000 are needed.

ATTACHMENTS

Attachment “A” – First Amendment to Agreement for Professional Consultant Services with PSOMAS

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:

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**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 98-25897**

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **PSOMAS**, a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "Agreement for Design Professional Consultant Services," hereinafter referred to as "Agreement," dated January 18, 2011.

Whereas, the Consultant is providing consultant survey services for SR-60/Nason Street Interchange Improvements.

Whereas, it is desirable to amend the Agreement to modify the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated **February 5, 2012**, for modification of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2012**, is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

Attachment "A"

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 98-25897**

01.2 Exhibit "B" to the Agreement is hereby amended by modifying the scope of work section described in "Exhibit A -- First Amendment," entitled "Request for Change in DBE/UDBE Sub-Consultant and Budget Increase for Consultant Surveying Services."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A -- First Amendment," entitled "Request for Change in DBE/UDBE Sub-Consultant and Budget Increase for Consultant Surveying Services."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$20,000, as set forth in the above-referenced proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment."

1.5 The total "Not to Exceed" fee for this contract is \$165,248 (\$145,248 for the original Agreement plus \$20,000 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 98-25897**

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

City of Moreno Valley

PSOMAS

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
_____ Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachments: Exhibit "A" – First Amendment

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February 2, 2012

Margery Lazarus, PE, Senior Engineer
Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Subject: Request for Change in DBE/UDBE Sub-Consultant and Budget Increase For Consultant
Surveying Services SR-60 / Nason Street Interchange Improvements (4MOR040413)
EA 323001 Project No. 98-25897

Dear Margery:

I would like to take this opportunity to thank you and the City of Moreno Valley for our continued relationship. We are confident the Psomas project team will successfully complete and communicate with you and will provide the City of Moreno Valley with our surveying services to aid in the successful completion of the Nason Interchange project.

As I have mentioned to you, our original DBE/UDBE Sub-Consultant has sold his business and the new firm does not have a DBE/UDBE certification. With this letter I am submitting qualifications for CL Surveying and Mapping which is a certified DBE/UDBE. The purpose of the change is to satisfy the DBE/UDBE goals for the Nason Interchange Project.

Along with the request to change our sub-consultant, I would like to request an increase in the Surveying Services budget. During the course of the project, I have re-allocated dollars between tasks with documentation, and enclosed is a spreadsheet summarizing the budget numbers. At this point in the project, I would like to request an 12% increase in the overall Surveying Services budget of \$20,000. The request is for three of the existing tasks. Task 6 Drainage Facilities, Task 13 Restake Budget, and Task 16 As Needed Services. I have the amounts and an explanation on the following page.

Please do not hesitate to contact me if you would like to discuss any of the items or if you need additional information.

Sincerely,

P S O M A S



Cliff Simental
Survey Team Leader

Cc: Ivan Benavidez, P.E., Hill International (TCM Group)
Sam McClellan, P.E., Hill International (TCM Group)

1500 Iowa Avenue
Suite 210
Riverside, CA 92507

Tel 951.787.8421
Fax 951.682.3379
www.psomas.com

Margery Lazarus
 Page 2 of 2
 February 2, 2012
 SR-60 / Nason Street Interchange Improvements (4MOR040413)

Request for Budget Increase for Consultant Surveying Services
 SR-60 / Nason Street Interchange Improvements
 EA 323001 Project No. 98-25897

Task 6 Drainage Facilities: This overage was caused due to the contractors approach to the construction of the mainline and drainage structures. The contractor had separate sub-contractors performing the construction that caused two and sometimes three move-ins to complete the staking of the storm drain facility.

Task 13 Restake Budget: The re-stakes are caused for various reasons including weather, replacing disturbed stakes, and unforeseen circumstances during construction.

Task 16 As Needed Services: I am estimating to complete the project and cover any additional as-needed services would be an additional \$15,378 for this task.

LAND SURVEYING AND MAPPING SERVICES						
SR 60 / Nason Street Interchange Improvements						
February 2, 2012						
PSOMAS						
CONSTRUCTION SURVEYING	PROFESSIONAL & TECHNICAL CLASSIFICATIONS				TOTALS	
	PROJECT MANAGER	OFFICE SURVEYOR	SURVEY CAD	2- PERSON SURVEY CREW	TOTAL MAN HOURS	TOTAL DOLLARS
	\$225.00	\$150.00	\$110.00	\$242.00		
6	Drainage Facilities	1	1	8	10	\$2,311
13	Restake Budget	1	1	8	10	\$2,311
16	As Needed Services	5.45	4	56	65.45	\$15,378
Total						\$20,000

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LIST OF SUBCONSULTANTS

PROJECT NAME: Construction Survey Services for SR-60/Nason Street Interchange

PROJECT NO: 98-25897

CONSULTANT NAME: Psomas

NAME Robert Wada & Associates, Inc.	DESCRIPTION OF SUBCONSULTANT'S WORK: Survey support services
TELEPHONE 714/992-5461	
ADDRESS 401 W. Amerige Avenue	
CITY, STATE ZIP Fullerton, CA 92832	

NAME <i>CL SURVEYING & MAPPING</i>	DESCRIPTION OF SUBCONSULTANT'S WORK: <i>SURVEY SUPPORT SERVICES</i>
TELEPHONE <i>909-484-4200</i>	
ADDRESS <i>8401 WHITE OAK AVE #113</i>	
CITY, STATE ZIP <i>RANCHO CUCAMONGA CA 91730</i>	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

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

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name Robert Wada & Associates	Phone 714/992-5461	<input checked="" type="checkbox"/> < \$1 million	Survey support services	<input checked="" type="checkbox"/> YES
Address 401 W. Amerige Avenue	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Fullerton, CA 92832	714/525-9761	<input type="checkbox"/> < \$10 million		If YES list DBE #: 3003
Name CL SURVEYING - MAPPING	Phone 909 484-9200	<input checked="" type="checkbox"/> < \$1 million	SURVEY SUPPORT SERVICES	<input checked="" type="checkbox"/> YES
Address 8401 WHITE OAK AVE #113	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Rancho Cucamonga CA 91730		<input type="checkbox"/> < \$10 million		If YES list DBE #:
Name	Phone	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
Address		<input type="checkbox"/> > \$15 million		
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
Name	Phone	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
Address		<input type="checkbox"/> > \$15 million		
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		If YES list DBE #:
Name	Phone	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
Address		<input type="checkbox"/> > \$15 million		
City State ZIP				

Distribution: 1) Original - Local Agency File

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

The proposer shall list all subcontractors who provided a quote or proposal but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name N/A	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Moreno Valley LOCATION: Riverside County, CA

PROJECT DESCRIPTION: Construction Survey Svcs for SR60/Nason St. Interchange

PROPOSAL DATE: November 18, 2010

PROPOSER'S NAME: Psomas

CONTRACT UDBE GOAL (%): 5.3%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
	Survey support	3003	Robert Wada	5.3%
		Exp. 10/2014	401 W. Amerige Ave.	2.7%
			Fullerton, CA 92832	
	<u>SURVEY SUPPORT</u>	<u>11983</u> <u>EXP 10/26/14</u>	<u>CL SURVEYING</u> <u>+ MAPPING</u>	<u>2.6%</u>

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment 5.3%

Cliff Simental
Signature of Proposer

11/18/10 951/787-8421
Date (Area Code) Tel. No.

Cliff Simental, PLS
Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Moreno Valley LOCATION: Riverside County, CA
 PROJECT DESCRIPTION: Construction Survey Svcs for SR60/Nason St. Interchange
 TOTAL CONTRACT AMOUNT (\$): N/A
 PROPOSER'S NAME: Psomas

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	Survey support	3003	Robert Wada	N/A
		Exp. 10/2014	401 W. Amerige Ave. Fullerton, CA 92832	
	SURVEY SUPPORT	11483	CL SURVEYING	1.7%
		EXP 12/26/14	L MAPPING	

For Local Agency to Complete:

Local Agency Contract Number: _____
 Federal-Aid Project Number: _____
 Federal Share: _____
 Contract Award: _____

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name _____ Signature _____ Date _____
 Local Agency Representative

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name _____ Signature _____ Date _____
 Caltrans District Local Assistance Engineer

Total Claimed DBE Participation \$ N/A
1.7 %

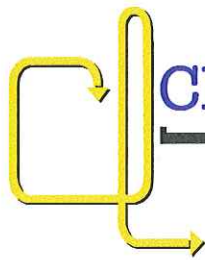
Cliff Simental
 Signature of Proposer

11/18/10 951/787-8421
 Date (Area Code) Tel. No.

Cliff Simental, PLS
 Person to Contact (Please Type or Print)

Local Agency Proposer DBE Information (Consultant Contracts)
 (Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
 (2) Original - Local agency files



CL Surveying & Mapping

8401 White Oak Avenue, Suite 113
Rancho Cucamonga, CA 91730
Tel • 909-484-4300

November, 2011

Statement of Qualifications

CL Surveying & Mapping, founded in 2007, is a Certified DBE, MBE and SBE Land Surveying Firm along with qualifying as a UDBE firm. All of the office survey work related to this RFP will be performed at our office located at 8401 White Oak Avenue, Suite 113, Rancho Cucamonga 91730. The main contact for this project is Steve Gregerson, he can be contacted at: (Office) 909 484 4200; (Cell) 626 614 7095 or via email: steve@cl-survey.com.

We provide field and office survey services for construction staking of utilities, street construction and site developments, preparation of Records of Survey, Parcel Maps, Tract Maps, Legal Descriptions and ALTA Surveys. Working with civil engineers and architects, we prepare Topographic / Design Surveys by both Field and/or Aerial Survey methods. We are experts in the integration of field and record data with digital aerial photography and orthophotography.

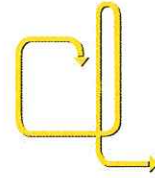
Our team of qualified and experienced surveyors provides our Clients the most cost efficient, professional and personalized services in the industry. Working cooperatively and communicating, both internally and with our client, is a very important part of our culture. We appreciate your consideration and look forward to the opportunity to work with your group.

Sincerely,

CL Surveying & Mapping

Stephen Gregerson PLS 6351
Principal

steve@cl-survey.com



Projects Currently under Contract

- Right of Way Mapping

Continuing our relationship as a Subconsultant to Irish Communications, CL Survey is in the process of preparing the Base Mapping for 5 projects; this mapping will be utilized for the design of utility routing for these projects.

- Street Improvement Projects

Cities of LaMirada, West Covina, Inglewood, South Gate, Azusa and Carson: We are providing Survey Monument preservation services along with construction survey staking for various street improvement projects in these cities. Included is the preparation of topographic surveys for design of various aspects of the projects. We are acting as a subcontractor to the General Contractor for each of these projects.

- ALTA Surveys:

We are in the final stages of completion for four ALTA Surveys of 4 Senior Living Centers. The properties are located in Los Angeles, Claremont, La Jolla and Chula Vista, CA and range in size from 5 to 20 acres. Utilizing aerial mapping for the base mapping, field survey information and easement locations were integrated in the digital mapping for all the properties. Working with the title company, attorneys and owner we are completing the plan and review process ahead of schedule and within budget.

- West Basin Municipal Water District:

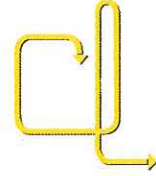
CL Surveying and Mapping is providing survey services for the preparation of the base mapping for the design of a 30 inch Recycled Waterline. Mapping is being prepared by utilizing aerial mapping supplemented by field survey locating the centerlines of the alternative routes along with surface indications of utilities and measured flow line elevations of accessible gravity flow utilities for 3 alternative route studies. The final alignment will be 17,000 to 18,000 lineal feet through the City of Carson connecting with an existing LADWP Recycled Waterline along Alondra Boulevard. CL Surveying and Mapping will be working with the Design Engineer and the Agency to prepare legal descriptions and exhibit maps for any property or easements required for the routing of the pipeline,

- Site Development Projects

Current projects include fast food restaurants, luxury homes and mixed use developments.

- Palm Springs Airport

CL Surveying and Mapping is providing construction layout for the Perimeter Fencing Project.



Project Experience/References

Area 1 Construction Design Survey (Westminster, CA)

CL Surveying & Mapping prepared the digital mapping in AutoCADD Civil 3D providing cross sections at 25 foot intervals and full site planimetry within the R/W on more than 6,000 L.F. of residential streets in the City of Westminster. Working as a Subconsultant to the Design Engineer, all surface indications of utilities, driveways, sidewalks, curb, gutter, catch basins, utility poles and site features such as gates, mail boxes, columns, pillars, pilasters, walls, fences, etc. were all located by field survey and incorporated into the mapping.

References:

Jake Ngo, Principal Civil Engineer
City of Westminster
Public Works Depart. /Engineering Div.
8200 Westminster Blvd
Westminster, CA 92683
Phone: (714)548-3243
Email: jngo@westminster-ca.gov

Bill Zimmerman, P.E., T.E., P.T.O.E.
Design Engineer
W.G. Zimmerman Eng, Inc.
5772 Bolsa Ave, Suite 200
Huntington Beach, CA 92649
Phone: (714) 799-1700 x 11
Email: wgzimmerman@wgze.com

West Oak Park Street Improvements

CL Surveying & Mapping is providing survey services for the Survey Monument preservation for this street improvement project in Ventura County, CA

Reference: Jeremiah Brooks
Sully-Miller Contracting Company
135 South State College Blvd
Suite 400
Brea, CA 92821
Phone: (714) 578-9530
Email: jeremiah.brooks@sully-miller.com

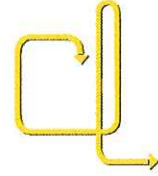
Tract 180 Water Company (City of Bell)

Topographic Survey for the Design of Waterline in the City of Bell

Walnut Park Mutual Water Company (City of Huntington Park)

Topographic Survey for the Design of Waterline in the City of Huntington Park.

Reference: Carlos Ramirez PE, Project Manager
Steven Andrews Engineering
26501 Rancho Parkway South
Suite 204
Lake Forest, CA 92630
Phone: (949) 215-5050 ext. 5
Email: cramirez@sandrewsengineering.com



Project Organization and Staffing

- **Stephen Gregerson LS 6351**
Principal: Project Manager, Director of Quality Control / Quality Assurance
 - o Mr. Gregerson provides overall project management expertise, scheduling resources and personal to insure that budgets and delivery schedules are met and the deliverables conform to the project specifications.

- **Lam Le LS 8231**
Principal: Technical Manager
 - o Mr. Le serves as the technical manager overseeing and performing the preparation of the mapping deliverables. Mr. Le also insures that the digital data format conforms to the contract and project specifications.

- **Daniel Calvillo LS 8294**
Principal: Field Survey Manager
 - o Mr. Calvillo manages the acquisition of record information along with field survey data. He will participate and manage the field survey tasks associated with each project along with the transfer of the field data to our mapping software.

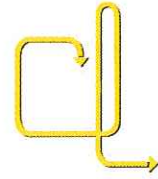
RESUMES

Steve Gregerson, PLS – Project Manager / Director of Quality Control/Quality Assurance

Project Position: Mr. Gregerson serves as the Project Manager during the course of projects and directs the Quality Assurance/ Quality Control Program. Mr. Gregerson provides overall management of projects and performs the final review. Mr. Gregerson will serve as the primary contact for the Agency.

Experience: Mr. Gregerson has over 37 years of experience in the performing and managing land surveying projects, accomplishing projects across the country for clients in both the private and public sector. Over the course of his career, he has managed and prepared all types of surveys including architectural, aerial, topographic, design, boundary and utility surveys. He has an extensive background in the application and utilization of state-of-the-art electronic surveying technology and computer aided drafting.

ALTA Survey Consultant to the law firm of Gibson Dunn and Crutcher for the acquisition of ALTA Surveys for four master planned communities in Oregon; Brasada (Bend, OR), Eagle Crest (Redmond, OR), Ridgewater (Klamath Falls, OR) and Running Y (Klamath Falls, OR). These master planned communities range from 4,000 acres to over 20,000 acres in various stages of development. GPS Technology along with digital aerial photography was utilized to complete the project on time and within budget.



Salt Lake City Airport Air and Landside Construction (Salt Lake City, UT): Provided Survey Layout for the construction of new access roads, parking lots and the reconstruction of a runway and taxiway at the Salt Lake City Airport as a subconsultant to the prime, Granite Construction.

University of California Los Angeles (Los Angeles, CA): Over the years, Mr. Gregerson has provided a variety of surveying and mapping services throughout the UCLA campus to support the ongoing capital improvement program. Survey services have included design and topographic surveys for infrastructure realignment and site development. He has also served as a land survey consultant providing design surveys for the law library, Kinsey Hall, De Neve Hall, Reagan Medical Center and UCLA Santa Monica Medical Center projects.

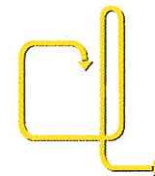
Santa Monica College (Santa Monica, CA): Project Manager for the preparation of topographic surveys by aerial survey methods utilized by Gensler and Associates (the college's master planning consultant) for campus master planning, as well as various other land survey tasks for specific projects. The project included a survey of existing campus infrastructure based on the record location of underground utilities coordinated with field-located surface indications including measurements of flow line elevations and noting of sizes and depths. Mr. Gregerson has provided detailed design surveys for the construction of a swimming pool complex, traffic and parking planning across the southern portion of the campus, and legal descriptions and exhibit maps for bonding purposes.

Santa Monica Airport Business Park (Santa Monica, CA): As Project Manager, provided overall aerial mapping of the 32-acre business park for re-landscaping and site redevelopment. He also provided ALTA surveys of specific parcels.

Santa Monica-Malibu School District (Santa Monica/Malibu, CA): Project Manager for the preparation of topographic/design surveys on 14 existing school sites. Surveying services for the various schools were tailored to satisfy the specific development plans for each site in conference with the client in order to minimize costs, while obtaining the necessary design information. Services varied from full design surveys, including field surveys for boundary establishment and underground utility locations with measured invert elevations, to only aerial mapping of the site.

Burbank Media Center (Burbank, CA): Providing ALTA/Design Surveys and legal descriptions for the development of a mixed-use development with retail and office space at the 134 Freeway and Olive Street in Burbank.

Beverly Canon Center (Beverly Hills, CA): Project Manager providing preliminary design surveying services for a proposed 400,000-square foot mixed-use development to include retail, theaters and office space at Beverly and Canon, North of Wilshire Boulevard.



Lam Le, PLS – Project Surveyor / Director of Mapping

Education: Aerospace Engineering, California State Polytechnic University Pomona

Experience: Mr. Le has over 15 years of experience as a Project Manager, Project Surveyor and CADD operator. His technical experience includes CAD drafting using CAiCE, MicroStation InRoads, AutoCAD using SoftDesk, creating DTMs for earthwork quantities, road profiling, creating coordinate geometry figures for boundary analysis, computer-aided design and drafting. Mr. Le's duties include project management and coordination along with field support on multiple projects. He has provided multiple legal descriptions for easements, lot line adjustments and property descriptions and has done extensive title analysis for property establishment and ALTA Surveys.

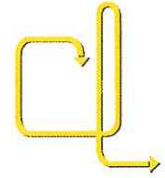
Jeffrey Road Grade Separation (Irvine, CA): The goal of the Jeffrey Road Grade Separation Project is to provide a grade separation (roadway undercrossing) for Jeffrey Road at the existing OCTA/Metrolink railroad tracks. The project will allow traffic on Jeffrey Road to cross freely under the railroad tracks, providing for the safe travel of both Irvine residents and visitors. The project is one of the largest Public Works projects ever undertaken by the City.

City of Anaheim, Intersection Improvements (Anaheim, CA): As Survey Project Manager, responsible for surveying services for the improvements of the State College Boulevard Corridor at Ball Road. Description of work included right-of-way engineering, preparation of legal descriptions and plat maps and coordination of field survey. Improvements to this intersection include reconstructed raised median islands, landscape improvements, off-site reconstruction, and modified traffic signal. Scope of services includes preparation of conceptual design and precise alignments, topographic mapping, environmental assessment, traffic signal design, street lighting, landscape and irrigation design, pavement investigations final design, and construction documents.

New Model Colony East, (Ontario, CA): Survey Project Manager responsible for the Record Data Base Map (right-of-way), record boundary and easements, supplemental topographic surveys (cross-section topographies, field verifications of existing utilities), and legal descriptions for development of the 3,700-acre New Model Colony (east) in southern Ontario. This \$150 million project includes the major public infrastructure required for development of the site, including over 26 miles of streets, 49 miles of domestic and recycled water lines, 22 miles of storm drains, and 9 miles of sewer lines.

Hesperia Reservoir Plant 19A Improvements (Hesperia, CA): Survey Project Manager responsible for overseeing survey services for design of a new reservoir tank. The scope of work included primary control surveys to serve as the basis for any subsequent construction staking surveys, topographic survey, and coordinating potholing efforts.

Alameda Corridor UPRR Alignment, Record of Survey, and ALTA (Ports of Long Beach and Los Angeles, CA): As Assistant Surveyor, provided research, boundary analysis, right of way mapping, CAD drafting, and quality review of right-of-way mapping for this \$1.8-billion, 20-mile-long upgrade of the main transportation/railroad corridor between the Ports and downtown Los Angeles.



Dan Calvillo, PLS – Director of Field Operations

Education: BS, Construction Management, California State Polytechnic University Pomona

Experience: Mr. Calvillo has over 12 years of experience in the Land Surveying Industry, specializing in Mapping and data collection analysis. He has created a Field to Finish program of which converts field collected data into automatically created linework within AutoCAD. With this product and procedure, the time required to both data collect the field survey information and prepare the mapping is dramatically decreased. He has worked on hundreds of topographic surveys within his 12 year career at some of the largest nationally recognized firms.

Los Angeles World Airports (Los Angeles, CA) - Project Surveyor responsible for the creation of a GPS network involving all of the centerline intersections just north of LAX, encompassing an area of approximately 960 Acres. Mr. Calvillo was also a part of the team that created the GIS database mapping the location of the underground utilities at LAX. This project was critical for future planning issues and possible expansion to the area North of the airport and South of Manchester Avenue.

The Irvine Company – Planning Area 9A (Irvine, CA) 2003 – Project Surveyor responsible for the resolution of public right of way expansion areas adjoining Irvine Boulevard and Jeffrey Road. Project required us to tie into existing GPS stations to tie into adjoining developments in the area. He also played a significant part in the QA/QC review the Final Maps being processed on the subject job.

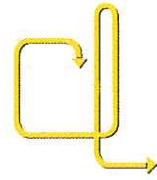
Artisan Square (Chino, CA) – Project Manager responsible for recording a final map with 98 lots, consisting of 96 residential units and 2 condominium lots. Overall, this DR Horton project consisted of approximately 300 residential units. Besides the subdivision portions of the project, he played a large role in the actual acquisition of the property, involving a full ALTA Survey indicating the existing site topography and all encumbrances of record.

Playa Vista Land Development (Los Angeles, CA) – Project Surveyor responsible for multiple ALTA Surveys. Each ALTA Survey included site topography showing the existing surface, any possible encroachments within 5 feet of the property lines and all encumbrances of record. The ALTA Surveys played a major role in the acquisition and sale of properties to major developers.

Rancho Santiago Community College ALTA and Record of Survey (Santa Ana, CA) – Project Surveyor responsible for the Boundary Analysis around a portion of the Santa Ana Campus. Remonumentation and marking were documented on the Record of Survey filed in the County of Orange.

Dynamic Spectrum Commercial Development Project (Los Angeles, CA) – Served as Project Manager responsible for the development of a Tentative Tract Map for future development within the City of Los Angeles. The subject site was a 20 Acre Commercial Development adjoining the 10, 60, and 5 freeway interchanges within the City of Los Angeles.

Parkview, Master Planned Community (Victorville, CA) – Project Manager responsible for recording multiple phased final maps over 1300 Acres in the City of Victorville, for residential and commercial purposes. He played an integral part in the compilation of aerial surveys and supplemental topography necessary for the entire projects design and development.



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18700 Ward Street
Fountain Valley, California 92708

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Fountain Valley, CA 92728-0895

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- Wayne A. Clark
Director
- Larry D. Dick
Director
- Susan Hinman
Director
- Ed Royce, Sr.
Director
- Kevin P. Hunt, P.E.
General Manager

MEMBER AGENCIES

- City of Brea
- City of Buena Park
- East Orange County Water District
- El Toro Water District
- Emerald Bay Service District
- City of Fountain Valley
- City of Garden Grove
- Golden State Water Co.
- City of Huntington Beach
- Irvine Ranch Water District
- Laguna Beach County Water District
- City of La Habra
- City of La Palma
- Mesa Consolidated Water District
- Moulton Niguel Water District
- City of Newport Beach
- City of Orange
- Orange County Water District
- City of San Clemente
- City of San Juan Capistrano
- Santa Margarita Water District
- City of Seal Beach
- Serrano Water District
- South Coast Water District
- Trabuco Canyon Water District
- City of Tustin
- City of Westminster
- Yorba Linda Water District

June 24, 2011

To Whom It May Concern:

Subject: Letter of Recommendation for CL Surveying & Mapping

Currently, I am the General Manager of Municipal Water District of Orange County. Prior to that, I was for 8 years at the consulting firm Psomas, the last 3 as Group Leader for the Water and Natural Resource Group, the Transportation Group and the Construction Management Group. During this period, all 3 groups extensively used the Psomas Surveying and Mapping services. Our preferred surveyors and survey managers were Lam Le and Stephen Gregerson, both now with CL Surveying & Mapping. Our group requested Lam Le and Steve Gregerson because of an earned reputation for outstanding client service, a commitment to excellence in their work, and efficient, cost effective approaches which saved our clients time and money. Mr. Le and Mr. Gregerson are hard-working individuals with great personal integrity. Were I to have a surveying need, I would call them first.

Please feel free to call me or e-mail me for additional information. I may be reached at work (714)593-5026; cell (714)334-6601 or e-mail khunt@mwdoc.com.

Cordially,

Kevin P. Hunt, P.E.
General Manager

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



October 26, 2009

Mr. Daniel Calvillo
CL Surveying and Mapping
8401 White Oak Ave., #113
Rancho Cucamonga, CA 91730

**RE: DISADVANTAGED/MINORITY BUSINESS ENTERPRISE
(DBE/MBE) CERTIFICATION APPROVAL File No. - 11483**

Dear Mr. Calvillo:

We are pleased to advise you that after careful review of your application and supporting documentation, the City of Los Angeles has determined that your firm meets the eligibility standards to be certified as a **Disadvantaged/Minority Business Enterprise (DBE/MBE)** as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs and the City of Los Angeles DBE/MBE/WBE directory under the following specific areas of expertise that you have identified on the business service form for contracting opportunities:

<u>NAICS Code</u>	<u>Description</u>
541370	Surveying and Mapping Services

Your DBE certification is good for five years from the date of this letter and applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the California Department of Transportation's website at www.dot.ca.gov/hq/bep/ and the City of Los Angeles DBE/MBE/WBE database at <http://bca.lacity.org>. Any additions and revisions must be submitted to the City of Los Angeles for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. You will be notified of the pending DBE status review and any documentation update necessary prior to the expiration date.

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

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

Your DBE certification status will be honored by all of the U.S. DOT recipients in California.

Congratulations, and thank you for your interest in the California Unified Certification Program (CUCP). We wish you every business success and look forward to hearing from you if we may be of any assistance to you in this regard.

Should you have any questions, please contact Rolando Tuason at (213) 847-2642 or e-mail at rolando.tuason@lacity.org.

Sincerely,



HELMUT PEINDL, Certification Manager
Office of Contract Compliance
Bureau of Contract Administration

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

CL SURVEYING AND MAPPING

8401 WHITE OAK AVE., #113
RANCHO CUCAMONGA, CA 91730

Owner: LAM LE

Business Structure: PARTNERSHIP

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

NAICS Code(s) * Indicates primary NAICS code

- * 541370 Surveying and Mapping (except Geophysical) Services

Work Category Code(s)

C9826 LAND SURVEYING

Licenses

LS Land Surveyor

CERTIFYING AGENCY:

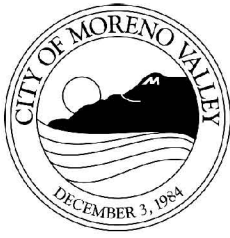
CITY OF LOS ANGELES
1149 SOUTH BROADWAY STREET
LOS ANGELES, CA 90015 0000

(213) 847-1922

UCP Firm Number: 38284

Kami Fitzgerald
CUCP OFFICER

October 26, 2009



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Raf</i>
CITY MANAGER	<i>MSS</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 13, 2012

TITLE: APPROVAL OF THE REVISED INTEGRATED GENERATION MANAGEMENT PROJECT, ICE BEAR DEPLOYMENT AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA) AND THE CITY OF MORENO VALLEY ELECTRIC UTILITY (MVU)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Revised Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority and the City of Moreno Valley Electric Utility (MVU).
2. Authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU).
3. Approve the appropriation of \$62,500 from the MVU Public Purpose Fund for the first year of the program.

BACKGROUND

SCPPA was formed in 1980 as a joint powers authority to finance the acquisition of generation and high-voltage transmission resources for its members. Today, the twelve SCPPA members include the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, Vernon, and the Imperial Irrigation District. Combined, SCPPA members deliver electricity to over 2 million residential and business customers that encompasses an area of approximately 7,000 square miles. SCPPA's role has evolved over the years to include legislative advocacy at the state and national levels, and cooperative efforts to reduce costs and improve operating efficiencies for members.

In December 2009, SCPPA entered into a Purchase and Sale Agreement with Ice Energy, the company that developed and manufactures the Ice Bear. The Board of Directors of SCPPA voted to allow non-SCPPA members to participate in the Ice Bear Project, and developed the Deployment Agreement for non-members.

The Ice Bear Project involves the procurement, acquisition, deployment, and commissioning of Ice Bear energy storage units which reduces peak demand and conserves daytime energy generation resources by shifting peak load energy usage to off-peak hours. This is accomplished by producing ice at night, and using the ice to cool refrigerant and provide air conditioning during the day. Ice Bear units are codified by the California Energy Commission as a building energy efficiency measure, and a LEED building enabling technology. MVU's goal is to utilize this utility scale energy storage application by deploying up to 10 Ice Bear units at locations where it benefits not only the customer, but also the utility by improving the efficiency of the electric distribution system.

SCPPA and its member utilities have performed heavy research on distributed energy storage, including five years of internal testing of the Ice Bear technology. There are Ice Bear demonstration units in the cities of Anaheim, Azusa, Burbank, Glendale, Los Angeles, Pasadena, and Riverside, and in the service territories of the Imperial Irrigation District, SDG&E, SCE, and PG&E. The research and analysis has shown that there are no alternative technologies that deliver peak load shifting within a packaged solution that is energy efficient, has zero water usage, has dispatch and control capabilities, and provides customers with little or no inconvenience when installed.

The City Council approved the Deployment Agreement on October 11, 2011. When the Agreement was sent to SCPPA for execution, staff was informed that changes had been made to the Agreement. Upon City Attorney review of the revised Agreement, it was recommended that the Agreement be taken back to City Council for approval.

DISCUSSION

There are two differences between the original Deployment Agreement approved by Council in October 2011 and this revised Agreement. Under the original Deployment Agreement, SCPPA was to act as Project Manager; the City will now act as Project Manager. The maintenance fee has been removed; when the first unit is installed, the City will enter into a Maintenance and Verification Services Agreement with Ice Energy that will provide for the continuing operation and maintenance of the Ice Bear units.

The City will still receive the same pricing for each unit as other SCPPA members; the price for each unit outside of SCPPA is substantially higher.

The cost per kW offset is \$2,170; it is assumed that the average unit offset will be 9 kW. In addition to the per-unit cost, there is a development cost of \$1,000 per unit, also payable to SCPPA. The development cost reimburses SCPPA for certain development costs incurred during the development phase of this project. Including any applicable sales taxes and regulatory fees, the initiation fee is set at \$25,000 per unit, to be paid upon the order of each Ice Bear unit. SCPPA will hold the funds in a separate account and pay Ice Energy incrementally as units are acquired, deployed, and commissioned. The funds used for the Ice Bear project will be Public Purpose Funds.

ALTERNATIVES

1. Approve the revised Integrated Generation Management Project Ice Bear Deployment Agreement between the Southern California Public Power Authority and the City of Moreno Valley and authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU). *The approval of the Agreement will benefit electric utility customers by shifting energy consumption to off-peak hours, and provide utility system benefits by improving distribution system reliability and reducing congestion by permanently reducing peak demand.*
2. Do not approve the revised Integrated Generation Management Project Ice Bear Deployment Agreement between the Southern California Public Authority and the City of Moreno Valley and do not authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU). *The City's electric customers would not be able to shift energy consumption to off-peak hours, and the electric utility's distribution system would not benefit.*

FISCAL IMPACT

The total cost of the program is \$250,000 if all ten Ice Bear units are deployed. The goal is to deploy up to ten units over four fiscal years, beginning this fiscal year. The first quarter of the program is budgeted in Business Unit 601.61010.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the economic development within the community.

NOTIFICATION

Posting of Agenda

ATTACHMENTS

Attachments: *Revised Integrated Generation Management Project Ice Bear Deployment Agreement between the Southern California Public Power Authority (SCPPA) and the City of Moreno Valley*

Prepared By:
 Jeannette Olko
 Electric Utility Division Manager

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

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

INTEGRATED GENERATION MANAGEMENT PROJECT

ICE BEAR DEPLOYMENT AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

THE CITY OF MORENO VALLEY

DATED MARCH 13, 2012

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INTEGRATED GENERATION MANAGEMENT PROJECT

ICE BEAR DEPLOYMENT AGREEMENT

1. PARTIES. The Parties to this Ice Bear Deployment Agreement (this “Agreement”), which is dated for convenience as of the 1st day of June, 2011, are the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California, hereinafter designated as “SCPPA” or as “the Authority” created under the provisions of the Act, and the City of Moreno Valley, a municipal entity authorized by the state of California. The City of Moreno Valley is also periodically designated in this Agreement as “Purchaser,” or, depending upon context, as “Project Participant”. The City of Moreno Valley and SCPPA are also sometimes herein referred to individually as the “Party” and together as the “Parties”. In addition, the City of Moreno Valley and certain other entities, including members of SCPPA, otherwise participating in the project to deploy Ice Bear Units within their service territories may be referred to collectively, in this Agreement, as “Project Participants.”

2. RECITALS, CONSTRUCTION AND PRELIMINARY MATTERS. The Recitals set forth herein and the facts, which follow, are incorporated into this Agreement by reference for all purposes. The facts and the circumstances of the Parties contained in the Recitals, among others, represent the background and framework for this Agreement, the aim and purpose of this Agreement and the intendments of the Parties with respect thereto. This Agreement has been reviewed by attorneys for both Parties and shall not be interpreted with reference to the rules of construction providing for construction against a Party responsible for drafting or creating a particular provision or section, but should instead be interpreted in a manner which broadly carries forth the goals and objectives of the Parties as expressed herein. References to “Sections,” “Annexes,” “Appendices,” “Schedules” and “Exhibits”, shall be to Sections, Annexes, Appendices, Schedules and Exhibits, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose nor given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein

of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. This Agreement is made with reference to the following facts among others:

- 2.1 SCPPA was created pursuant to provisions contained in the joint exercise of powers act found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended from time to time (the “Act”), by its members, which are municipalities and an irrigation district that supply electricity in the State of California, for the purpose of jointly and cooperatively undertaking planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation and maintenance of projects for the generation or transmission of electric energy, including generation saving technologies in accordance with the Act.
- 2.2 SCPPA’s members created SCPPA as a separate and independent public entity pursuant to the Act and pursuant to the Joint Powers Agreement between SCPPA and its members dated as of November 1, 1980 as amended.
- 2.3 Pursuant to the terms of the Act, and the Joint Powers Agreement constituting SCPPA’s formative instrument, SCPPA has the power to plan, develop, finance, own, acquire, design, construct, operate, maintain and repair electric generation or transmission projects or cause such projects to be planned, developed, financed, designed, constructed, operated, maintained and repaired, and to provide by agreement with a public agency of the State of California to perform such activities.
- 2.4 Purchaser is a duly organized municipal agency possessing the powers provided under California law. Pursuant to these law(s), Purchaser has the power to

provide electric service in a service area within Riverside County through its publicly owned electric system.

2.5 SCPPA and Purchaser desire to investigate, plan, design, develop and provide for the procurement, acquisition, deployment and commissioning of an integrated power supply and peak demand reduction technology which effectively conserves daytime energy generation resources. This peak reduction is accomplished by utilizing electric energy to produce ice at night during off-peak hours. This ice is then used to cool refrigerant and provide air conditioning during the day. This process has the result of, for a limited period of time each day, eliminating the electric load of the primary HVAC compressor and condensing units of commercial air conditioners that would otherwise operate, which typically coincide with the peak thermal load in the afternoon. Through this Project (as defined herein) SCPPA is willing to cooperate with Purchaser in the procurement, acquisition and deployment of Ice Bear Units (as defined herein) in Purchaser's service territory to pursue similar energy conservation goals as SCPPA is undertaking with respect to other entities participating in the SCPPA Integrated Generation Management Project. The achievement of peak energy saving and load shifting services through such means is contemplated to be accomplished by deployment of Ice Bear Units at commercial and light industrial customers' sites and at other potential sites as determined by Purchaser. These are sites that contribute significantly to peak system demand through air conditioner use. The Parties desire to carry forth such initial planning and development work and such deployment of those Ice Bear Units specified herein as may be necessary to bring the Project to fruition in order to provide this generation saving and load management resource to Purchaser.

2.6 SCPPA as the representative of those SCPPA members who have devoted substantial financial expenditures and resources to develop the SCPPA Integrated Generation Management Project is willing to contract with Purchaser under the terms and conditions of this Agreement.

- 2.7 Purchaser has need for potential deployment of the generation saving and peak energy reduction resources specified herein through the utilization Ice Bear Units and related load management technology within its electric service area. In addition Purchaser desires to meet certain electric system load requirements by shifting customer loads from peak periods to off-peak periods. In addition to shifting its electric system load requirements and more efficiently allocating the current and future capacity and energy needs of its customers, Purchaser desires to take advantage of any potential energy efficiency characteristics of the Ice Bear Units and related technology. Given these needs and to draw upon and utilize their combined resources, SCPPA and Purchaser have determined that it is desirable to enter into this Agreement to provide for planning, development and implementation of the Project and for the acquisition, deployment, installation and commissioning of Ice Bear Units through the framework and the relationships implicit in this Agreement.
- 2.8 Because of the significant and growing need for peak load shifting and energy efficiency features characterized by the Ice Bear Units and related technology in Purchaser's service territory, SCPPA and Purchaser desire to proceed with the planning, development and implementation of the Project.
- 2.9 To further the Project, SCPPA and Purchaser desire to proceed to carry forth the planning, development and implementation of the Project and to provide for the procurement, acquisition, engineering, construction, installation and commissioning of the proposed Project.
- 2.10 Through this Agreement the Parties intend to, among other things: (i) pursue certain Planning and Development Work (as defined below) for the Project, including the preparation of regulatory applications, carrying out potential site reviews, take those measures necessary for leasing or access arrangements, obtain planning studies, surveys, permits, licenses, entitlements, approvals, cost estimates and construction, placement and deployment schedules; (ii) take such other actions as are necessary or desirable for securing of any regulatory approvals and meeting environmental requirements to undertake the Project; (iii)

determine the feasibility and estimated cost of the Project; (iv) secure all property rights and entitlements; (v) permit the acquisition of equipment, goods, materials, parts, facility assets or other items (or the acquisition of an option to purchase any of same in the future) to facilitate the timely or cost-effective deployment of the Project; (vi) cause to be provided advisory and consulting services related to the Project, including engineering, environmental, regulatory, legal, financial, accounting and related services, through contracts or otherwise; and (vii) provide a mechanism to facilitate payment from Purchaser to SCPPA for SCPPA's costs for the Planning and Development Work and Deployment and Operation Costs carried out in furtherance of this Project, in the manner hereinafter provided.

- 2.11 It is contemplated by the Parties pursuant to this Agreement that, upon delivery of the Ice Bear Units specified herein, title to such units shall pass to Purchaser and Purchaser shall be solely responsible for the legal consequences associated with the placement of the Ice Bear Units specified herein, within the City of Moreno Valley service territory.
- 2.12 Therefore, pursuant to the terms of this Agreement, Purchaser shall take ownership and responsibility for the Ice Bear units specified herein and, in accordance with this Agreement for those matters and consequences associated with the deployment of these units in its service territory.

3. AGREEMENT. In consideration of the mutual covenants herein, the Parties agree as follows:
4. DEFINITIONS. In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and in the exhibits attached hereto and initially capitalized, shall have the meanings specified:
 - 4.1 Agreement. This Agreement, as more specifically set forth in Section 1 hereof, as it may be amended from time to time.
 - 4.2 Board of Directors. The Board of Directors of the Southern California Public Power Authority.
 - 4.3 Balance Fee. "Balance Fee" shall be as defined in Section 6.5.3.
 - 4.4 Costs. "Costs" are defined to mean, the Initiation Fee as adjusted by the Balance Fee, and as applicable pursuant to the terms of this Agreement, which, except as otherwise provided herein, include all Planning and Development Work Costs and all Deployment and Operation Costs for the purpose of the Project.
 - 4.5 Deployment and Operation Costs. All costs and expenses relating to the purchase and acquisition of Ice Bear Units and of equipment and goods, and for installation, construction or deployment resources, or other assets relating to the Project (including the acquisition of an option or options for procurement or to purchase any of same in the future) for the benefit of the Project that will facilitate the deployment, construction, installation and commissioning of the Project.
 - 4.6 Executive Director. The Executive Director of the Southern California Public Power Authority.
 - 4.7 Ice Bear Unit. "Ice Bear Unit" means a distributed energy storage unit sold by Ice Energy and generally comprised of an ice make condensing unit, an ice storage tank, an ice cooling circuit, and associated controls and sensors.
 - 4.8 Initiation Fee. "Initiation Fee" shall be as defined in Section 6.5.1

- 4.9 Joint Powers Agreement. The “Southern California Public Power Authority Joint Powers Agreement” dated as of November 1, 1980, as amended and modified, entered into pursuant to the provisions of the Act, between SCPPA and its members.
- 4.10 Party. This term shall have the meaning ascribed thereto in Section 1 hereof.
- 4.11 Planning and Development Work. All activities necessary or desirable to (i) determine the conceptual design of the Project, (ii) determine the MW of Ice Bear Units required or desired by Purchaser to be deployed in its service territory, (iii) determine the nature of the structure through which Purchaser will participate in the Project, including the acquisition structure, and determine and develop those documents, instruments, agreements or arrangements necessary or desirable to achieve the agreed upon Project structure (iv) perform legal work, investigative and due diligence work, reliability studies, site studies, construction matters, placement considerations, engineering or environmental studies or work, or any other reviewing, regulatory, environmental, permitting, licensing or entitlement work as may be required for the Project, (v) estimate the Project’s costs including but not limited to the costs of construction and the purchase or procurement, as appropriate, of resources necessary to bring the Project to commercial operation, (vi) estimate the schedule for planning and development and for Project construction, including but not limited, as appropriate, to any anticipated schedules for any proposed purchase or procurement, (vii) perform any necessary unit, interconnectivity or compatibility studies and take any actions with respect to any existing facilities to facilitate the effective development, deployment and delivery of the benefits of the Project, (viii) identify the specific sites for placement of Ice Bear Units, obtain all appropriate agreements with private parties or public entities to facilitate the placement of Ice Bear Units, and obtain all unit interconnection rights, licenses, permits or entitlements and perform any other studies and carry out any other necessary actions associated with the deployment and placement of Ice Bear Units, (ix) determine the optimal site configuration to carry forth the Project, develop the appropriate Site Access

Agreements and obtain all necessary rights, entitlements and arrangements for the deployment of the Project, (ix) obtain the appropriate permits, certifications, licenses, entitlements and approvals, including but not limited to any applicable regulatory certifications or permits (x) develop the agreements and contracts necessary to construct the Project including but not limited to any project labor agreement or agreements, (xi) determine whether Deployment and Operation Costs should be incurred and take all necessary or desirable actions relating thereto, and (xii) perform all other activities related to the Project as determined by the Project Manager to be consistent with this Agreement.

- 4.12 Planning and Development Work Costs. All costs and expenses necessary or desirable to complete Planning and Development Work and all costs as further described in Section 6.3 hereof.
- 4.13 Project. The proposed deployment of Ice Bear Units as may be further defined in Attachment #1, within Purchaser’s service territory, the placement of such Ice Bear Units into operation to obtain the load shifting and energy efficiency benefits of such Ice Bear Units. The Project entails the proposed deployment and placement of such Units at multiple customer locations in Purchaser’s service territory to be identified and enrolled by Ice Energy as directed by Purchaser, and including all related agreements and arrangements, and all appurtenant equipment thereto, and all necessary or related facilities to carry forth the deployment and commissioning of the Ice Bear Units for Purchaser.
- 4.14 Project Agreements. This Agreement, the Power Services Agreement (if any), the Ice Bear Unit Purchase and Sale Agreement, the Maintenance and Verification Services Agreement, the Site Access Agreements or similar agreements, leases or licenses relating to the placement and deployment of the Ice Bear Units at customer locations, and other agreements providing for the continuing operation and maintenance of the Ice Bear Units as determined by Purchaser and the Board of Directors, and any other agreement or agreements designated as a “Project Agreement” by the Board of Directors.

- 4.15 Project Manager. "Project Manager" shall be as defined and appointed in Section 5 hereof.
- 4.16 Project Representative. The person appointed by Purchaser pursuant to Section 23 to act as a liaison between Purchaser and SCPPA with respect to the performance of this Agreement and to represent Purchaser in all phases of the administration of this Agreement. The Project Representative shall be reposed with the authority, among other things, to manage those responsibilities of Purchaser in coordination with the Project Manager as set forth in Section 5 as well as those tasks described in Section 9.3.
- 4.17 Prudent Utility Practice. Any of the practices, methods and acts, which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition, taking into account the anticipated design and operational characteristics of the Project and the fact that Prudent Utility Practice is not intended to be limited to the optimum practice, methods or acts to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Utility Practice includes due regard for manufacturers' warranties and requirements of governmental agencies of competent jurisdiction and shall apply not only to functional parts of the Project, but also to appropriate structures, landscaping, painting, signs, lighting, other facilities, operational procedures, maintenance procedures, and public relations programs reasonably designed to promote public enjoyment, understanding and acceptance of the Project.
- 4.18 Site Access Agreements. The Site Access Agreements, ground leases, site leases, licenses or other similar agreement between the Purchaser, SCPPA and other parties to further the ability to place Ice Bear Units upon property on which the

Ice Bear Units are to be located, including all applicable easements, right of ways, and certain related facilities, equipment or other assets as specified therein.

4.19 Willful Action. This term shall have the meaning ascribed thereto in Section 13.4 hereof.

5. PROJECT MANAGER.

5.1 Appointment. The Parties hereby appoint, designate and authorize the City of Moreno Valley to act as Project Manager for the potential deployment of those Ice Bear Units contemplated to be placed within its service territory , and to carry out, as agent for and on behalf of the Parties and principal on its own behalf, the Planning and Development Work as well as the incurrence of Deployment and Operation Costs but only as specified in this Agreement.

5.2 Term. The Project Manager shall serve during the term of and pursuant to this Agreement. The Project Manager may not be removed nor shall have the right to resign, and will be replaced if otherwise unavailable to perform the duties, during the term of this Agreement only with the mutual assent of both Parties to this Agreement.

5.3 Authority of the Project Manager. Subject to the express limitations of this Agreement, the Project Manager is authorized, in its discretion, in the performance of Planning and Development Work and deployment and operational work, to incur costs, liabilities and obligations and to perform and arrange for the performance of Planning and Development Work. The Project Manager may perform work through its own employees, or through consultants, attorneys, engineers, contractors or otherwise. To assist the Project Manager in its responsibilities, at the Project Manager's request, SCPPA will endeavor to furnish any such further information as may be reasonably available relating to similar tasks or responsibilities as may confront the Project Manager, which the Project Manager may find useful in performance of work and/or to meet the requirements of regulatory agencies having jurisdiction over the Project or any part thereof

5.4 Duties and Responsibilities of the Project Manager. Subject to the provisions of Section 9 hereof, the duties and responsibilities of the Project Manager in performing Planning and Development Work, as applicable, under this Agreement shall include but not be limited to:

5.4.1 Developing a Project plan including, among other things, Project cost estimates and schedules and arrangements for delivery of Project resources.

5.4.2 Arranging and negotiating contracts for furnishing, purchasing, procuring and obtaining from any source it may select (including any Party), engineering, architectural, construction, legal, environmental, regulatory, financial, accounting and other services necessary or desirable for the performance and completion of Planning and Development Work and the performance and completion of work relating to Deployment and Operation Costs.

5.4.3 Administering, performing and enforcing contracts entered into for Planning and Development Work and entered into relating to Deployment and Operation Costs and furnishing conformed copies of such contracts as requested by SCPPA.

5.4.4 Complying with any and all laws and regulations applicable to the performance of Planning and Development Work and to the incurrence of Deployment and Operation Costs.

- 5.4.5 Enforcing all claims against contractors, subcontractors, suppliers, consultants and others arising out of Planning and Development Work or relating to Deployment and Operation Costs.
- 5.4.6 At the request of SCPPA, providing reasonably available assistance and furnishing information that it has relating to Planning and Development Work or to Deployment and Operation Costs.
- 5.4.7 Preparing a final completion report for SCPPA upon termination of this Agreement, summaries of executed Project contracts, and a final cost report for Planning and Development Work and Deployment and Operation Costs.
- 5.4.8 Not permitting any unsatisfied liens arising out of Planning and Development Work or the incurrence of Deployment and Operation Costs to remain in effect other than liens for taxes or assessments not yet delinquent, liens for workers' compensation awards and liens for labor and material not yet perfected, provided that the Project Manager shall not be required to pay or discharge any such lien as long as the Project Manager is contesting such lien in good faith.
- 5.4.9 Assisting in the negotiations for and preparing all Project Agreements.
- 5.4.10 Determining the advisability of incurring Deployment and Operation Costs.

5.4.11 Procuring and maintaining in force, insurance coverage for Planning and Development Work in such form and amounts as Purchaser or the Board of Directors may deem to be necessary or desirable.

5.4.12 Conducting all other activities deemed necessary or desirable to complete Planning and Development Work and to complete work relating to the incurrence of Deployment and Operation Costs and performing such other functions and duties as may be assigned to it by SCPPA, but in any event in a manner consistent with this Agreement.

6. PLANNING AND DEVELOPMENT WORK BUDGET; SCHEDULE; COSTS; AND AUDITS.

6.1 Budget. The Parties acknowledge that SCPPA has incurred costs under a defined initial budget. Any increase in or modification of such budget or any subsequently revised budget shall be subject to the prior review and approval, as applicable, of the Executive Director or the Board of Directors.

6.2 Schedule. The Parties shall develop an initial schedule and, as applicable, any modifications or revisions to such schedule for Planning and Development Work and the incurrence of any additional Deployment and Operation Costs. Any modification of such schedule or any subsequently revised schedule shall be subject to the prior review and approval, as applicable, of the Executive Director or the Board of Directors, and any additional incurrence of Deployment and Operation Costs shall be the sole responsibility of the purchaser..

6.3 Planning and Development Work Costs. Planning and Development Work Costs shall include:

6.3.1 All costs of services, transportation, studies, and engineering, architectural, construction, legal, environmental, regulatory, financial,

accounting and other services necessary or desirable for the performance and completion of Planning and Development Work and the performance and completion of work relating to Deployment and Operation Costs, performed by the Project Manager in its capacity as Project Manager or by any other person or entity, in connection with this Agreement and approved by the Project Manager (including, but not limited to, costs for Planning and Development Work incurred but not paid by Purchaser prior to the effective date of this Planning and Development Agreement).

- 6.3.2 Payroll and other expenses of Project Manager's employees while performing work in connection with this Agreement, including applicable overhead costs and labor loading charges, including but not limited to time off allowances, payroll taxes, workers' compensation insurance, retirement and death benefits and other employee benefits. Labor loading shall be in conformance with the Project Manager's in-house rates as adjusted from time to time.
- 6.3.3 Applicable costs of materials, supplies, services and apparatus used in connection with this Agreement.
- 6.3.4 All costs incurred with respect to Deployment and Operation Costs that are incurred prior to the execution of any agreement pursuant to which Deployment and Operation Costs will be paid.
- 6.3.5 Federal, state, and local taxes, payments in lieu of taxes, and permit, entitlement, license, certification, and approval-related fees of any character arising out of the performance of this Agreement.
- 6.3.6 All costs for any insurance in such form and amounts as determined by the Project Manager or the Board of Directors.
- 6.3.7 All costs of the Project Manager, including payments made out of the self-insurance fund, if any, of the Project Manager, and to the extent not

initially provided for by insurance, of discharging or paying any liability and loss, damage and expense, including costs and expenses for attorneys' fees, and other costs of defending, settling or otherwise administering claims, liabilities or losses arising out of workers' compensation or employers' liability claims or by reason of property damage or injuries to or death of any person or persons or by reason of claims of any and every character resulting from, arising out of or connected with the performance of the Planning and Development Work, whether wholly or partially by the negligence of the Project Manager or its respective employees or agents.

6.3.8 The Project Manager's administrative and general expenses to cover services in the performance of Planning and Development Work and administrative and general expenses incurred by the Project Manager in connection with services regarding the incurrence or proposed incurrence of Deployment and Operation Costs.

6.3.9 The cost of any audit carried out under or pursuant to the terms of this Agreement.

6.3.10 All out-of-pocket expenses relating to Planning and Development Work.

6.4 Audit of Planning and Development Work Costs. Should the Board of Directors and Purchaser deem it advisable it may cause to be conducted one or more interim audits of all Planning and Development Work Costs and Deployment and Operation Costs expended to the date of the interim audit, including Planning and Development Work Costs incurred prior to the effective date of this Agreement.

6.5 Billing methodology.

6.5.1 Purchaser shall pay to SCPA all Project related costs associated with the deployment of Ice Bears within their service territory and as initially identified within Attachment #1, and as updated from time to

time within the terms and conditions of this Agreement. Purchaser will pay a fixed fee of one thousand dollars (\$1,000.00) per Ice Bear as a defined share which Purchaser and SCPPA have agreed constitute Planning and Development Costs which have been incurred by SCPPA in bringing the Project to fruition. Purchaser will pay to SCPPA a fixed invoiced amount of twenty five thousand dollars (\$25,000), the “Initiation Fee” to initiate the order of each Ice Bear unit. This invoiced amount may be revised if SCPPA encounters unexpected Planning and Development Work Costs or unexpected Deployment and Operations Costs such as liability claims or overheads or exposures relating to the Project.

- 6.5.2 It is agreed by the Parties that, as between Purchaser and SCPPA, Purchaser shall assume the risk of any liability exposure with respect to the Ice Bear Units and shall (as between SCPPA and Purchaser) assume all other risks arising from improper installation, safety, malfunctioning equipment, or other exposures. Nothing herein however shall in any manner relieve any third party equipment manufacturer, supplier, servicer, or installer of any liability.
- 6.5.3 Upon commissioning of each unit, SCPPA will present to the Purchaser the itemized cost of each Ice Bear installation, including any directly attributable, variable cost difference observed from the Initiation Fee and the actual costs incurred, the “Balance Fee.” If the Balance Fee is positive, Purchaser shall pay this Fee as defined for any other invoice herein. If the Balance Fee is negative, SCPPA shall apply this value as a credit to the next applicable invoice, or if requested by Purchaser, refund the credit balance to Purchaser. Additionally, Purchaser will process all forms and agreements as required to take ownership of the equipment and any other provisions for ongoing operation or maintenance, including requested releases or other forms which may be required by SCPPA.

6.6 Other or Additional Billing Methodologies or Cost Reconciliation Mechanisms. Purchaser through its Project Representative and SCPPA through its Executive Director may agree that SCPPA utilize other or different billing methodologies or cost reconciliation mechanisms, as an alternative to the budgetary mechanisms set forth herein, to address the potential variability of SCPPA's cost obligations in carrying forth Development Work or the incurrence of Deployment and Operations costs in connection with work performed under this Agreement. The Parties may by written mutual agreement, carried forth pursuant to this Section 6.6, authorize or prescribe other billing, payment, costing and cost reconciliation mechanisms to address such billing, payment, costing and cost reconciliation issues as may from time to time arise with respect to the Project.

7. DEPLOYMENT AND OPERATION COSTS.

7.1 Deployment and Operation Costs Authorization. The Project Manager is authorized to incur Deployment and Operation Costs in support of the Project in a manner and to the extent authorized by the Executive Director, however purchaser shall be solely responsible for costs incurred.

8. PAYMENT OF COSTS.

8.1 Payment of Costs. Except as otherwise provided in Section 5.4.9 hereof, by the sixteenth (16th) day of the month or within thirty (30) days after receipt of an invoice, whichever is later, Purchaser shall pay to SCPPA its Costs. All such amounts so paid may be expended by SCPPA in accordance with the terms of this Agreement.

8.2 Payment of Invoices. Purchaser shall make payment of invoices which are billed for the costs, expenses, liabilities and obligations of the Project including the Initiation Fee and any applicable Balance Fee and, as applicable pursuant to the terms of this Agreement, Planning and Development Work Costs and Deployment and Operation Costs, to SCPPA, at the following address:

Southern California Public Power Authority
225 South Lake Avenue
Suite 1250
Pasadena, California 91101

SCPPA shall deposit all such payments made to it in a separate account. All payments from such account shall be made by SCPPA upon the direction of the the Executive Director or the Board of Directors.

8.3 Disputed Invoices. If any portion of an invoice is disputed, the total invoice, including the disputed amount, shall be paid to SCPPA when due and under protest. If the disputed amount is found by SCPPA to be incorrect such amount shall be promptly refunded to Purchaser. Payments not made under protest shall be deemed to be correct, except to the extent that audits may reveal overpayments or underpayments by Purchaser.

8.4 Adjustments to Billings. Adjustments to billings resulting from an audit described in Section 8.3 hereof shall be made within thirty (30) days of resolution.

9. ROLE OF THE PURCHASER, THE BOARD OF DIRECTORS AND SCPPA'S EXECUTIVE DIRECTOR.

9.1 Participation of Purchaser. The performance contemplated under this Agreement and rights and obligations of SCPPA under this Agreement shall be subject to the control of the Board of Directors. Actions by the SCPPA Board of Directors will be carried forth with consideration given to Purchaser's views and Purchaser's desires with respect to this Project. For purposes of this agreement, Purchaser acknowledges that it has no project share and no voting rights with relation to the SCPPA Board of Directors. Purchaser may participate in the SCPPA Board of Directors meetings with respect to any matter or action which affects the Project and Purchaser will cooperate with SCPPA and the Board of Directors to provide for effective interchange of information relating to the Project and to provide coordination on a prompt and orderly basis to SCPPA, in connection with the

various financial, administrative and technical matters which may arise from time to time in connection with administration of Costs affecting the Project.

9.2 Delegation. Notwithstanding any other provision of this Agreement, to secure the effective cooperation and interchange of information among the Parties in connection with various administrative, technical and other matters which may arise from time to time in connection with the Planning and Development Work and in the incurrence of Costs associated with the Project, in appropriate cases the authority, duties and responsibilities of the Board of Directors under this Section 9 may be delegated to the Executive Director.

9.3 Purchaser's Project Representative. In accordance with the provisions of Section 22 herein, Purchaser shall designate an individual to act as its Project Representative who shall be responsible for the ongoing exchange of information, coordination and cooperation with SCPPA with respect to the Project. Purchaser may designate alternate representatives by similar notice to act as alternates in place of or on behalf of its regular Project Representative, in the absence of the regular representative or to act on specified occasions with respect to specified matters. Purchaser shall promptly give notice to SCPPA of any change in the designation of its representative or alternate representative.

9.3.1 Duties of the Project Representative include, but are not limited to the following: Obtaining appropriate leases, permits, access rights, licenses, entitlements, rights, certifications and approvals, including such city, county or other local approvals as may be necessary or appropriate to the Project and, prior to obtaining same, identifying all major contractual, regulatory and permitting conditions proposed to be imposed with respect to such leases, permits, access rights, licenses, entitlements, rights, certifications and approvals, which conditions shall be agreed upon between the Purchaser and SCPPA.

- 9.4 Duties and Responsibilities of the Board of Directors. Unless delegated to the Executive Director pursuant to Section 9.2 the Board of Directors shall have the following duties and responsibilities, among others:
- 9.4.1 Exercise general supervision over any committees created pursuant to Section 9.6 hereof, if any such committees are so established
 - 9.4.2 Review, discuss and attempt to resolve any problems, disputes or issues relating to the Project.
 - 9.4.3 Review written statistical and administrative reports and information and other similar reports and records furnished to the Board of Directors by the Project Manager.
 - 9.4.4 Review and act upon all proposed budget revisions prepared and submitted by the Project Manager.
 - 9.4.5 Review and act upon all recommendations of the Project Manager to incur Deployment and Operation Costs.
 - 9.4.6 Review and act upon revisions recommended by the Project Manager with respect to the description of the Project, which revisions shall be in accordance with Prudent Utility Practice.
 - 9.4.7 Review and act upon other recommendations of the Project Manager.
 - 9.4.8 Review and act upon any and all contracts or contract amendments negotiated and arranged for by the Project Manager which relate to Planning and Development Work or the incurrence of Deployment and Operation Costs.
 - 9.4.9 Review and act upon all proposed amendments to this Agreement and, if any such amendment or amendments are approved, provide for the forwarding of same to the Purchaser for its consideration.

9.4.10 Review and act upon any litigation or potential litigation, including the settlement thereof, relating to Planning and Development Work or the Project.

9.4.11 Review and approve the form of each Project Agreement, if so required, prior to the circulation thereof for execution pursuant to Section 12 hereof.

9.4.12 Perform such other functions and duties as are assigned to it in this Agreement.

9.5 Audits. The Board of Directors may, where appropriate, arrange for audits, per the terms of this agreement, of the books and cost records of the Project Manager and any cost reimbursable consultant or contractor, relating to the performance of Planning and Development Work or the incurrence of Deployment and Operation Costs.

9.6 Establishment of Other Committees. The Board of Directors may establish other committees, including, but not limited to, auditing, legal, financial, engineering, operating, insurance, environmental and public information committees. The authority, membership, rules and duties of any such committee, if established, shall be as prescribed by the Board of Directors, and each such committee shall be subject to the provisions of this Agreement and shall be responsible to the Board of Directors.

10. OBLIGATIONS OF THE PARTIES.

10.1 Sharing of Studies. Purchaser and SCPPA shall share among themselves and with the other participating SCPPA members, copies of reports and studies which may have been developed during the planning and development stage related to the Planning and Development Work in addition to those described in Section 5 hereof.

10.2 Purchaser's Payment Obligations Unconditional; No Release of Project Manager from Its Obligations; Action by Parties Against Third Parties or Under this

Agreement. The obligation of Purchaser to make payments under this Agreement is absolute and unconditional, irrespective of any rights of setoff or counterclaim Purchaser might otherwise have against SCPPA. Purchaser shall be responsible for such payments to SCPPA for any costs incurred by SCPPA for the benefit of Purchaser and the Project. This provision shall not be construed to release either SCPPA or Purchaser from the performance of either Party's obligations or undertakings contained in this Agreement or to release the Project Manager from any of its obligations or undertakings, or, except to the extent provided in this Section, prevent or restrict any Party at its own costs and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement; provided, however, that the costs incurred by SCPPA in prosecuting or defending any such action or proceeding or taking any other action to secure or protect its rights under this Agreement shall be Planning and Development Work Costs which shall be paid as incurred by SCPPA, in accordance with this Agreement.

10.3 Parties to Furnish Information. In addition to its obligation to provide information to each other as provided in Section 5.3 hereof, SCPPA and Purchaser each agree to cooperate fully in connection with any regulatory authority, as required, in connection with obtaining leases, permits, licenses, access rights, entitlements, rights, certifications and approvals, including such city, county or other local approvals as may be necessary or appropriate to the Project pursuant to Section 9.3.1 hereof. Such cooperation may include, but shall not be limited to, the furnishing of necessary financial, operational and other information of either Party as related to the Project.

11. WITHDRAWAL FROM THE PROJECT.

11.1 Withdrawal from the Project. Either Party may unilaterally terminate this Agreement at any time during the Term upon 30 days written notice to counterparty. Upon such unilateral termination by Purchaser, SCPPA shall transfer or assign to Purchaser, and Purchaser shall assume all SCPPA's rights, responsibilities, obligations and liabilities associated with the Project including all

rights and obligations of SCPPA under any Project Agreement only to which they are associated with the Project as set forth herein. To the extent permitted by any contract entered into by SCPPA to carry out Planning and Development Work or to pay for Deployment and Operation Costs SCPPA shall assign the rights and obligations of SCPPA under such contract to Purchaser. Notwithstanding the unilateral withdrawal right under this Section 11.1, if any of Purchaser's obligations associated with the Project, pursuant to any Project Agreement or any other applicable agreement for development of the project, survive said transfer from SCPPA to Purchaser, then any such obligations shall continue to remain the obligation of Purchaser and shall survive under this Agreement. Any outstanding payment obligations of Purchaser incurred prior to the date of withdrawal and any outstanding Costs incurred by the Project Manager prior to the date of withdrawal shall continue until satisfied by Purchaser, and Purchaser shall be entitled to access to and, upon request, receive copies of documents relating to Planning and Development Work and the incurrence of Costs pertaining thereto.

11.2 No Reimbursement of Costs Upon Withdrawal, Exception. Should Purchaser withdraw from the Project pursuant to Section 11.1 herein, it shall not be entitled to reimbursement of Planning and Development Work Costs incurred by SCPPA. Purchaser shall reimburse SCPPA for any costs incurred resulting from withdrawal, whether the withdrawal is initiated by the Purchaser or SCPPA.

12. EXECUTION OF ADDITIONAL PROJECT AGREEMENTS. As soon as practicable after the Parties have elected, the Project Representative shall assist SCPPA in the preparation and approval of (i) any remaining Project Agreements which may be appropriate for the Project and (ii) such other matters as shall be necessary or desirable to complete said Project Agreements. The Parties hereby agree that they will use their best efforts to obtain all such authorizations and approvals as promptly as possible.

13. LIABILITY.

- 13.1 Limitation on Liability. It is hereby recognized and agreed that SCPPA's directors, officers and employees shall not be individually liable with respect to any loss or damage resulting from Planning and Development Work, matters relating to Deployment and Operation Costs or the performance or nonperformance of any obligation under this Agreement. The obligations of SCPPA under this Agreement shall never constitute a debt or indebtedness of SCPPA within the meaning of any provision or limitation of the Constitution or statutes of the State of California and shall not constitute or give rise to a pecuniary liability of SCPPA or a charge against its general credit
- 13.2 Indemnification for Claims of Retail Customers. Purchaser shall assume all liability for any claim, action or judgment, whether or not caused by negligence, arising out of or in connection with the planning, development, implementation, acquisition, deployment, installation, commissioning, and placement of Ice Bears in its service territory or service to any of its retail customers, caused by the operation or failure of operation of the Project or any portion thereof under this Agreement and shall indemnify and hold harmless SCPPA from any such claim, action or judgment (including reasonable attorneys' fees and other costs of defense).
- 13.3 Allocation of Costs to Discharge Liability. The costs and expenses of discharging liability of either of the Parties to a person or entity other than a Party, resulting from Planning and Development Work, the incurrence of Deployment and Operation Costs or the performance or nonperformance of any obligation under this Agreement shall be allocated solely to Purchaser as the Party for whose benefit the Project is undertaken.
- 13.4 Indemnification for Willful Action. Purchaser shall be responsible for the consequences of its own Willful Action and breach of fiduciary obligation in connection with the performance or nonperformance of this Agreement and Planning and Development Work, and work associated with the incurrence of

Deployment and Operation Costs, and shall indemnify and hold harmless SCPPA, members of its governing body, its directors, officers and employees from the consequences thereof to the extent allowed by law; provided, however, that notwithstanding anything to the contrary in this Agreement, and to the extent provided by law, any such Willful Action or breach of fiduciary obligation by SCPPA, its directors, officers or employees shall not require same to indemnify or hold harmless Purchaser, its directors, members of its governing bodies, officers or employees. Purchaser shall, to the extent allowed by law, indemnify and hold harmless SCPPA, its directors, officers and employees for any liability and related expenses (including costs of attorneys) incurred and not covered by insurance resulting from Planning and Development Work, the incurrence of Deployment and Operation Costs or the performance or nonperformance of any obligation under this Agreement.

13.5 Willful Action. For the purpose of this Section 13, Willful Action shall be defined as:

13.5.1 Action taken or not taken by or on behalf of a Party (including the Project Manager) at the direction of its members, directors, members of its governing body or bodies, officers or employees having management or administrative responsibility affecting its performance under this Agreement, which is any of the following:

13.5.1.1 Action which is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent or knowledge that injury or damage would result or would probably result therefrom.

13.5.1.2 Action which has been determined by final arbitration award or final judgment or judicial decree to be a material default under this Agreement and which action occurs or continues beyond the time specified in such arbitration award, judgment or judicial decree for curing

such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default.

13.5.1.3 Action which is knowingly or intentionally taken or not taken with the intent or knowledge that such action taken or not taken is a material default under this Agreement.

13.5.2 The phrase “employees having management or administrative responsibility” as used in this Section 13.4 means the employees of a Party who are responsible for one or more of the executive functions of planning, organizing, coordinating, directing, controlling or supervising such Party’s performance under this Agreement with responsibility for results, but does not include any independent contractor.

13.5.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental or negligent.

13.6 No Relief of Insured Obligations. The provisions of Section 13 shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of a valid and collectible insurance policy.

14. DEFAULT.

14.1 Notice of Default. If either Party to this Agreement is of the opinion that the other Party is in default under this Agreement, the Party having that opinion may give written notice to the other Party of the alleged default. At its next regularly scheduled meeting the Board of Directors, with the participation of the Purchaser, shall attempt to informally resolve the matter. If no such informal resolution can be achieved by the Board of Directors, the Board of Directors shall determine the existence and nature of the alleged default after opportunity by each Party to provide a full presentation of all facts and issues in dispute, by a vote taken by the Board of Directors. If it is determined by such vote that a default exists, the

Board of Directors shall request that the defaulting Party immediately cure the default.

14.2 Obligation to Cure Default. Subject to Section 14.3 hereof, a Party determined to be in default by the Board of Directors pursuant to Section 14.1 shall take all steps necessary to cure such default as promptly and completely as possible.

14.3 Initial Dispute Resolution of Alleged Default. In the event that a Party shall dispute the existence or nature of a default determined by the Board of Directors with the participation of the Purchaser pursuant to Section 14.1 hereof, such Party shall pay the disputed payment or perform the disputed obligation but may do so under protest. Any such protest shall be promptly filed in writing with the Secretary of the Board of Directors and shall specify the ground on which the protest is based. Upon the filing of such a protest the Parties agree that the Parties shall first employ the non binding mediation process which is set forth in this Section 14.3 before initiating any other type of legal action.

14.3.1 Unless the time requirement is otherwise extended by the mutual assent of the Parties, as soon as practicable after the filing of the protest of a Party pursuant to Section 14.3 but not later than thirty (30) days after the determination by the SCPPA Board of Directors pursuant to Section 14.1 herein, the parties shall select a retired judge or other disinterested person with previous mediation experience to serve as mediator. Unless this requirement is waived by the mutual agreement of the Parties, the mediator, in his or her personal capacity, shall not be a ratepayer of Purchaser or customer or equipment user of Ice Energy equipment. Unless otherwise waived by mutual agreement of the Parties, either Party may require disclosure by the mediator of those matters, as shall be specified by the requesting Party, which are set forth in Standard 7 of the "Ethics Standards for Neutral Arbitrators in Contractual Arbitration" (Division VI of Appendix to California Rules of Court) or such successor ethical standard for neutral arbitrators in contractual arbitration promulgated by the California Judicial Council

or its successor body, requiring neutral arbitrators in contractual arbitrations to disclose certain interests they may have in relation to the matter to the parties.

14.3.2 If the Parties are unable to agree upon a mediator, the Parties shall obtain a list of proposed mediators from the Judicial Arbitration and Mediation Service (JAMS) or successor organization. Unless waived by the Parties the proposed mediators shall satisfy the conditions regarding rate payer status and Ice Energy customer status and disclosure set forth in Section 14.3.1. Once the list is provided, the Parties shall each have ten (10) days in which to strike names objected to, number the remaining names in order of preference, and return the list to the JAMS. If a Party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the JAMS shall invite the acceptance of a mediator to serve. If the Parties fail to agree on any of the persons named, or if acceptable mediators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the Parties shall repeat the procedure set forth in this Section 14.3.2 unless the Parties shall agree to another process for selection of a mediator.

14.3.3 The mediation shall be commenced within sixty (60) days of the final determination by the SCPPA Board of Directors and Purchaser, referenced in Section 14.1, that it is unable to resolve the dispute and shall be concluded within twenty (20) days from the commencement of the mediation unless the time requirements are extended upon agreement of the Parties.

14.3.4 Failure of Resolution through Mediation. If the non binding mediation set forth herein fails to resolve the dispute and if the dispute still cannot, even with the hindsight of the mediation, be resolved by the

SCPPA Board of Directors, either Party may take any action permitted by law to enforce its rights under this Agreement, including but not limited to termination of this Agreement, and/or bring any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement or obligation in dispute.

15. ARBITRATION. Nothing herein shall prevent the Parties from resolving any dispute under this Agreement by submission of the dispute to such form of arbitration as the Parties may agree upon, provided however, that the Parties shall first exhaust the mediation process set forth in Section 14 hereof.

16. RELATIONSHIP OF PARTIES.

16.1 Individual Responsibility. The covenants, obligations and liabilities of this Agreement shall not be construed to create an association, joint venture, trust, partnership or other legal entity or to impose a trust or partnership covenant, obligation of liability on or with regard to the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement; provided, however, that any liability incurred by SCPPA as a direct result of this Agreement shall be treated as Planning and Development Work Costs which shall be paid or reimbursed by Purchaser.

16.2 Sharing of Costs Where Feasible and Practicable. The Parties mutually acknowledge that certain SCPPA members have expressed interest in planning and developing the potential placement of Ice Bear Units within their respective service territories, in addition to the interest expressed by Purchaser. The Parties acknowledge that the methodology to share such costs is defined within this Agreement and Purchaser agrees to pay its share of all such costs.

17. BINDING OBLIGATIONS. All of the obligations set forth in this Agreement shall bind the Parties and their successors and assigns.

18. ASSIGNMENT. Neither Party hereto may assign or convey all or part of its rights, interests and obligations under this Agreement to a third party.

19. GENERAL PROVISIONS.

19.1 Waiver Not to Affect Subsequent Defaults. A waiver at any time by any Party of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any other or subsequent default or matter.

19.2 Execution in Counterparts. This Agreement may be executed in counterparts, and each Party shall deliver its executed counterparts to the Project Manager and Purchaser. All such counterparts, collectively, shall constitute but one and the same agreement.

19.3 No Rights in Third Parties or Duties Created. Except as provided in this Agreement, the Parties do not create any rights in or grant remedies to any third party as a beneficiary of this Agreement or create for the benefit of any third party any duty or standard of care by any covenant, obligation or undertaking established herein.

19.4 Headings Not Binding. The headings and captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

19.5 Severability. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable in any respect, such determination shall not affect any other provision hereof, which shall remain in full force and effect.

19.6 Amendments. Except as otherwise provided in Section 9.4 hereof, this Agreement may be amended only by a written amendment signed by the Parties.

19.7 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to Planning and Development Work, Deployment and Operation Costs and the Project.

20. GOVERNING LAW AND VENUE. This Agreement shall be interpreted, governed by and construed under the laws of the State of California, as if executed and to be performed wholly within the State of California. The Parties each submit to the jurisdiction of the Courts of Riverside County and unless the Parties shall agree otherwise, venue with respect to any dispute resolution or litigation arising out of this Agreement shall be in Riverside County.

21. EFFECTIVE DATE AND TERMINATION.

21.1 Effective Date. This Agreement shall become effective when duly executed and delivered by each of the Parties.

21.2 Termination.

21.2.1 Upon any termination of this Agreement any payment obligation hereunder (whether or not a billing statement has been received by the date of termination) and any right to receive reimbursement hereunder, shall survive until satisfied.

21.2.2 This Agreement may be terminated pursuant to Section 11.1. Upon such agreement or upon termination of this Agreement, (i) the Project Manager shall terminate all Planning and Development Work in an orderly manner, (ii) Purchaser shall fulfill all obligations hereunder to pay for the costs incurred for Planning and Development Work, including any Deployment and Operation Costs that have been incurred, and (iii) any payment obligation hereunder (whether or not a billing statement has been received by the date of termination) and any right to receive reimbursement, shall survive until satisfied.

21.2.3 Upon termination of this Agreement, the Project Manager shall retain in a reasonably accessible location all original reports, data and other documentation relating to Planning and Development Work and the incurrence of Deployment and Operation Costs for a period of three (3) years from the date this Agreement is terminated.

21.2.4 Upon termination of this Agreement, and for a period of three (3) years thereafter, each Party shall have full access to the Project files and records retained by the Project Manager and upon reasonable notification to the Project Manager may, at the requesting Party's sole expense, reproduce any or all of such Project files and records to the extent permitted by law.

*** End of page ***

NOTICES.

21.3 Addresses for Notices. Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

City of Moreno Valley
Attention: Electric Utility Division Manager
P. O. Box 88005
14325 Frederick Street
Suite 9
Moreno Valley, CA 92552-0805

Southern California Public Power Authority
Attention: Executive Director
225 South Lake Avenue
Suite 1250
Pasadena, California 91101

21.4 Designation of Different Addresses and Persons. Any Party may, at any time, by written notice to the other Parties, designate different persons or different addresses for giving of notices hereunder.

22. PURCHASER'S PROJECT REPRESENTATIVE. Purchaser's Project Representative who shall also act as its contract administrator having the authority to administer this Agreement on behalf of Purchaser shall be the person so designated and so authorized by the City of Moreno Valley.

*** Signature Page Follows ***

23. SIGNATURES AND RECORD OF AGREEMENT. This Agreement may be signed in one or more counterparts, each of which shall be deemed one and the same original document. A photocopy, electronically transmitted facsimile, or other electronic reproduction of this Agreement made after this Agreement has been signed by authorized representatives of the parties shall constitute a binding and effective record of this Agreement whether or not an ink signed copy hereof is also received or retained by either party, and will constitute an original document for the purpose of establishing the provisions hereof, and shall be legally admissible and enforceable against the parties.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement as of the date first above written, on behalf of the Party for which he or she signs.

Date: _____, 2012

City of Moreno Valley

(Seal)

Attest:

By _____

Name:

Title:

Date: _____, 2012

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

(Seal)

Attest:

By _____

Bill D Carnahan
Executive Director

ATTACHMENT #1

Project Fees are budgeted based on the following:

- a) Deployment costs per the Ice Bear Unit Purchase and Sale Agreement, including appendixes, itemized by installation location, at \$2,170/kW offset, plus all other terms of the Agreement.
- b) A fixed Planning and Development Cost of \$1,000 per installed unit.
- c) Any applicable sales taxes and regulatory fees.
- d) Any other itemized fees as may be applicable to the Project.

All together, assuming an average offset of 9kW per installation, the "Initiation Fee" is therefore established at twenty five thousand dollars (\$25,000) upon the order of each Ice Bear unit. All Initiation Fees and fixed Planning and Development Costs are payable to SCPPA in advance of initiating the order process for the Ice Bear units.

This Deployment Agreement between the parties is for the purchase of no more than ten (10) Ice Bear units, any increase or decrease in quantities purchased shall require prior written authorization of the Executive Director or the Board of Directors.

Date: _____, 2012

City of Moreno Valley

(Seal)

Attest:

By _____

Name:

Title:

Date: _____, 2012

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

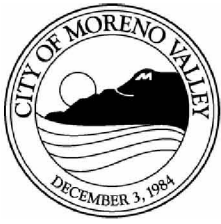
(Seal)

Attest:

By _____

Bill D Carnahan
Executive Director

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

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: March 13, 2012

TITLE: PA07-0078 (TR 32505) – SINGLE FAMILY RESIDENTIAL – ACCEPT FINAL MAP, AGREEMENT, AND BONDS FOR PUBLIC IMPROVEMENTS

SOUTHWEST CORNER OF BAY AVENUE AND MORRISON STREET

DEVELOPER: Western Pacific Housing
2280 Wardlow Circle
Suite 100
Corona, CA 92880

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve PA07-0078 (TR 32505), authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
2. Accept the Agreement and Bonds for Public Improvements.
3. Authorize the Mayor to execute the Agreement in the form attached hereto.
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On December 4, 2008, the Community Development Department of the City of Moreno Valley approved project PA07-0078 (Tentative Tract Map 32505). The tentative tract map is approved for the subdivision of 18.66 net acres into 72 single family residential lots.

DISCUSSION

Final Map 32505 is in substantial conformance with the tentative map and the developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements.

The developer has completed and submitted an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. The public street improvements include but are not limited to asphalt pavement, curb, gutter, sidewalk, wheelchair ramps, driveway approaches, street lights, storm drain, sewer, and water. Accompanying the agreement are a Faithful Performance Bond in the amount of \$3,256,000 and a Material and Labor Bond in the amount of \$1,628,000 issued by Lexon Insurance Company.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of agenda.

EXHIBITS

- Exhibit "A" - Vicinity Map
- Exhibit "B" - Agreement for Public Improvements
- Exhibit "C" - Faithful Performance Bond
- Exhibit "D" - Material and Labor Bond

Prepared By
Liz Plazola
Sr. Administrative Assistant

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

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

Concurred By
Barry Foster
Community & Economic Development
Director

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

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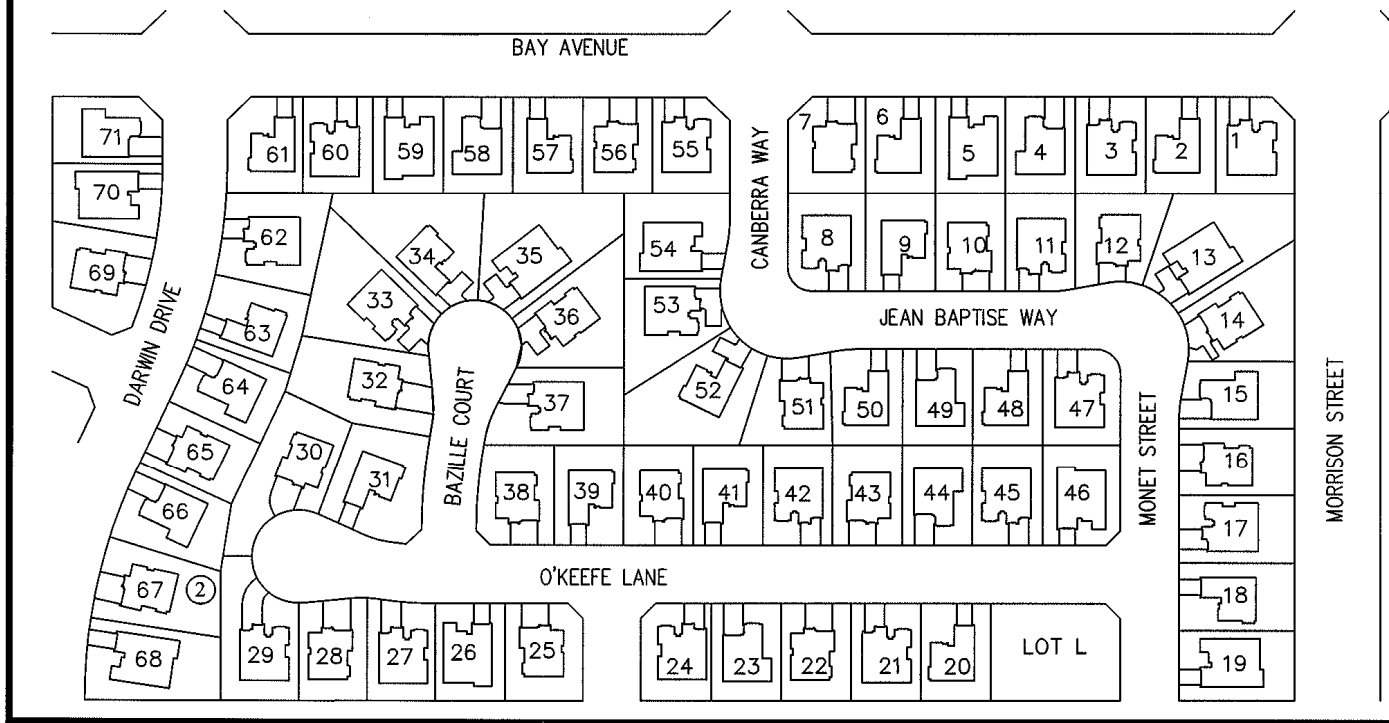
MAYFIELD

SITE PLAN
TRACT 32505
CITY OF MORENO VALLEY

D.R. HORTON
America's Builder



N.T.S.



**CITY OF MORENO VALLEY
CEDD – LAND DEVELOPMENT**

Exhibit "A"

**PA07-0078
VICINITY MAP**

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RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA07-0078 (TRACT MAP 32505)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and Western Pacific Housing, Inc., A Delaware Corporation, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA07-0078 (Tract Map 32505) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of THREE MILLION TWO HUNDRED FIFTY-SIX THOUSAND AND NO/100 Dollars (*****\$3,256,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of ONE MILLION SIX HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 Dollars (*****\$1,628,000.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the

work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Western Pacific Housing, Inc.,
A Delaware Corporation
2280 Wardlow Circle, Suite 100
Corona, CA 92880

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Western Pacific Housing, Inc., A Delaware Corporation:
Developer

BY: BM Murakami
Signature
Barbara M. Murakami
Print/Type Name
Assistant Vice President
Title

BY: [Signature]
Signature
Keith Alex
Print/Type Name
Vice President
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA07-0078 - Agreement.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On February 20, 2012 before me, Jennifer L. O'Leary, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Barbara M. Murakami, Assistant vice president
and Keith Alex, vice president
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Jennifer L. O'Leary
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 8

1/25/12
VBC

PROJECT: PA07-0078 (TR 32505)

DATE: 01/25/12
PREPARED BY: Vince Giron

OFFSITE STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	7675	Ton	90.00	690,750
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Sawcut	1307	L.F.	1.50	1,961
Utility Trench	3838	L.F.	17.00	65,246
Trench Repaving	0	S.F.	12.00	0
Redwood Header	645	L.F.	6.00	3,870
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	11	EA.	800.00	8,800
Adjust Water Valve to Grade	22	EA.	400.00	8,800
Remove & Dispose Existing Pavement & Base	0	SF	3.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
Curb and Gutter - 6"	5853	L.F.	22.00	128,766
Curb and Gutter - 8"	0	L.F.	25.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	20.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	20.00	0
Cross Gutter and Spandrel	3261	S.F.	15.00	48,915
Sidewalk	37989	S.F.	7.00	265,923
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	16506	S.F.	14.00	231,084
Driveway Approach - 8"	0	S.F.	16.00	0
Wheelchair Ramp	13	EA.	1,200.00	15,600
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	36	L.F.	100.00	3,600
Other				
Undergrounding of Utilities	0	L.F.	184.00	0
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Bus Bay	0	EA.	20,000.00	0
Monuments	6	EA.	100.00	600
SUBTOTAL:				1,473,915

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

1/25/12
VBC

PROJECT: PA07-0078 (TR 32505)

DATE: 01/25/12
PREPARED BY: Vince Giron

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	4800	S.F.	6.00	28,800
Street Lights (9500 lumen)	19	EA.	4,000.00	76,000
Street Lights (22000 lumen)	0	EA.	5,000.00	0
SPECIAL DISTRICTS SUBTOTAL				104,800.00
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
Electrical Utility Line Extension	0	L.F.	135.00	0
MVU SUBTOTAL				0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0.00
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0.00
WQB SUBTOTAL				0.00
Enterprise Services Administration				
Landscaping	0		6.00	0
Street Lights (9500 lumen)	0		4,000.00	0
Street Lights (22000 lumen)	0		5,000.00	0
Electrical Utility Infrastructure	0	L.S.	0.00	0
Electrical Utility Line Extension	0	L.F.	135.00	0
Water Quality Basins	0		6.00	0
	0		0.00	0
ESA SUBTOTAL				0.00
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	50	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	3500	0
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
Street Light PB-Adjust to Grade	0	EA.	800.00	0
SUBTOTAL:				0
Miscellaneous				
Erosion Control	0	AC	FILL IN	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
SUBTOTAL:				0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

1/25/12
VBC

PROJECT: PA07-0078 (TR 32505)

DATE: 01/25/12
PREPARED BY: Vince Giron

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	441	L.F.	160.00	70,560
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	458	L.F.	45.00	20,610
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
	0		---	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
	0		---	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	8	EA.	535.00	4,280
Catch Basin (3.5') (DIF Street Name)	3	EA.	3100.00	9,300
Catch Basin (7') (DIF Street Name)	5	EA.	5500.00	27,500
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	E.A.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

1/25/12
VGG

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: PA07-0078 (TR 32505)

DATE: 01/25/12

PREPARED BY: Vince Giron

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	1	EA.	6000.00	6,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	1	EA.	5500.00	5,500
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	3	EA.	250.00	750
"V" Gutter	0	S.F.	10.00	0
	0		--	0
Miscellaneous				
Rip Rap	25	TON	60.00	1,500
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		--	0
			SUBTOTAL:	146,000

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

1/25/12
VBC

PROJECT: PA07-0078 (TR 32505)

DATE: 01/25/12
PREPARED BY: Vince Giron

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0		30.00	0
6" PVC C-900	0		40.00	0
8" PVC C-900	3060		50.00	153,000
10" PVC C-900	0		55.00	0
12" PVC C-900	0		60.00	0
16" PVC C-900	0		90.00	0
18" PVC C-900	0		135.00	0
20" PVC C-900	0		180.00	0
	0	L.F.	---	0
Valves - Water System				
4" Gate Valve	0	EA.	600.00	0
6" Gate Valve	0	EA.	800.00	0
8" Gate Valve	13	EA.	1,000.00	13,000
10" Gate Valve	0	EA.	1,200.00	0
12" Gate Valve	0	EA.	2,000.00	0
16" Gate Valve	0	EA.	5,000.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,000.00	0
2" Air Vac Release	3	EA.	3,000.00	9,000
4" Blow Off	0	EA.	2,000.00	0
6" Blow Off	0	EA.	2,500.00	0
	0		---	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	10	EA.	3,000.00	30,000
	0		---	0
Services Connections				
1" Service	71	EA.	500.00	35,500
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		---	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	22		200.00	4,400
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		---	0
Water Meters - Water System				
5/8" Meter	0		200.00	0
1" Meter	0		270.00	0
1 1/2" Meter	0		360.00	0
2" Meter	0		455.00	0
	0		---	0
Hot Tap Connections - Water System				
8" Hot Tap	0	EA.	2,800.00	0
Water Service	0	EA.	330.00	0
	0		---	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
	0		---	0
SUBTOTAL:				244,900

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: PA07-0078 (TR 32505)

DATE: 01/25/12
PREPARED BY: Vince Giron

1/25/12
UBG

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System			
4" V.C. Pipe	1933 L.F.	20.00	38,660
6" V.C. Pipe	0 L.F.	25.00	0
8" V.C. Pipe	2753 L.F.	30.00	82,590
10" V.C. Pipe	0 L.F.	40.00	0
12" V.C. Pipe	0 L.F.	50.00	0
15" V.C. Pipe	0 L.F.	75.00	0
18" V.C. Pipe	0 L.F.	90.00	0
21" V.C. Pipe	0 L.F.	105.00	0
24" V.C. Pipe	0 L.F.	120.00	0
27" V.C. Pipe	0 L.F.	135.00	0
30" V.C. Pipe	0 L.F.	150.00	0
33" V.C. Pipe	0 L.F.	165.00	0
36" V.C. Pipe	0 L.F.	185.00	0
4" SDR - 35	0 L.F.	13.00	0
6" SDR - 35	0 L.F.	19.00	0
8" SDR - 35	0 L.F.	25.00	0
10" SDR - 35	0 L.F.	30.00	0
12" SDR - 35	0 L.F.	50.00	0
15" SDR - 35	0 L.F.	60.00	0
Concrete Encasement	0 L.F.	20.00	0
	0	---	0
Cleans Outs - Sewer System			
Clean-outs	1 EA.	700.00	700
Clean Out Lateral	0 EA.	120.00	0
	0	---	0
Manholes - Sewer System			
Standard Manhole 48"	48 EA.	3,000.00	144,000
Standard Manhole 48" Extra Depth	0 EA.	3,500.00	0
Standard Manhole 60"	0 EA.	4,500.00	0
Shallow Manhole	0 EA.	3,000.00	0
Adjust Manhole to Grade	0 EA.	300.00	0
Tie Into Existing Manhole	0 EA.	1,500.00	0
Rechannel Existing Manhole	0 EA.	1,500.00	0
Join Existing 8" Pipe	2 EA.	600.00	1,200
Join Existing 12" Pipe	0 EA.	800.00	0
	0	---	0
Miscellaneous - Sewer System			
Wyes	0 EA.	90.00	0
TV Sewer	2753 L.F.	1.00	2,753
Trench Paving	0 S.F.	5.00	0
Pavement Replacement	0 S.F.	3.00	0
Meter 5/8" W/O Service	0 EA.	200.00	0
		SUBTOTAL:	265,950

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

1/25/12
UBG

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA07-0078 (TR 32505)

DATE: 01/25/12
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$477,092
CONCRETE & OTHER STREET WORK	:	\$1,473,915
SPECIAL DISTRICTS	:	\$104,800
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
ENTERPRISE SERVICES ADMINISTRATION	:	\$0
TRANSPORTATION ENGRNG	:	\$0
STORM DRAIN SYSTEM	:	\$146,000
WATER SYSTEM	:	\$244,900
SEWER SYSTEM	:	\$265,950

TOTAL COST (VALUE) OF IMPROVEMENTS: \$2,712,656

+20% CONTINGENCY: \$542,531

GRAND TOTAL: \$3,255,187

BOND AMOUNT:

\$3,256,000

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

CO# 23000
Vendor # _____
FEB 17 2012
Cost Code _____
Approval _____

Public Improvements	<u>Pavement, Concrete, Other Street Work, Water, Sewer, Storm Drain, LMD</u>	Project No.	<u>PA07-0078 (Tract 32505)</u>
Bond No.	<u>1075428</u>	Premium	<u>\$18,722.00</u>
Surety	<u>Lexon Insurance Company A-(N) CA</u>	Principal	<u>Western Pacific Housing, Inc., A Delaware Corporation</u>
			<u>2280 Wardlow Circle</u>
Address	<u>900 S. Frontage Road, Suite 250</u>	Address	_____
City/Zip	<u>Woodridge, 60517</u>	City/Zip	<u>Corona, 92880</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Western Pacific Housing, Inc., A Delaware Corporation, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA07-0078 (Tract 32505), which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Lexon Insurance Company A-(N) CA, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of Three Million Two Hundred Fifty Six Thousand Dollars and 00/100 Dollars (\$3,256,000.00), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

RISK MANAGEMENT
Approved

Exhibit "C" M. Alroy 2-13-12
By _____ Date _____

FAITHFUL PERFORMANCE BOND (Page 2 of 2),
PROJECT NO. PA07-0078 (Tract 32505)

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on February 16, 2012.

NAME OF PRINCIPAL: Western Pacific Housing, Inc., A Delaware Corporation
Company Name

AUTHORIZED SIGNATURE(S): By BM Murakami Barbara M. Murakami
Name EST. Vice Pres. Title

[Signature] Keith Aley
Name Vice President Title

NAME OF SURETY: Lexon Insurance Company A-(VI) CA
Company Name

AUTHORIZED SIGNATURE: By: Stephen T. Kazmer
Stephen T. Kazmer ITS ATTORNEY-IN-FACT

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT,
BOND COMPANY – ATTACH POWER OF ATTORNEY**

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

U:\LAND\FORMS\BONDFORM\B-FP-PUB.DOC (12/96)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE }

On February 20, 2012 before me, Jennifer L. O'Leary, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Barbara M. Mirakami and Keith Alex
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Jennifer L. O'Leary
Signature of Notary Public

OPTIONAL

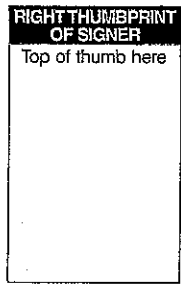
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

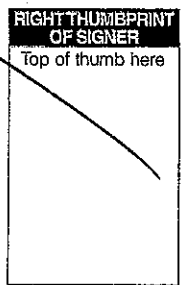
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

POWER OF ATTORNEY

LX-036266

Lexon Insurance Company A-(vi) CA

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

James I. Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Peggy Faust, Kelly A. Gardner,

Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Joel E. Speckman, Heather A. Beck, Tariese M. Pisciotto *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 4,800,000.00 Four million eight hundred thousand dollars ***** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY A-(vi) CA has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY A-(vi) CA

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

OFFICIAL SEAL MAUREEN K. AYE Notary Public, State of Illinois My Commission Expires 09/21/13

[Signature] Maureen K. Aye Notary Public

CERTIFICATE A-(vi) CA

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 16th Day of February, 2012.



[Signature] Donald D. Buchanan Secretary

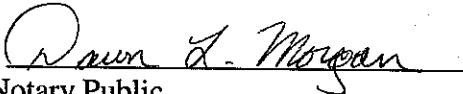
WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material to insurance act, which is a crime and subjects such person to criminal and civil penalties.

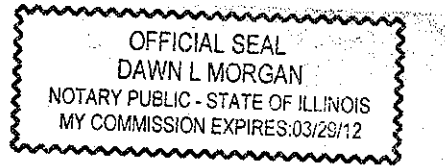
STATE OF ILLINOIS }
 }
COUNTY OF DU PAGE }

On February 16, 2012, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen T. Kazmer, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 29, 2012


Notary Public



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MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements Pavement, Concrete, Other Street Work, Water, Sewer, Storm Drain, LMD Landscaping
Bond No. 1075428
Surety Lexon Insurance Company A-VI)CA
Address 900 S. Frontage Road, Suite 250
City/Zip Woodridge, 60517
Project No. PA07-0078 (Tract 32505)
Premium Included in Faithful Performance Bond Premium
Principal Western Pacific Housing, Inc., A Delaware Corporation
Address 2280 Wardlow Circle
City/Zip Corona, 92880

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Western Pacific Housing, Inc., A Delaware Corporation (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA07-0078 (Tract 32505), which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of One Million Six Hundred Twenty Eight Thousand Dollars and 00/100 Dollars (\$1,628,000.00), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

RISK MANAGEMENT
Approved

Exhibit "D"

-239-

By [Signature] Date 2-23-11

Item No. A.10

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA07-0078 (Tract 32505)

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on
February 16, 2012.

NAME OF PRINCIPAL: Western Pacific Housing, Inc., A Delaware Corporation
Company Name

AUTHORIZED SIGNATURE(S):

By: Barbara M. Murakami Barbara M. Murakami Asst. Vice Pres.
Name Title

[Signature] KATH Alex Vice President
Name Title

NAME OF SURETY: Lexon Insurance Company A-(VI) CA
Company Name

AUTHORIZED SIGNATURE: By: [Signature] Stephen T. Kazmer ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On February 29, 2012 before me, Jennifer L. O'Leary, Notary Public

personally appeared Barbara M. Murakami and Keith Alex



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

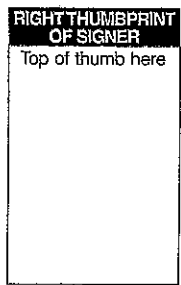
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

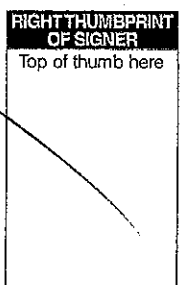
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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




Signer Is Representing: _____



CITY OF MORENO VALLEY
Public Works Department
Land Development Division

MEMORANDUM

To: Mel Alonzo, Risk Division Manager
From: Liz Plazola, Sr. Administrative Assistant 
Date: February 21, 2012
Subject: Approval of Bonds for PA07-0078

Attached are the original bonds submitted by Western Pacific Housing Inc. a Delaware corporation for project PA07-0078. The bonds are issued by Lexon Insurance Company and serve as surety for the projects public improvements.

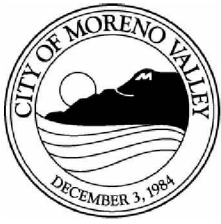
Please approve the bonds and return to Liz Plazola, Land Development.

LP

Attachment: Faithful Performance Bond No. 1075428
Material and Labor Bond No. 1075428

c: File

W:\LandDev\MANAGEMENT ASSISTANT\Memos\2-21-12 - Risk Management.doc



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RW</i>
CITY MANAGER	<i>MS</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: March 13, 2012

TITLE: PA08-0072 – INDUSTRIAL – ACCEPT AGREEMENT AND BONDS FOR PUBLIC IMPROVEMENTS

NORTHWEST CORNER OF CACTUS AVENUE AND FREDERICK STREET

DEVELOPER: US Real Estate Limited Partnership,
a Texas Limited Partnership
9830 Colonnade Boulevard
Suite 600
San Antonio, TX 78230

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and accept the Agreement and Bonds for Public Improvements for project number PA08-0072.
2. Authorize the Mayor to execute the Agreement in the form attached hereto.
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On April 9, 2009, the Planning Commission of the City of Moreno Valley approved project number PA08-0072. The project is a proposal a 522,774 square foot industrial warehouse building on approximately 25.96 acres of land.

DISCUSSION

The Conditions of Approval for this project require that the developer provide surety for the required improvements. The developer has completed and submitted an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. The public street improvements include but are not limited to asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer, and water. Accompanying the agreement are a Faithful Performance Bond in the amount of \$3,101,000 and a Material and Labor Bond in the amount of \$1,550,500 issued by Travelers Casualty & Surety Company of America.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of agenda.

EXHIBITS

- Exhibit "A" - Vicinity Map
- Exhibit "B" - Agreement for Public Improvements
- Exhibit "C" - Faithful Performance Bond
- Exhibit "D" - Material and Labor Bond

Prepared By
Liz Plazola
Sr. Administrative Assistant

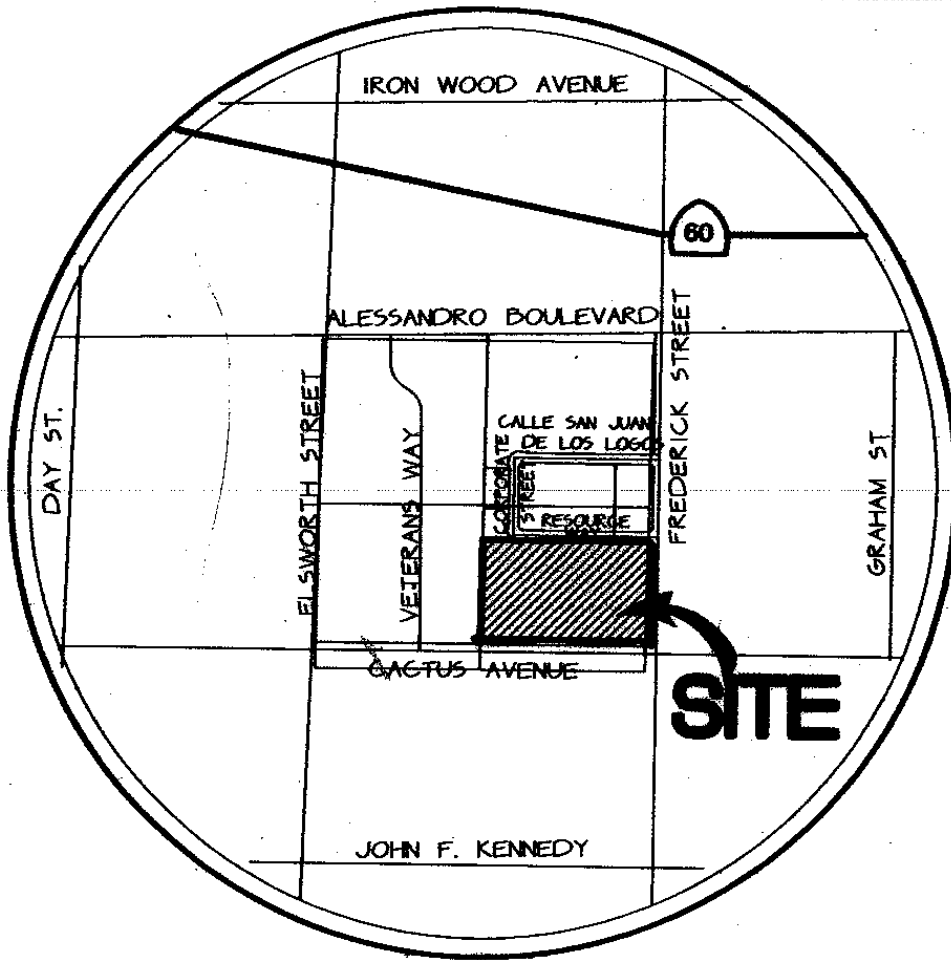
Department Head Approval
Ahmad Ansari, P.E.
Public Works Director/City Engineer

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

Concurred By
Barry Foster
Community & Economic Development
Director

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

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VICINITY MAP

N.T.S.

CITY OF MORENO VALLEY
 COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT -
 LAND DEVELOPMENT

PA08-0072

EXHIBIT "A"

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RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA08-0072**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **US Real Estate Limited Partnership, a Texas Limited Partnership**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA08-0072** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100** Dollars (*****\$3,101,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****\$1,550,500.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

Exhibit "B"

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
US Real Estate Limited Partnership,
a Texas Limited Partnership
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

US Real Estate Limited Partnership, a Texas Limited Partnership: ** See attached Signature Page with notary*
Developer

BY: 
Signature

BY: _____
Signature

DAVID BUCK
Print/Type Name **Managing Director**

Print/Type Name

Title

Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

CITY OF MORENO VALLEY

By: _____
City Clerk

By: _____
Mayor

(SEAL)

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

US Real Estate Limited Partnership,
a Texas Limited Partnership

US Real Estate Limited Partnership,
a Texas Limited Partnership

By: USAA Real Estate Company,
a Delaware Corporation,
Its General Partner

By: USAA Real Estate Company,
a Delaware Corporation
Its General Partner

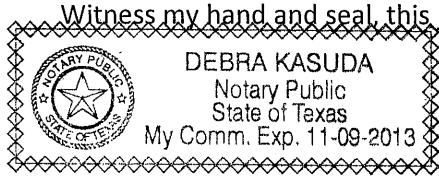


By: _____
Name: DAVID BUCK
Title: Managing Director

By: _____
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director

State of Texas
County of Bexar

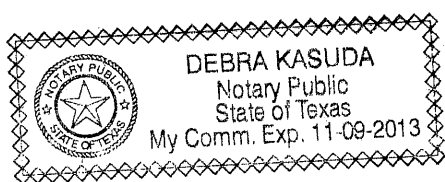
Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.


Debra Kasuda
Notary Public
My Commission Expires: 11/9/2013

State of Texas
County of Bexar

Before me, the undersigned notary public, personally appeared STANLEY ALTERMAN, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the EXEC. MANAGING DIRECTOR of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.


Debra Kasuda
Notary Public
My Commission Expires: 11/9/2013

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

PROJECT: PA08-0072

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG
2/15/12

0 PUBLIC PAVEMENT SECTIONS
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
Roadway Excavation	2993	C.Y.	29.00	86,797
A.B. Class II - Street 1	1	Thickness (ft.)		
Resource Wy	52476	S.F.	33.00	125,532
A.C. - Street 1	0.5	Thickness (ft.)		
Resource Wy	52476	S.F.	80.00	152,160
Roadway Excavation	25	C.Y.	29.00	725
A.B. Class II - Street 2	0.67	Thickness (ft.)		
Frederick St	2110	S.F.	33.00	3,366
A.C. - Street 2	0.45	Thickness (ft.)		
Frederick St	2110	S.F.	80.00	5,440
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - DIF				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - TUMF				
Roadway Excavation	4000	C.Y.	29.00	116,000
A.B. Class II - Street 1	1	Thickness (ft.)		
Cactus Ave	80360	S.F.	33.00	192,258
A.C. - Street 1	0.5	Thickness (ft.)		
Cactus Ave	80360	S.F.	80.00	233,040
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
			SUBTOTAL:	915,318

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: PA08-0072
0 PUBLIC STREET WORK
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

V/BG
2/15/12

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15' Frederick St & Resource Wy	33233	S.F.	3.25	108,007
A.C. Cap/Overlay Frederick St & Resource Wy	0	Ton	80.00	0
Grind & Pave 0.15' Cactus Ave	8310	S.F.	3.25	27,008
A.C. Cap/Overlay Cactus Ave	0	Ton	80.00	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	2600	L.F.	3.00	7,800
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Transition	140	L.F.	10.00	1,400
Curb Only - 8"	2576	L.F.	15.00	38,640
Adjust M.H. to Grade	21	EA.	800.00	16,800
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	3.00	0
Remove Existing Curb & Gutter Frederick St & Resource Wy	290	L.F.	12.00	3,480
Remove Existing Curb & Gutter Cactus Ave	84	L.F.	12.00	1,008
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" Frederick Ave and Resource Wy	25	L.F.	30.00	750
Curb and Gutter - 8" (TUMF Cactus Ave)	1147	L.F.	30.00	34,410
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Cactus Ave)	2576	L.F.	25.00	64,400
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	0	S.F.	4.25	0
Sidewalk Frederick St & Resource Wy	6272	S.F.	7.00	43,904
Sidewalk (DIF Cactus Ave)	8466	S.F.	7.00	59,262
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 8" Cactus Ave	6164	S.F.	6.50	40,066
Driveway Approach - 8" Frederick St & Resource Wy	2352	S.F.	10.50	24,696
Wheelchair Ramp Cactus Ave	1	EA.	2,600.00	2,600
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay Cactus Ave	1	EA.	15,000.00	15,000
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Remove sign	4	EA.	200.00	800
Curb Pocket for Sewer Manhole	0	EA.	5,000.00	0
Remove Existing Driveway Frederick St & Resource Wy	3964	SF	3.00	11,892
Remove Existing Driveway Cactus Ave	1136	SF	3.00	3,408
			SUBTOTAL	505,331
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Striping/raised pavement markers	1	L.S.	-	7,890
Traffic Striping (DIF Street)	0	L.S.	-	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	5	EA.	200.00	1,000
Signs and Posts (DIF Street)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	10000	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	9	EA.	800.00	7,200
Metal Guard Rail	0	L.F.	90.00	0
Adjust Existing Traffic Controller	2	EA.	1,500.00	3,000
			SUBTOTAL:	19,090
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	198.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments - Cactus Ave	1	EA.	300.00	300
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	300

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

VBG
2/15/12

PROJECT: PA08-0072
0
Concourse at Centerpointe

PUBLIC STREET WORK (CONTINUED)

DATE: 02/15/12
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	11384	S.F.	6.00	68,304
Landscaping - Parkways	5325	S.F.	6.00	31,950
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	7	EA.	6,000.00	42,000
SPECIAL DISTRICTS SUBTOTAL:				142,254
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	136,000.00	136,000
MVU SUBTOTAL:				136,000
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	0	EA.	272,000.00	0
Traffic Signal Modification	1	L.S.	45,000	45,000
Traffic Signal Interconnect (Existing Signals Only) Frederick St	840	L.F.	30.00	25,200
Traffic Signal Interconnect (Existing Signals Only) Cactus Ave	1415	L.F.	30.00	42,450
TRANSPORTATION SUBTOTAL:				112,650

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: PA08-0072
0 PUBLIC STORM DRAIN SYSTEM
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG
2/15/12

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	79	L.F.	160.00	12,640
24" Reinforced Concrete Pipe (DIF Cactus Ave)	209	L.F.	160.00	33,440
30" Reinforced Concrete Pipe	688	L.F.	180.00	123,840
36" Reinforced Concrete Pipe	370	L.F.	190.00	70,300
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	47	L.F.	210.00	9,870
48" Reinforced Concrete Pipe	635	L.F.	250.00	158,750
54" Reinforced Concrete Pipe	85	L.F.	300.00	25,500
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
Concrete Backfill	230	L.F.	20.00	4,600
Manholes				
Manhole No. 1	3	EA.	5000.00	15,000
Manhole No. 2	4	EA.	7200.00	28,800
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	2	EA.	10000.00	20,000
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	3	EA.	5500.00	16,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	2	EA.	8000.00	16,000
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	3	EA.	535.00	1,605
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Cactus Ave)	3	EA.	5500.00	16,500
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (28') (DIF Resource)	1	EA.	16000.00	16,000
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Remove Catch Basin	1	EA.	500.00	500
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: PA08-0072
0
Concourse at Centerpointe

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

DATE: 02/15/12
PREPARED BY: Vince Giron

VBC
2/15/12

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	3	EA.	6500.00	19,500
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	1	EA.	3000.00	3,000
Headwall	2	EA.	5500.00	11,000
Removal of Headwall	2	EA.	3000.00	6,000
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	1	EA.	1000.00	1,000
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	50	TON	60.00	3,000
Remove Existing 42" Storm Drain	95	L.F.	10.00	950
Remove Existing 36" Storm Drain	85	L.F.	10.00	850
Special Pipe Connection	2	E.A.	1000.00	2,000
Remove Existing AC Pavement	13054	L.F.	3.00	39,162
Sawcut	2354	L.F.	1.00	2,354
Remove Existing 30" RCP	9	L.F.	9.00	81
Relocate Existing Electrical Conduit	180	L.F.	50.00	9,000
Relocate Existing Gas Line	50	L.F.	150.00	7,500
Special Pipe Protection	2	E.A.	0.00	1,250
Remove Existing Catch Basin	1	EA.	500	500
			SUBTOTAL:	676,992

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: PA08-0072
0 PUBLIC WATER SYSTEMS
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

VBG
2/15/12

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	35	L.F.	60.00	2,100
16" CML&C	45	L.F.	90.00	4,050
12" CML&C	10	L.F.	95.00	950
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	2	EA.	1,340.00	2,680
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
Relocate 2" Air Vac Release	1	EA.	4,000.00	4,000
2" Backflow Preventor, Pad & Cover	2	EA.	4,300.00	8,600
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	4	EA.	4,500.00	18,000
Relocate Fire Hydrants	2		0.00	0
Services Connections				
1" Service	1	EA.	800.00	800
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	1	EA.	1,100.00	1,100
2" Service	2	EA.	1,600.00	3,200
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	1		320.00	320
1 1/2" Meter	0		420.00	0
2" Meter	3		525.00	1,575
Relocate Water Meter	2	EA.	1,000.00	2,000
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	2	EA.	2,200.00	4,400
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	2	EA.	1,000.00	2,000
Water Service	2	EA.	330.00	660
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	1	CY	150.00	150
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	3	EA.	235.00	705
Relocate 24" Water Line	55	L.F.	75.00	4,125
Remove 12" Water Line	20	L.F.	20.00	400
Relocate 12" Water Line	45	L.F.	50.00	2,250
Remove and Relocate Existing CTS	1	EA.	2,500.00	2,500
SUBTOTAL:				64,565

**EXHIBIT "A"
ENGINEER'S ESTIMATE**

Sheet 7 of 8

*VBC
2/15/12*

PROJECT: PA08-0072
0 PUBLIC SEWER SYSTEMS
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	55	L.F.	40.00	2,200
8" V.C. Pipe	12	L.F.	55.00	660
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	1	EA.	3,140.00	3,140
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	4	EA.	630.00	2,520
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	2	EA.	1,500.00	3,000
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	1	EA.	90.00	90
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	11,610

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

VBG
2/15/12

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA08-0072
0
Concourse at Centerpointe

DATE: 02/15/12
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$915,318
OFFSITE STREET WORK	:	\$505,331
SPECIAL DISTRICTS	:	\$142,254
MORENO VALLEY UTILITIES	:	\$136,000
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$112,650
STORM DRAIN SYSTEM	:	\$676,992
WATER SYSTEM	:	\$64,565
SEWER SYSTEM	:	\$11,610
TRAFFIC IMPROVEMENTS	:	\$19,090
BONDABLE WORK (not plan checked)	:	\$300
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$2,584,110
+20% CONTINGENCY:		\$516,822
<u>GRAND TOTAL:</u>		\$3,100,932

BOND AMOUNT: \$3,101,000

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements \$3,101,000.00

Project No. PA08-0072

Bond No. 105700873

Premium _____

Surety Travelers Casualty & Surety Co. of
America

Principal US Real Estate Limited Partnership
a Texas Limited Partnership

Address 1301 E. Collins Blvd., #340

Address 9830 Colonnade Blvd., Suite 600

City/Zip Richardson, TX 75081

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and US Real Estate Limited Partnership, a Texas limited partnership, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA08-0072, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Travelers Casualty & Surety Co. of America as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100 Dollars (***\$3,101,000.00***), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Exhibit "C"

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA08-0072

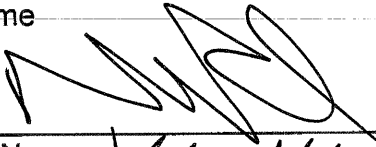
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on February 29, 2012.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership
Company Name

AUTHORIZED SIGNATURE(S): By


Name Stanley R. Alterman *Managing Director*
Name Stanley R. Alterman **STANLEY R. ALTERMAN**
Title Executive Managing Director

NAME OF SURETY: Travelers Casualty & Surety Co. of America
Company Name

AUTHORIZED SIGNATURE: Brenda J. Cant
ITS ATTORNEY-IN-FACT

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY**

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704466

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of February, 20 12.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements \$1,550,500.00

Project No. PA08-0072

Bond No. 105700874

Premium _____

Surety Travelers Casualty & Surety Co. of
/america

Principal US Real Estate Limited Partnership
a Texas Limited Partnership

Address 1301 E. Collins Blvd., #340

Address 9830 Colonnade Blvd., Suite 600

City/Zip Richardson, TX 75081

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **US Real Estate Limited Partnership, a Texas limited partnership**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA08-0072**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****\$1,550,500.00*****) lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Exhibit "D"

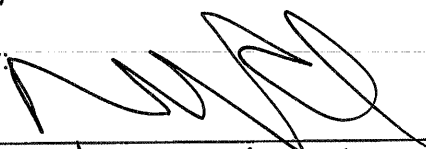
MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA08-0072

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.


The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on February 29, 2012.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership
Company Name

AUTHORIZED SIGNATURE(S): By 
Name Stanley R. Alterman *Managing Director*
Name Stanley R. Alterman Title Executive Managing Director

NAME OF SURETY: Travelers Casualty & Surety Co. of America
Company Name

AUTHORIZED SIGNATURE: 
ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704465

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

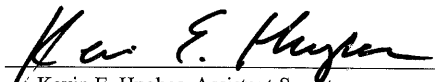
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of February, 20 12.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: March 13, 2012

TITLE: PARCEL MAP 23713 – COMMERCIAL – ACCEPT SUBSTITUTION AGREEMENT AND BONDS FOR PUBLIC IMPROVEMENTS

SOUTHWEST CORNER OF ALESSANDRO BOULEVARD AND INDIAN STREET

DEVELOPER - DGK INVESTMENTS, LLC
1057 E. IMPERIAL HWY
PLACENTIA, CA 92870

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the substitution of Agreement for Public Improvements and bonds for project PM 23713.
2. Authorize the Mayor to execute the agreement in the form attached hereto.
3. Direct the City Clerk to forward the signed agreement to the County Recorder's Office for recordation.
4. Authorize the Public Works Director/City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by J & L Properties, upon acceptance of the substitution agreement and bonds.

5. Authorize the Public Works Director/City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

BACKGROUND

On February 28, 1995, the City Council for the City of Moreno Valley approved the public improvement agreement and bonds for J & L Properties in the amounts of \$40,300 for the Faithful Performance Bond and \$20,150 for the Material and Labor Bond.

DGK Investments, LLC has purchased project PM 23713 from J & L Properties and is providing substitute agreement and bonds.

DISCUSSION

Staff is requesting the City Engineer be authorized to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by J & L Properties, upon acceptance of the substitution agreement and bonds.

DGK Investments, LLC has submitted the substitute Agreement for Public Improvements and bonds for City Council approval. The developer has agreed to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The City Engineer is authorized to execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. The public street improvements only include street lights. Accompanying the agreement are a Faithful Performance Bond in the amount of \$18,000 and a Material and Labor Bond in the amount of \$9,000 issued by American Safety Casualty Insurance Company.

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda

EXHIBITS

- Exhibit "A" - Vicinity Map
- Exhibit "B" - Agreement for Public Improvements
- Exhibit "C" - Faithful Performance Bond
- Exhibit "D" - Material and Labor Bond

Prepared By
Liz Plazola
Sr. Administrative Assistant

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

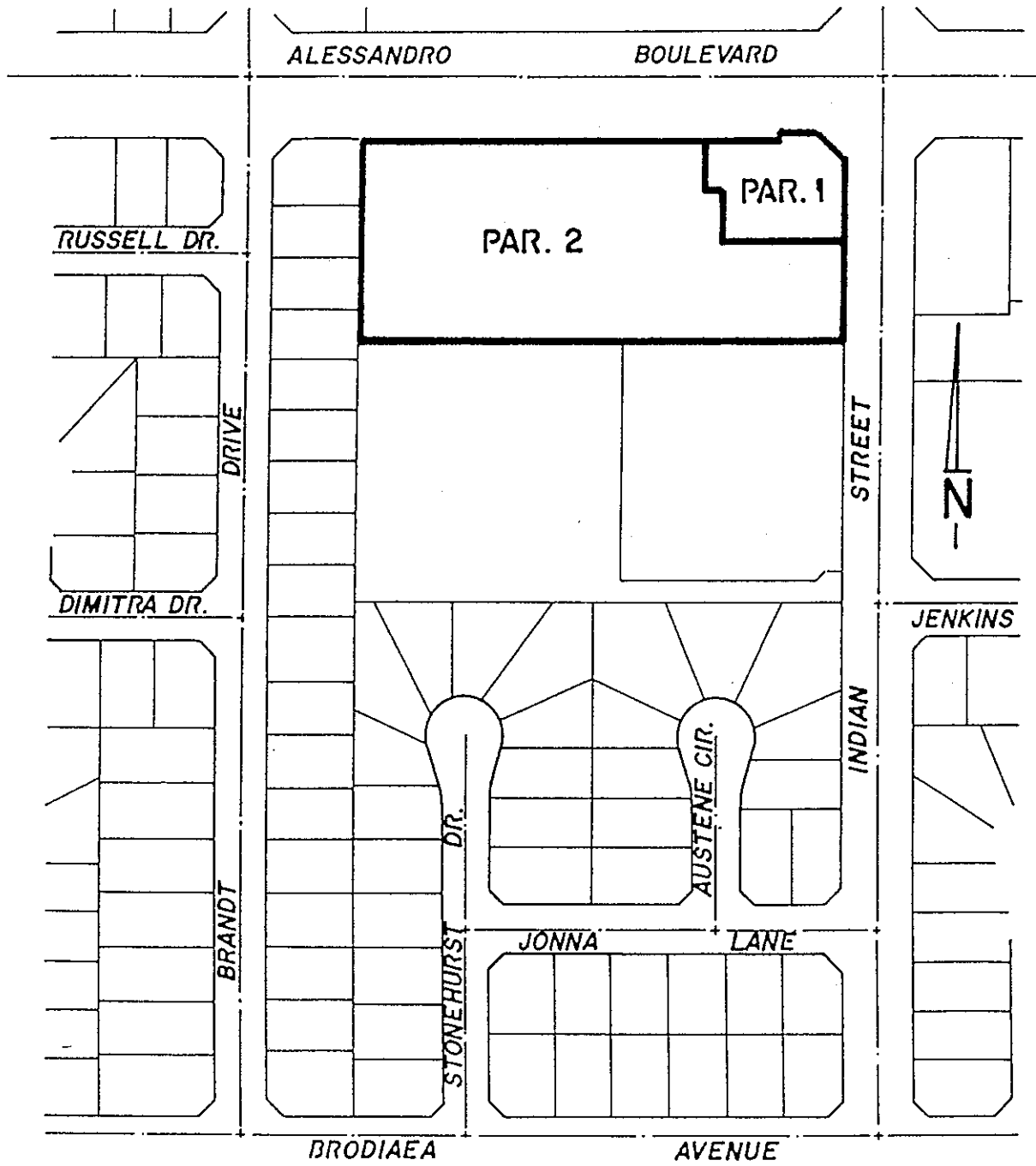
Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Concurred By
Barry Foster
Community and Economic Development
Director

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2012\3-13-12 PM 23713 - Substitution Agree & Bonds.doc

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2 PARCELS
 PARCEL 1 = 0.473 ACRES
 PARCEL 2 = 3.114 ACRES

Exhibit "A"

REVISION		APPROVED		CITY OF MORENO VALLEY	PLAN NO.
DATE	INIT.	DATE :			
				<p>P.M. 23717 Item No. A.12</p>	
CITY ENGINEER			-273-		

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RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PARCEL MAP 23713**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **DGK Investments, LLC**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Parcel Map 23713** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **EIGHTEEN THOUSAND AND NO/100** Dollars (*****\$18,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **NINE THOUSAND AND NO/100** Dollars (*****\$9,000.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said

Exhibit "B"

**AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PARCEL MAP 23713**

liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PARCEL MAP 23713**

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:


City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

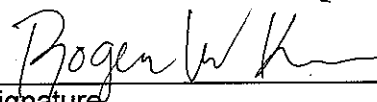
Developer:
DGK Investments, LLC,
1057 E. Imperial Highway
Placentia, California 92870

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

DGK Investments, LLC:
Developer

BY: 
Signature
JOSEPH KIM
Print/Type Name
MANAGER
Title

BY: 
Signature
Roger Kim
Print/Type Name
Manager
Title

**ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY**

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

**APPROVED AS TO FORM:
CITY ATTORNEY**

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PM 23713 - Agreement 2011.doc

ACKNOWLEDGMENT

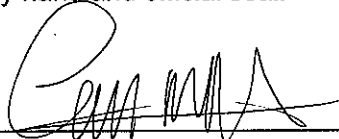
State of California
County of LOS ANGELES

On NOVEMBER 17 2011 before me, CARLOS KATAYAMA - NOTARY
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

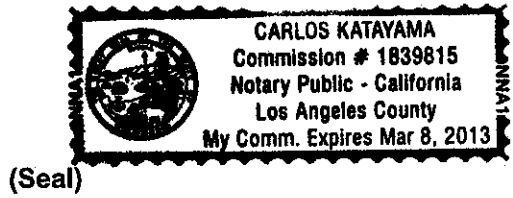


EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

DATE: 3-14-11
PREPARED BY: HOM

PROJECT: PM 23713

PUBLIC PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - DIF				
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 1	0.5	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - TUMF				
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
			SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: PM 23713

DATE: 3-14-11 12/30/99
PREPARED BY: HDM

PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap/Overlay	0	Ton	65.00	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.15	0
Sawcut	0	L.F.	2.00	0
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	12.00	0
Sidewalk	0	S.F.	7.00	0
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	14.00	0
Driveway Approach - 8"	0	S.F.	16.00	0
Wheelchair Ramp	0	EA.	2,400.00	0
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	20,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
			SUBTOTAL	0
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Striping/raised pavement markers	0	L.S.	--	0
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	--	0
Street Name Sign	0	EA.	300.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street -Perris Blvd)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	250.00	0
Metal Guard Rail	0	L.F.	90.00	0
			SUBTOTAL:	0
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0

pm 23713

3-14-11
HDM

SUBTOTAL:

0

PROJECT: *PM 23713* 0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

DATE: *3-14-11* 12/30/99
PREPARED BY: 0 *HAM*

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	4,000.00	0
Street Lights (22000 lumen)	3	EA.	5,000.00	15,000
SPECIAL DISTRICTS SUBTOTAL:				15,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
MVU SUBTOTAL:				0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
TRANSPORTATION SUBTOTAL:				0

PROJECT: **PM 23713**

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

DATE: **3-14-11** 12/30/99
PREPARED BY: **0 HDM**

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7500.00	0
Manhole No. 3	0	EA.	9000.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: *PM 23713* 0

DATE: *3-14-11* 12/30/99
PREPARED BY: 0 *HDM*

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000	0
			SUBTOTAL:	0

PROJECT: *PM 23713* 0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

DATE: *3-14-11* 12/30/99
PREPARED BY: 0 *HDM*

PUBLIC WATER SYSTEMS

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
Pipes - Water System			
4" PVC C-900	0 L.F.	25.00	0
6" PVC C-900	0 L.F.	30.00	0
8" PVC C-900	0 L.F.	35.00	0
10" PVC C-900	0 L.F.	40.00	0
12" PVC C-900	0 L.F.	55.00	0
16" PVC C-900	0 L.F.	90.00	0
18" PVC C-900	0 L.F.	135.00	0
20" PVC C-900	0 L.F.	180.00	0
	0 L.F.	0	0
Valves - Water System			
4" Gate Valve	0 EA.	715.00	0
6" Gate Valve	0 EA.	830.00	0
8" Gate Valve	0 EA.	1,340.00	0
10" Gate Valve	0 EA.	1,500.00	0
12" Gate Valve	0 EA.	2,300.00	0
16" Gate Valve	0 EA.	6,270.00	0
18" Gate Valve	0 EA.	14,300.00	0
4" Butterfly Valve	0 EA.	330.00	0
6" Butterfly Valve	0 EA.	520.00	0
8" Butterfly Valve	0 EA.	990.00	0
10" Butterfly Valve	0 EA.	1,200.00	0
12" Butterfly Valve	0 EA.	1,800.00	0
16" Butterfly Valve	0 EA.	2,700.00	0
18" Butterfly Valve	0 EA.	2,800.00	0
20" Butterfly Valve	0 EA.	4,200.00	0
24" Butterfly Valve	0 EA.	5,200.00	0
1" Air Vac Release	0 EA.	2,400.00	0
2" Air Vac Release	0 EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0 EA.	4,300.00	0
4" Blow Off	0 EA.	3,500.00	0
6" Blow Off	0 EA.	4,000.00	0
	0	0.00	0
Fire Hydrants - Water System			
6" Standard Fire Hydrants	0 EA.	4,000.00	0
6" Super Fire Hydrants	0 EA.	4,500.00	0
	0	0.00	0
Services Connections			
1" Service	0 EA.	800.00	0
1 1/2" Service	0 EA.	1,100.00	0
2" Service	0 EA.	1,600.00	0
	0	0.00	0
Fittings - Water System			
Misc. Fittings 4"	0	120.00	0
Misc. Fittings 6"	0	160.00	0
Misc. Fittings 8"	0	200.00	0
Misc. Fittings 10"	0	240.00	0
Misc. Fittings 12"	0	750.00	0
	0	0.00	0
Water Meters - Water System			
5/8" Meter	0	230.00	0
1" Meter	0	320.00	0
1 1/2" Meter	0	420.00	0
2" Meter	0	525.00	0
	0	0.00	0
Hot Tap Connections - Water System			
6" Hot Tap	0 EA.	1,750.00	0
8" Hot Tap	0 EA.	2,200.00	0
12" Hot Tap	0 EA.	3,150.00	0
Hot Tap Service Clamp	0 EA.	1,000.00	0
Water Service	0 EA.	330.00	0
	0	0.00	0
Miscellaneous - Water System			
Thrust Block	0 CY	150.00	0
Jack & Bore	0 L.F.	300.00	0
Joint at Existing 8"	0 EA.	650.00	0
Adjust Water Meter Box to Grade	0 EA.	150.00	0
	0	0.00	0

PM 23713

3-14-11
HDM

SUBTOTAL: 0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: *PM 23713* 0

DATE: *3-14-11* 12/30/99
PREPARED BY: 0 *HDM*

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	0	L.F.	55.00	0
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	460.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

CJ 3.14.11

PROJECT: PM 23713 0

DATE: 3-14-11 12/30/99
PREPARED BY: 0 HDM

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$0
OFFSITE STREET WORK	:	\$0
SPECIAL DISTRICTS	:	\$15,000
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$0
WATER SYSTEM	:	\$0
SEWER SYSTEM	:	\$0
TRAFFIC IMPROVEMENTS	:	\$0
BONDABLE WORK (not plan checked)	:	\$0

TOTAL COST (VALUE) OF IMPROVEMENTS: \$15,000

+20% CONTINGENCY: \$3,000

GRAND TOTAL: \$18,000

BOND AMOUNT: \$18,000

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements \$18,000

Project No. Parcel Map 23713

Bond No. ASB-531266

Premium \$450

Surety American Safety Casualty Insurance Company ^{A(IX) CA}

Principal DGK Investments, LLC.

Address 23901 Calabasas Road, Ste 1085

Address 1057 E. Imperial Highway

City/Zip Calabasas, CA 91302

City/Zip Placentia, CA 92870

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **DGK INVESTMENTS, LLC**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PARCEL MAP 23713**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and American Safety Casualty Insurance Company ^{A(IX) CA}, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **EIGHTEEN THOUSAND AND NO/100 Dollars (**\$18,000.00**)**, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Exhibit "C"

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PARCEL MAP 23713

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on February 10, 2012.

NAME OF PRINCIPAL: DGK Investments, LLC
Company Name

AUTHORIZED SIGNATURE(S): By [Signature] MANAGER
Name Title
[Signature] Manager
Name Title

NAME OF SURETY: American Safety Casualty Insurance Company A(C)CA
Company Name

AUTHORIZED SIGNATURE: [Signature] ITS ATTORNEY-IN-FACT
Ryan Tash

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PM 23713 - Faithful Performance Bond 2011.DOC

RISK MANAGEMENT
Approved

[Signature] 2-22-12
Date



A(IX) CA

NUMBER

ASB-531266

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints JENNIFER WAYNE, RYAN TASH, WILL MINGRAM OF LOS ANGELES, CALIFORNIA

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ONE MILLION(\$1,000,000.00) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6th day of August, 2009.

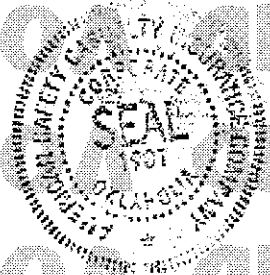
RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bands, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009

Attest:
Ambuj Jain



Signature of Joseph D. Scolo, Jr.
Joseph D. Scolo, Jr.

STATE OF GEORGIA
COUNTY OF COBB

On this 6th day of August, 2009, before me personally came Joseph D. Scolo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal, that is was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012

Signature of Jami Bailey
Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 10th day of February, 2012



Signature of Ambuj Jain
Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2.10.12 before me, C. Scarnici - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ryan Tash
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements \$9,000

Project No. Parcel Map 23713

Bond No. ASB-531266

Premium Included with Perf. bond

Surety American Safety Casualty Insurance Company ^{(IX)CA}

Principal DGK Investments, LLC.

Address 23901 Calabasas Road, Ste 1085

Address 1057 E. Imperial Highway

City/Zip Calabasas, CA 91302

City/Zip Placentia, CA 92870

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **DGK INVESTMENTS, LLC**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PARCEL MAP 23713**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **NINE THOUSAND AND NO/100** Dollars (*****\$9,000.00*****), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Exhibit "D"

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PARCEL MAP 23713

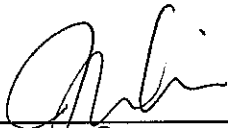
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on February 10, 2012.

NAME OF PRINCIPAL: DGK Investments, LLC
Company Name

AUTHORIZED SIGNATURE(S): By:

	<u>MANAGER</u>
Name	Title
<u>Roger M. Kim</u>	<u>Manager</u>
Name	Title

NAME OF SURETY: American Safety Casualty Insurance Company A(L)CA
Company Name

AUTHORIZED SIGNATURE: Ryan Tash
Ryan Tash ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PM 23713 - Material Labor Bond 2011.DOC

RISK MANAGEMENT
Approved

Item No. **A.12** By M. Alorj Date 2-22-12
-294-



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints JENNIFER WAYNE, RYAN TASH, WILL MINGRAM OF LOS ANGELES, CALIFORNIA

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ONE MILLION(\$1,000,000.00) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6th day of August, 2009.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bands, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009

Attest:
Ambuj Jain



Signature of Joseph D. Scollo, Jr.

STATE OF GEORGIA
COUNTY OF COBB

On this 6th day of August, 2009, before me personally came Joseph D. Scollo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012

Signature of Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 15th day of February, 2012



Signature of Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2.10.12 before me, C. Scarnici - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ryan Tash
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

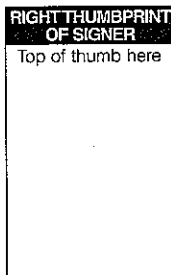
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

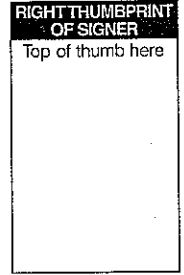
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



**MINUTES - REGULAR MEETING OF FEBRUARY 28, 2012
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF FEBRUARY 28, 2012
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

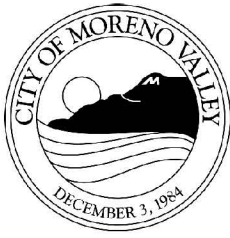
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**MINUTES - REGULAR MEETING OF FEBRUARY 28, 2012
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>mo</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 13, 2012

TITLE: PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2011-2012 CDBG ANNUAL ACTION PLAN, AMENDMENT #1 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed substantial amendment to 2011-12 CDBG Annual Action Plan Substantial Amendment #1, NSP3 to redefine the Target Areas;
2. Adopt the proposed amendments to the NSP3 Program to include a Multi-family Acquisition, Rehabilitation, Rental (MFR-ARR) activity;
3. Authorize the City Manager to reallocate NSP3 funds between HUD-approved grant activities to fund the MFR-ARR activity; and
4. Authorize the approval of the Budget Appropriation Adjustment (BAA) to establish the NSP3 budget.

BACKGROUND

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP) and Moreno Valley received an allocation of \$11,390,116 to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages.

On July 21, 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP assistance. This additional allocation

represented the third round of NSP funding and is referred to as NSP3. Moreno Valley was allocated \$3,687,789 in NSP3 funds. Though almost identical in use to the original NSP grant, the City's NSP3 program must conform to specific rules and regulations provided in the Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on October 19, 2010.

To officially secure the NSP3 grant allocation, the City adopted a Substantial Amendment #1 to the FY 2010-11 Annual Action Plan and submitted the application detailing the City's proposed program to HUD. The application was approved by HUD in March 2011; however, prior to the implementation of the NSP3 Program it is necessary to make substantive, programmatic changes. The amended NSP3 Program Application (Attachment B), will be submitted to HUD for review and approval.

DISCUSSION

When devising the NSP3 Program, city staff identified activities to best address the needs of the community while meeting the requirements of HUD. To increase the effectiveness of the NSP3 Program, staff is proposing to incorporate a rental component to the NSP3 Program, as well as modify two of the existing activities. Below is an overview of the proposed modifications:

Activity 1 – Acquisition, Rehabilitation, Resale of Single Family Homes

In the original application, staff proposed to use \$2,669,010 of the grant to fund the Single-Family Acquisition, Rehabilitation, Resale (SFR-ARR) activity which would be used to acquire foreclosed single-family or condominium residence(s) and then rehabilitate and resell them to income eligible households of up to 120% Area Median Income (AMI).

To meet the LH25 requirement -which is HUD's requirement to expend 25% of NSP3 funds for beneficiaries with household income at or below 50% AMI - staff proposed utilizing \$921,947 of this amount to create homeownership opportunities for the LH25 population (households earning up to 50% AMI). The strategy staff previously proposed to accomplish this was a focused effort on the acquisition of condominium units, located within some of the City's fledgling condo projects. At the time, the price points were competitive. Ultimately, the affordability of the condo units would have made homeownership of the up to 50% AMI households a possibility. However, given the significant changes in the real estate and lending markets, the opportunities have decreased. Federal Housing Administration (FHA) requires a minimum 50% owner-occupancy rate within the project to insure a mortgage loan for multi-family acquisitions; at this time, many of the Moreno Valley condominium projects do not meet this requirement. In addition, Homeowners Association (HOA) monthly dues are upwards of \$300 in select condominium complexes, these fees in addition to the mortgage payment makes the possibility for a income-eligible household earning up to 50% AMI to become homeowners less likely without financially over-encumbering the homebuyer.

After re-evaluation of the NSP3 Program design and the current real estate/lending markets, staff is proposing to modify this activity by reducing the allocation of the SFR-ARR activity by \$921,947 to \$1,747,063. Staff is estimating that – with a subsidy of

\$36,000 per property – 10 units can be acquired, rehabilitated, and resold with the initial allocation. The \$921,947 will be used with funds from other previously approved activities to create and fund the Multi-Family Residential Acquisition, Rehabilitation, and Rental (MFR-ARR) activity, discussed below.

Activity 2 - Multi-Family Residential Acquisition, Rehabilitation, and Rental (MFR-ARR)

Staff initially proposed utilizing the above-referenced SFR-ARR activity to create homeownership activities for the LH25 population (households earning up to 50% AMI). However, because of the challenges as previously described, staff has determined the LH25 population could be better served by creating a multi-family rental component for the Program. The MFR-ARR activity will be similar to that of the MFR-ARR activity currently administered through the NSP1 Program.

Through the NSP3 MFR-ARR activity select Development Partners will acquire, rehabilitate, and rent the multi-family units to income-eligible households earning up to 50% AMI. Affordability covenants will be recorded against the units for 55-years. The Development Partner will be responsible for maintaining and managing the project during the affordability period.

The activity will be funded by reducing the activity grant allocation for the SFR-ARR activity and the Neighborhood Stabilization Homeownership Program (NSHP) activity. The total grant allocation for this activity will be \$1,121,947. Staff is estimating that at least 9 income-restricted fully-rehabilitated rental units will be produced from the initial allocation.

Activity 3 - Neighborhood Stabilization Homeownership Program (NSHP)

Initially, staff proposed to use \$300,000 of the grant to assist eligible homebuyers in purchasing and completing minor rehabilitation of foreclosed Moreno Valley properties. Modeled after the NSHP Program offered by the County of Riverside, NSP3 funds would be used for down payment assistance and home repair/minor rehabilitation assistance to qualified households purchasing a foreclosed home in one of the NSP3 target areas.

Unlike the City's current NSP-funded down payment assistance program, the NSHP could also include an optional home repair assistance to the home purchased, incorporating energy-efficient improvements that will provide long-term affordability and increased sustainability. Eligible activities in the NSHP home repair assistance will include interior and exterior repairs and curb appeal improvements.

Currently, in adherence with NSP guidelines, properties purchased utilizing NSP funds must be vacant/foreclosed, located in one of the NSP Target Areas, and receive a discount of at least 1% below appraised value. Given the current market and the level of competition with investors, many homebuyers have not been successful with obtaining accepted offers meeting the discount requirements. Additionally, since the commencement of the NSP1 Program, the down payment assistance loans that have been funded have been for the purchase of one of the City's NSP properties - acquired

through the Development Partners (commonly referred to as NSP properties). To date, the City has not funded any down payment assistance loans for the purchase of non-NSP properties (properties meeting all of the criteria as defined above, but not owned by the City).

Consequently, staff is proposing to reduce the funding for this activity by \$200,000. Little interest has been expressed by homebuyers interested in utilizing down payment assistance funds to purchased non-NSP properties. The funds will be transferred to the newly created MFR-ARR activity. The remaining \$100,000 will be utilized toward NSHP activity.

The chart below summarizes the proposed changes to the NSP3 Program:

	Activity Type	Target Population	Proposed Changes	Current Allocation	Proposed Allocation Changes	New Allocations
1	Single-Family Residential Acquisition, Rehabilitation, Resale (SFR-ARR)	up to 120%	Reduce allocation amount to fund MFR-ARR; no longer target up 50% AMI population	\$ 2,669,010.00	\$ (921,947.00)	\$ 1,747,063.00
2	Multi-Family Residential Acquisition, Rehabilitation, Resale (MFR-ARR)	up to 50%	Create MFR-ARR as a new activity; fund activity with funds from SFR-ARR and NSHP activities	\$ -	\$ 1,121,947.00	\$ 1,121,947.00
3	Neighborhood Stabilization Homeownership Program (NSHP)	up to 120%	reduce allocation amount; transfer funds to MFR-ARR activity	\$ 300,000.00	\$ (200,000.00)	\$ 100,000.00
4	Demolition	None	None	\$ 50,000.00	\$ -	\$ 50,000.00
5	Landbanking	None	None	\$ 100,000.00	\$ -	\$ 100,000.00
6	Redevelopment	None	None	\$ 200,000.00	\$ -	\$ 200,000.00
	Administration	None	None	\$ 368,779.00		\$ 368,779.00
			Total	\$ 3,687,789.00	\$ -	\$ 3,687,789.00

TARGET AREAS

In addition to making the amendments proposed above to the approved NSP3 activities, staff is proposing amending the target areas.

Unlike NSP1, which was approved for use in approximately two-thirds of Moreno Valley, the NSP3 program required “deep targeting” or a neighborhood-focused approach,

when identify target areas. Adhering to specific criteria and utilizing mapping tools provided by HUD, staff identified five specific target areas to focus NSP3 efforts.

Staff initially identified the following areas to target NSP3 efforts (see Attachment C-map):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds.
- Target Area 2: Bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr.
- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave.

After careful evaluation of the Target Areas and identifying necessary changes to the NSP3 Program needed to ensure its success, staff is proposing to modify and/or amend the boundaries of the existing Target Areas. Staff is also proposing the addition of two new Target Areas.

Staff is currently proposing the following areas to target with NSP3 efforts (see Attachment D):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St. **THIS TARGET AREA HAS BEEN AMENDED.**
- Target Area 2: Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St. **THIS TARGET AREA HAS BEEN AMENDED.**
- Target Area 3: Bounded by Sunnymead Blvd., Lasselle St., Kitching St, and Eucalyptus Ave. **THIS TARGET AREA HAS BEEN AMENDED.**
- Target Area 4: Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St. **TARGET AREA HAS BEEN AMENDED.**
- Target Area 5: Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave. **THIS TARGET AREA HAS BEEN AMENDED.**
- Target Area 6: Bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave. **THIS TARGET AREA HAS BEEN ADDED.**
- Target Area 7: Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave. **THIS TARGET AREA HAS BEEN ADDED.**

ALTERNATIVES

1. Alternative 1. Adopt Substantial Amendment #1 to the FY 11/12 Annual Action Plan, Amendment #1 to the Neighborhood Stabilization Program 3 (NSP3); approve the Budget Allocation Appropriation (BAA); and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff**

recommends this action because it complies with the Dodd-Frank Act and adheres to the guidelines provided in the HUD Federal Register Notice, dated October 19, 2010 (Docket No. FR-5447-N-01).

2. **Alternative 2:** Decline to adopt Substantial Amendment #1 to the FY 11/12 Annual Action Plan, Amendment #1 to the Neighborhood Stabilization Program 3 (NSP3); decline to approve the Budget Allocation Appropriation (BAA); and decline to authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff does not recommend this action because it would result in a failure to meet the housing goals established by the Dodd-Frank Act and HUD requirements for NSP3.**

FISCAL IMPACT

The NSP3 funds are a HUD grant and do not require any matching funds. This amendment will not impact other City funding sources. The Federal Housing and Economic Recovery Act (HERA) does allow for the leveraging of NSP funds with existing redevelopment or CDBG monies; which may be explored during the administration of the NSP3 Program.

It is anticipated that the NSP activities could generate revenue or Program Income. Should this occur, the HERA requires that the monies be reapplied to the NSP Program and treated as additional funding, subject to the same expenditure criteria.

A summary of the proposed NSP3 budget is provided below:

PROPOSED NSP3 BUDGET

NSP Total Grant	\$3,687,789
NSP-Activity 1: Single-Family Acquisition/Rehabilitation/Resale	\$ 1,747,063
NSP-Activity 1: Multi-Family Acquisition/Rehabilitation/Rental	\$ 1,121,947
NSP-Activity 2: Neighborhood Stabilization Homeownership Program	\$ 100,000
NSP-Activity 3: Demolition	\$ 50,000
NSP-Activity 4: Land Banking	\$ 100,000
NSP-Activity 5: Redevelopment	\$ 200,000
NSP Administration Cap (10%)	<u>\$368,779</u>
Total Anticipated Grant Expenditures	\$3,687,789

The \$3,687,789 grant will be made available to Moreno Valley as a line of credit through HUD's Disaster Recovery Grant Reporting System (DRGR)¹. Once the Substantial Amendment to the Annual Action Plan is approved by HUD, the City will be required to submit quarterly reports summarizing obligations, expenditures, draw downs, and accomplishments for all activities through the DRGR system.

¹ HUD will monitor the NSP monies separately from standard CDBG funds, which are monitored via the Integrated Disbursement and Information System (IDIS).

Under NSP3, grantees have 2 years from the date HUD signs the grant agreements to expend 50% the grant funds and 3 years to expend an amount equal to the total grant allocation.

CITY COUNCIL GOALS

1. REVENUE DIVERSIFICATION & PRESERVATION

NSP3 funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

2. PUBLIC SAFETY

The NSP3 activities will directly or indirectly help to provide a secure environment by reducing the number of vacant and abandoned properties in the community.

3. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS

The NSP3 activities will help to preserve, rehabilitate and improve the City's existing neighborhoods.

SUMMARY

In accordance with the Wall Street Reform and Consumer Protection Act of 2010, HUD is allocating additional emergency grants to states, cities, and counties to address the foreclosure crisis. The City of Moreno Valley has been allocated \$3,687,789 to implement a third round of Neighborhood Stabilization Program activities (NSP3) within a 36-month timeline. To commence the NSP3 Program, the amendments to the initial NSP3 Program grant application must be approved by HUD.

Funding recommendations are included herein for each proposed activity. Consistent with the NSP1 program, staff is requesting authority be granted to the City Manager to move NSP funds between HUD-approved activities if it is found necessary and will execute relevant documentation related to NSP3 acquisitions and dispositions on behalf of the City. This authority would assist the City to respond promptly to situations affecting the program, such as changing market conditions.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on February 23, 2012. A copy of the draft NSP3 amendment was also available on the City website for public review and comment. The official 15-day public review period occurred between February 24, 2012 and March 12, 2012.

ATTACHMENTS/EXHIBITS

ATTACHMENT A	Budget Appropriation Adjustment (BAA)
ATTACHMENT C	Amended Neighborhood Stabilization Program 3 Application
ATTACHMENT C	Original NSP3 Target Areas Map
ATTACHMENT D	Amended NSP3 Target Areas Map

Prepared By:
Shaniqua Freeman
Housing Program Coordinator

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:

Budget Appropriation Adjustment Form



1 Date: February 22, 2012
 2 Department: Economic Development
 3 Division: Neighborhood Preservation

City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552
www.moval.org

4 **Type of Adjustment:**

- 5 A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
 6 Required Signatures/Approval: 1: City Council
- 7 B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
 8 Required Signatures/Approval: 1: Department Head 2: City Manager
- 9 C) Transfers between Funds & Departments (no net budgetary impact)
 10 Required Signatures/Approval: 1: Department Head 2: City Manager
- 11 D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
 12 Required Signatures/Approval: 1: Department Head 2: City Manager
- 13 E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
 14 Required Signatures/Approval: 1: Department Head 2: Financial & Administrative Services Director

Council Action Date
 03/13/12

Council Action No.

15 **Revenue** **Fund Balance**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
					\$0	See page 2
					\$0	
					\$0	
					\$0	
TOTAL			\$0	\$0	\$0	

22 **Expense**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
					\$0	See page 2
					\$0	
					\$0	
					\$0	
TOTAL			\$0	\$0	\$0	

29 **Transfer OUT (From)**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
					\$0	
					\$0	
TOTAL			\$0	\$0	\$0	

34 **Transfer IN (To)**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
					\$0	
					\$0	
TOTAL			\$0	\$0	\$0	

39 Prepared by: Requestor Anochar Clark Extension: 3475 Date: 03/13/12
 40 Authorization: Department Head _____ Extension: _____ Date: _____
 41 Approval as to Funds: Budget Officer _____ Extension: _____ Date: _____
 42 Authorization: Fin. & Admin. Svcs. Dir. _____ Extension: _____ Date: _____
 43 Authorization: City Manager _____ Extension: _____

Budget Appropriation Adjustment Form - page 2



City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552
www.moval.org

1 Date:
 2 Department:
 3 Division:

4 **Type of Adjustment:**

- 5 A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
 6 Required Signatures/Approval: 1: City Council
- 7 B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
 8 Required Signatures/Approval: 1: Department Head 2: City Manager
- 9 C) Transfers between Funds & Departments (no net budgetary impact)
 10 Required Signatures/Approval: 1: Department Head 2: City Manager
- 11 D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
 12 Required Signatures/Approval: 1: Department Head 2: City Manager
- 13 E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
 14 Required Signatures/Approval: 1: Department Head 2: Financial & Administrative Services Director

Council Action Date

Council Action No.

15 **Revenue** **Fund Balance**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
197	1970	4595.01		\$3,687,789	\$3,687,789	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
TOTAL			\$0	\$3,687,789	\$3,687,789	

32 **Expense**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
197	19711	NEW		\$1,747,063	\$1,747,063	Please see activity descriptions on page 4 of the staff report
197	19711	NEW		\$1,121,947	\$1,121,947	
197	19711	NEW		\$100,000	\$100,000	
197	19711	NEW		\$50,000	\$50,000	
197	19711	NEW		\$100,000	\$100,000	
197	19711	NEW		\$200,000	\$200,000	
197	19711	NEW		\$368,779	\$368,779	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
			\$0	\$-312,000	\$3,687,789	

Item No. E.1

AMENDMENT #1

NEIGHBORHOOD STABILIZATION PROGRAM 3RD ROUND

SUBSTANTIAL AMENDMENT CITY OF MORENO VALLEY



<p><u>Jurisdiction(s):</u> City of Moreno Valley</p> <p><u>Jurisdiction Web Address:</u></p> <p>http://www.moval.org/resident_services/housing/index_housing.shtml</p> <p><u>Mailing Address:</u> 14177 Frederick St. Moreno Valley, CA 92553</p>	<p><u>NSP Contacts:</u> Dante G. Hall Redevelopment & Neighborhood Programs Administrator</p> <p>Shanikqua Freeman Housing Program Coordinator</p> <p><u>Telephone:</u> (951) 413-3450</p> <p><u>Fax:</u> (951) 413-3459</p> <p><u>Email:</u> danteh@moval.org ShanikquaF@moval.org</p>
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The City of Moreno Valley wishes to thank HUD for recognizing the seriousness of the housing crisis in our City and allocating \$3,687,789 in the third round of Neighborhood Stabilization Program (NSP) funds to address foreclosed, vacant, and abandoned homes. The City is determined to find the highest and best use for these emergency dollars and offers the following plan for your review.

AMENDMENT #1

NEIGHBORHOOD STABILIZATION PROGRAM 3RD ROUND

SUBSTANTIAL AMENDMENT CITY OF MORENO VALLEY



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CENSUS TRACT AND BLOCK GROUP MAP WITH RISK SCORES..... ATTACHMENT 1
NSP3 MAPPING TOOL MAPS AND REPORTS..... ATTACHMENT 2

A. AREAS OF GREATEST NEED

HUD: Provide summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction.

City Response:

The City of Moreno Valley is a 51-square mile city located in western Riverside County, California. Through 2006, Moreno Valley consistently ranked as one of the fastest growing cities in the nation. This significant growth rate, combined with skyrocketing home prices and risky lending practices, placed Moreno Valley near the top of a less desirable ranking – it is one of the cities hardest hit by foreclosures.

The Department of Housing and Urban Development (HUD), via the 2008 HERA Act, recognized the seriousness of Moreno Valley's foreclosure problem and allocated \$11,390,116 to the City for use in neighborhood stabilizing activities. In the effort to address continued needs, Moreno Valley was allocated an additional \$3,687,789 in the third round of Neighborhood Stabilization Program (NSP) funds, authorized on July 21, 2010 under the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act).

In response to Moreno Valley's foreclosure problem and with HUD's allocations, the City will focus its efforts in the areas of greatest need. In order to identify these areas, the City analyzed various information:

The foreclosure and abandonment risk scores were calculated by HUD, through evaluation of the data described below. HUD provided the risk scores in a 1-20 priority ranking with 20 representing the highest risk of foreclosure/abandonment. HUD established California's minimum eligible need score of 17. **The entire City of Moreno Valley has been determined eligible, with NSP3 Need Scores ranging from a few Census Tracts with scores of 18 or 19 and 87% of the City scoring at 20.**

HUD's NSP3 Risk Score Data Sources:

- 1). City unemployment rate – Moreno Valley's rate is currently 16.4% (14,300 Moreno Valley were unemployed in December 2010), which significantly exceeds Riverside County's rate of 14.2%.
- 2). Average housing sales price decline since market peak – Moreno Valley's resale prices have declined – 44.3% since the peak of the market.
- 3). High cost loan rates by census tract/block groups (mortgages with interest-only payment options, stated income mortgages with high loan to value ratios, etc.) – Moreno Valley's high cost loan rates range from 21.1% to 41%.

The City considered HUD's updated Census Tract foreclosure risk scores, datasets found on www.huduser.org, HUD's NSP3 Mapping Tool, maps developed at the HUD-recommended www.policymap.com website, plus Moreno Valley's NSP1 Target Area map and developed the attached map of the City's proposed NSP3 Target Areas (see Attachment 1).

Utilizing this data, the City identified areas of need, including areas with a high percentage of current home foreclosures, areas with a high percentage of risky home loans, and areas with high future foreclosure rate projections.

Specific Findings:

Since the entire City of Moreno Valley has been determined eligible, with 87% of the Census Tracts assigned an NSP3 Need Scores at 20, the City has used deep targeting to identify the NSP3 Target Areas as those that offer the greatest potential for visible impact. The City proposes to prioritize the use of NSP3 funds in targeted Census Tracts not identified as eligible as part of the NSP 1 Program, to expand the City's NSP response capabilities. The proposed Target Areas have all received a HUD-calculated Foreclosure Risk Score of 20, demonstrating a concentration of existing foreclosures, a high percentage of homes finance with subprime mortgages, and a risk of high future foreclosure rates (also evidenced through the NSP3 Planning Data).

NSP3 Target Areas:

NSP3 requires a focused approach to each grantee's foreclosure response. As a result, Moreno Valley utilized deep targeting principles to select the proposed NSP3 Target Areas.

Though the City's NSP1 program is successfully serving a large portion of Moreno Valley (30 of the City's 86 Census Tracts), several Census Tracts that were found ineligible for NSP1 assistance have suffered an increase in the foreclosure risk factors and now have NSP3 Need Scores of 20. In addition, Moreno Valley has NSP1-eligible condominium neighborhoods that remain unassisted. Moreno Valley's focused approach to identifying NSP3 Target Areas would assist the following:

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St. This area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St. This area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20. **THIS TARGET AREA HAS BEEN AMENDED.**
- Target Area 3: Bounded by Sunnymead Blvd., Lasselle St., Kitching St, and Eucalyptus Ave. This Target Area 3 has an NSP3 Risk Score of 20. **THIS TARGET AREA HAS BEEN AMENDED.**
- Target Area 4: Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St. This area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20. **THIS TARGET AREA HAS BEEN AMENDED.**
- Target Area 5: Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave. This Target Area has an NSP3 Risk Score of 20. **THIS TARGET AREA HAS BEEN AMENDED.**
- Target Area 6: Bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave. This Target Area has an NSP3 Risk Score of 20. **THIS TARGET AREA HAS BEEN ADDED.**
- Target Area 7: Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave. This Target Area has an NSP3 Risk Score of 20. **THIS TARGET AREA HAS BEEN ADDED.**

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

B. DISTRIBUTION AND USES OF FUNDS

HUD: Provide a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c)(2) of HERA, as amended by the Recovery Act and the Dodd-Frank Act, that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures.

City Response:

The Housing and Economic Recovery Act of 2008 established the following eligible uses:

- Establishment of financing mechanisms for the purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-second, loan loss reserves, and shared-equity loans for low and moderate income homebuyers.
- Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop, such homes and properties.
- Establishment of land banks for homes that have been foreclosed upon.
- Demolition of blighted structures.
- Redevelopment of demolished or vacant properties.

With these eligible uses in mind, the City of Moreno Valley has identified activities that would best address the needs of the community while meeting the requirements of Section 2301(c)(2) of HERA, as amended by the Dodd-Frank Act. The proposed activities are described below.

The NSP3 grant will fund five primary activities plus Administration:

- 1) Single Family Residential Acquisition, Rehabilitation, and Resale in the amount of \$1,747,063 (LMMH)
- 2) Multi-Family Residential Acquisition, Rehabilitation, and Rental in the amount of \$ 1,121,947 (LH25)
- 3) Neighborhood Stabilization Homeownership Program (NSHP) in the amount of \$100,000
- 4) Demolition in the amount of \$50,000
- 5) Land banking in the amount of \$100,000
- 6) Redevelop demolished or vacant properties as housing in the amount of \$200,000
- 7) Administration in the amount of \$368,779

NOTE: The City of Moreno Valley is amending the initial application to propose the inclusion of a rental component in the NSP3. At the time of the initial application market conditions could support the City's strategy of creating homeownership opportunities for the LH25 population, however, recent shifts in the market makes the strategy no longer viable.

Activity 1- Single Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR)

The City of Moreno Valley proposes to dedicate \$1,747,063 (47%) of the NSP3 grant to acquiring foreclosed single-family detached and/or single-family attached (condominium) residence(s) and then rehabilitating and reselling them to income-eligible households of up to 120% AMI. Alternatively, the City may request transfer of Activity 1 funds in the future to Activities 4 or 5, to provide additional funds for land banking and/or redevelopment, as needed.

Under the NSP1 grant, the SFR-ARR program is already being used effectively to rehabilitate foreclosed properties in neighborhoods with a Foreclosure Risk Score of 9 or 10 (a score of 10 indicated the highest level of need). As described in Section A above, the City proposes to extend the availability of the SFR-ARR program into a few newly targeted neighborhoods now identified as having a high risk of foreclosure

The City of Moreno Valley will partner with several residential development partners to make a visible impact on the identified target areas. Properties will be acquired at a minimum discount of 1% below appraised value, in compliance with NSP3 regulations. All ARR NSP3 properties will be rehabilitated. Energy efficient and environmentally-friendly "green" elements will be incorporated into the rehabilitation scopes of work for each property, as much as practically possible. Prior to resale, the NSP3 properties must pass an inspection by a City building inspector for compliance with the City's Housing Quality Standards (HQS).

Activity- 2: Multi-Family Attached Residential Acquisition, Rehabilitation, and Rental (MFR-ARR)

Initially, the City of Moreno Valley proposed targeting some of Moreno Valley's condominium neighborhoods struggling with excess foreclosures and rental units as a strategy to meet the LH25 requirement. However, given substantial monthly HOA fees levied against each unit, coupled with inadequate owner-occupancy rates of the condominium projects (less than 50% - which is a requirement to secure funding), FHA and traditional mortgage financing opportunities are not available for households seeking to acquire condominium units. Consequently, the target LH25 population (those earning up to 50% AMI) will not be able to secure the first mortgage loan needed to acquire the property. As a result, the City of Moreno Valley must modify the approach to serve the needs of the LH25 population.

The current price points of the Moreno Valley real estate market and the level of subsidy that would be required to continue the targeted strategy of creating homeownership opportunities for the LH25 population, predicates a shift in the approach to meet the LH25 requirement. The City of Moreno Valley will now focus on creating multi-family rental opportunities, as opposed to single family homeownership opportunities, for the LH25 population.

To comply with NSP3 requirements, the City will to dedicate \$1,121,947 (30%) of the grant to households that earn up to 50% AMI. The City will tailor this component of the MFR-ARR activity to increase the current affordable rental unit stock by creating additional affordable housing rental units for income-eligible LH25 households. This shall be accomplished through partnership with a Community Housing Development Organization (CHDO) or other non-profit residential developer who will acquire, rehabilitate, rent, and manage the units under City oversight. The City will enter into an Affordable Housing Agreement with the CHDO or other non-profit developer. Pursuant to the Affordable Housing Agreement, the multi-family units will be subject to a 55-year affordability

covenant that will be recorded against the property will run with the land. Continued affordability will be ensured by City staff through an annual recertification process. The property will be inspected by a City Building Inspector prior to occupancy to ensure Housing Quality Standards are met.

Activity- 3: Neighborhood Stabilization Homeownership Program (NSHP)

The City of Moreno Valley will dedicate \$100,000 (3%) of the NSP3 allocation to provide for buyer-driven homeownership for low, middle, and moderate income-eligible homebuyers earning up to 120% area median income (AMI). The funds will be used to provide direct homebuyer acquisition assistance and/or rehabilitation financing. The funds may be used to provide assistance to the homebuyer through down payment, closing costs and/or minor rehabilitation/repair work while incorporating energy-efficient improvements that will provide long-term affordability and increased sustainability. Minor home repair assistance will include interior and exterior repairs and curb appeal improvements. The minor rehabilitation financing component of the activity is designed to help absorb single-family properties in the market that may otherwise not be absorbed due to a homebuyer's inability to make the necessary repairs because of a lack of resources.

In accordance with NSP3 Guidelines, all properties assisted via the use of NSP3 funds are subject to continued affordability restrictions. As a result, each property assisted under the NSHP activity will be subject to recorded covenants for a 15 year term. The covenants will be used to ensure, to the maximum extent practicable, that the properties remain affordable to families and individuals whose incomes do not exceed 120% AMI. The 'soft second' component encourages income-eligible homeowners to remain in the NSP affordable unit. Continued affordability will be ensured via an annual monitoring process to be conducted by City staff. No interest will be charged on the 'soft second.' However, should the home sell or transfer before the affordability period is realized, the City will collect a share of the equity on a declining scale. In other words, if the NSP assisted property is sold or transferred within the covenant period, the City will then be entitled to a share of the gain on sale in addition to the original amount loaned. The gain on sale returned to the City will not exceed the total investment made into the property by the City. The Covenants will remain in effect for the prescribed Covenant Period of 15 years and are not cancelled upon the sale of the property. A subsequent owner of the property will be subject to the recorded Covenant for the remainder of the affordability period.

Activity 4- Demolition

The City of Moreno Valley will dedicate \$50,000 (1%) to demolish blighted structures. The funds will be used to acquire and demolish foreclosed and vacant properties that are dilapidated beyond reasonable repair or fiscal feasibility, and/or present health and safety hazards. Upon the completion of the demolition, properties will be maintained through the land bank that will be established as one of the eligible NSP3 activities.

Activity 5 – Land Banking

The City of Moreno Valley will dedicate \$100,000 (3%) of the NSP3 grant to assembly, temporary management, and disposal of vacant land after a structure has been demolished. The funds will



be used toward the maintenance of the property after a demolition has occurred until replacement residential units are constructed.

Activity 6 – Redevelopment

The City will dedicate \$200,000 (5%) of the SP3 grant to the redevelopment of vacant sites or demolished sites for future development to provide housing to income-eligible households earning up to 120%. The City will focus its redevelopment efforts all of the Target Areas, as defined above. In addition, the City will leverage the NSP 3 funds with other funding sources (i.e. CDBG and HOME) to maximize the effectiveness of the activity. The City will partner with various development partners to create affordable homeownership opportunities for income-eligible households earning up to 120% AMI by redeveloping vacant properties held in the City’s land bank.

BUDGET: A summary of the NSP budget is provided below:

PROPOSED NSP BUDGET

NSP3 Total Grant	\$3,687,789
NSP3-Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	\$ 1,747,063
NSP3-Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)	\$ 1,121,947
NSP3-Activity 3, Neighborhood Stabilization Homeownership Program	\$ 100,000
NSP3-Activity 4, Demolition	\$ 50,000
NSP3-Activity 5, Land banking	\$ 100,000
NSP3-Activity 6, Redevelopment	\$ 200,000
NSP3 Administration Cap (10%)	\$ 368,779
Total Proposed Grant Expenditures	\$3,687,789

Under the Dodd-Frank Act, the City of Moreno Valley must expend at least 50% or \$1,843,894.50 of the allocated funds within 2 years of the date the funds become available, and 100% or \$3,687,789.00 of the funds within three years. It is anticipated that the NSP3 activities could potentially generate revenue, or Program Income. Should this occur, the monies will be reapplied to the NSP3 program and treated as additional funding, subject to the same expenditure criteria as the original grant funds.

The NSP3 Program will be an extension of the NSP1 Program currently being implemented by the City of Moreno Valley, which has been successful to date. Once the NSP3 program is underway, staff will conduct internal evaluations of the NSP3 activity progress to ensure its effectiveness. Should a particular activity be found to not meet the required milestones, the City proposes to allow the City Manager to make ‘non-substantial’ plan adjustments that shift funds between approved NSP activities to meet spending commitment requirements.

C. DEFINITIONS AND DESCRIPTIONS

HUD: AFFORDABILITY - Describe how the grantee will ensure continued affordability for NSP assisted housing.

The City of Moreno Valley is committed to maintaining affordability for its NSP3 assisted housing.

NSP activities using the minimum 25% allocated for households earning up to 50% area median income (LH25) will target efforts to increasing rental opportunities within this income level. The City will partner with a CHDO or other non-profit residential developer who will acquire rehabilitate, rent and manage the units under the City's oversight. The City will enter into an Affordable Housing Agreement with the CHDO or other non-profit developer. Pursuant to the Affordable Housing Agreement, the multi-family units will be subject to a 55-year affordability covenant that will be recorded against the property will run with the land. Continued affordability will be ensured by City staff through an annual recertification process.

All NSP3 single-family home purchase activities involving assistance to households earning up to 120% of area median income (LMMH) will be subject to the affordability period of 15 years. Should the household sell or transfer the property before the affordability period is complete, the City will collect a share of the increased equity. In other words, if the NSP-assisted property is sold or transferred within the 15-year affordability, the City will be entitled to a share of the gain on sale in addition to the principal amount loaned. The funds returned to the City on the sale of the unit will be considered program income and will be recycled back into the appropriate account to fund additional NSP projects.

HUD: Define "AFFORDABLE RENTS."

"Affordable Rents" means a rental housing cost not in excess of that which may be charged the applicable eligible person or family pursuant to Section 50053 of the California Health and Safety Code. For NSP assisted projects, the City will use affordable rents under the HOME program, less utility allowances as provided by the County of Riverside Housing Authority.

HUD: Define "blighted structure" in context of state or local law.

A structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare.

The California legislative definition of blight is found in the Health and Safety Code Sections 33030 and 33031. In sum, the definition describes two basic areas of blight: physical and economic.

Subdivision (a) of section 33031 describes the physical conditions that cause blight as follows:

- "Buildings in which it is unsafe or unhealthy for persons to live or work. These conditions can be caused by serious building code violations, dilapidation and deterioration, defective design or physical construction, faulty or inadequate utilities, or other similar factors.
- Factors that prevent or substantially hinder the economically viable use or capacity of buildings or lots. This condition can be caused by a substandard design, inadequate size given present standards and market conditions, lack of parking, or other similar factors.

- Adjacent or nearby uses that are incompatible with each other and that prevent the economic development of those parcels or other portions of the project area.
- The existence of subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership.”

Subdivision (b) of section 33031 describes the economic conditions that cause blight as:

- “Depreciated or stagnant property values or impaired investments, including, but not necessarily limited to, those properties containing hazardous wastes that require the use of agency authority as specified in Article 12.5 (commencing with 33459), discussed in chapter 6, entitled Environmental Issues.
- Abnormally high business vacancies, abnormally low lease rates, high turnover rates, abandoned buildings, or excessive vacant lots within an area developed for urban use and served by utilities.
- A lack of necessary commercial facilities that are normally found in neighborhoods, including grocery stores, drugstores and banks, and other lending institutions.
- Residential overcrowding or an excess of bars, liquor stores, or other businesses that cater exclusively to adults that has led to problems of public safety and welfare.
- A high crime rate that constitutes a serious threat to the public safety and welfare.”

Define LH25: Refers to those households earning up to 50% area median income. The City will allocate no less than 25% of the NSP3 grant funds to serving households in this income category.

Define LMMH: HUD characterizes households whose incomes do not exceed 120% area median income as “low-, moderate-, and middle-income households,” abbreviated as LMMH.

HUD: Describe housing rehabilitation standards that will apply to NSP3-assisted activities.

The City has Housing Quality Standards (HQS) created to conform to the Department of Housing and Urban Quality Standards, in addition to applicable municipal laws, codes, and Building Code Standards.

The HQS covers six essential areas of construction:

- 1) Physical and/or Environmental Improvements,
- 2) Structural-Exterior Building Improvements and Finishes
- 3) Building Interior,
- 4) Plumbing
- 5) Electrical
- 6) Mechanical

For NSP3 properties in particular, the City’s HQS will be revised to include energy efficient and environmentally-friendly “green” requirements for incorporation into the rehabilitation scope of work for each property.

Within the HQS, the City has outlined the minimum requirements that each NSP assisted housing unit must meet prior to occupancy by the eligible participant(s). The City's NSP3 building inspector reviews proposed scopes of work for each NSP3 property and makes revisions in compliance with the HQS. If upon inspection, it is found that a unit does not meet the standards, occupancy will be deferred until the unit does meet the standards (i.e., after repair and successful re-inspection of the unit).

HUD: Describe how vicinity hiring requirements will apply to NSP3 assisted activities.

The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City, shall to the maximum extent feasible, provide for the hiring of employees who reside in Moreno Valley. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

D. HOUSING MARKET CONDITIONS

Moreno Valley's current housing market continues to struggle with excessive numbers of foreclosures: 1,861 are currently in the foreclosure process plus more than 850 are already bank-owned. In general, homes are not available for sale unless they are bank-owned or the owner is seeking a short-sale. According to the Multiple Listing Service (MLS), more than 250 single family homes and more than 45 condominiums are currently for sale in Moreno Valley.

Though prices have dropped more than 44%, home sale pricing seems to have stabilized somewhat. Over the last year, the median resale price for single-family homes rose just 2% (or \$3,681) to \$160,208 in December 2010. Sales numbers show strong interest in Moreno Valley's market as investors compete to purchase prospective rental or rehabilitation/resale properties. However, owner-occupant home purchasing remains sluggish and pockets of Moreno Valley continue to experience price declines. Under the City's NSP1 grant, some ARR homes have required resale price reductions after properties sat on the market for extended periods, to encourage purchase by owner-occupant homebuyers.

E. NSP INFORMATION BY ACTIVITY (ACTIVITY 1)

1) **Activity Name:** Single-Family Residential Acquisition, Rehabilitation, and Resale (SFR-ARR) **\$1,747,063**

2) **Activity Type:**

- NSP: Under HERA 2301(c)(3)(B) - Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties
- CDBG: Under 24 CFR 570.201 (a) Acquisition and (b) Disposition

- 3) **National Benefit Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn \leq 120% of AMI, LH25 households earn \leq 50% of AMI). NSP3 beneficiaries will be restricted to low, moderate-, and middle-income (LMMH) households as defined in the HERA.
- 4) **Projected Start Date:** Moreno Valley's NSP3 will commence immediately upon HUD's approval of the amendment to the Action Plan.
- 5) **Projected End Date:** In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the NSP3 grant funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that acquisition, rehabilitation, and resale will continue through mid-2014.
- 6) **Responsible Organization:**

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
Dante G. Hall, Redevelopment & Neighborhood Programs Administrator
951-413-3455, danteh@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

- 7) **Location Description:** To ensure that NSP3 funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the ARR activity in the Target Areas described in Section A and restated below (all proposed areas have a HUD Foreclosure Risk Score of "20"):
 - **Target Area 1:** Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St.
 - **Target Area 2:** Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St.
 - **Target Area 3:** Bounded by Sunnymead Blvd., Lasselle St., Kitching St., and Eucalyptus Ave.
 - **Target Area 4:** Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity will provide for acquisition, rehabilitation, and resale of foreclosed, vacant, and abandoned single family attached and detached homes by the City in cooperation with residential development partners. The homes will be acquired at a minimum discount of 1% off the appraised value. The homes will be rehabilitated and resold to qualified owner-occupant homebuyers – targeting families earning up to 120% AMI (LMMH population).

Homebuyers will be required to execute an affordable housing agreement that restricts their ability to resell to households in the same income category (i.e., 50% or 120% AMI). Moreno Valley's affordable housing agreements are structured to run with the property for 15 years. The City estimates subsidizing ARR transactions at an average of \$36,000 per LMMH property. No interest will be charged to the homebuyer for this subsidy. However, to encourage continued owner-occupancy, the City's affordable housing agreement requires payment of a share of the gain on sale (equity share) if the homebuyer sells, transfers, or ceases to occupy the property prior to the expiration of the 15-year affordability period. The gain of sale returned to the City will not exceed the total investment made into the property by the city.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is \$3,687,789. The budget for this activity is set at \$ 1,747,063, and is intended to serve the LMMH population. Alternatively, the City may request transfer of Activity 1 funds in the future to Activities 4 or 5, to provide additional funds for land banking and/or redevelopment, as needed.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of properties acquired and resold to eligible LMMH households.

The City estimates subsidizing SFR-ARR transactions for LMMH households at an average amount of \$36,000 per property, producing an estimated performance measure for this population of 10 units.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 2)

1) **Activity Name:** **Multi-Family Residential Acquisition, Rehabilitation, and Rental (MFR-ARR)** **\$1,121,947**

2) **Activity Type:**

- **NSP:** Under HERA 2301(c)(3)(B) - Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties
- **CDBG:** Under 24 CFR 570.201 (a) Acquisition and (b) Disposition

4) **National Benefit Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn \leq 120% of AMI, LH25 households earn \leq 50% of AMI. NSP3 beneficiaries will be restricted to low, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date:** Moreno Valley's NSP3 will commence immediately upon HUD's approval of the amendment to the Action Plan.

5) **Projected End Date:** In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the NSP3 grant funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that acquisition, rehabilitation, and resale will continue through mid-2014.

6) **Responsible Organization:**

City of Moreno Valley
Community & Economic Development Department,
Neighborhood Preservation Division
Dante G. Hall, Redevelopment & Neighborhood Programs Administrator
951-413-3455, danteh@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

8) **Location Description:** To ensure that NSP3 funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the ARR activity in the Target Areas described in Section A and restated below (all proposed areas have a HUD Foreclosure Risk Score of "20"):

- **Target Area 5:** Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave.

- Target Area 6: Bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave.
- Target Area 7: Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave,

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity will provide for acquisition, rehabilitation, and rental of foreclosed, vacant, and abandoned multi-family residences by the City in cooperation with residential development partners. The units will be acquired at a minimum discount of 1% off the appraised value. The homes will be rehabilitated and rented to income-eligible qualified households – targeting families earning up to 50% AMI (LH25 population).

This activity is for the acquisition, rehabilitation, and rental of multifamily residential property to households earning up to 50% of the area median income. The City will acquire multi-family structures and contract with a CHDO or non-profit for the rehabilitation and management of the units, OR the City may provide funding to City CHDO/non-profit residential developer to acquire, rehabilitates, rent, and manage the units.

The City will enter into an Affordable Housing Agreement with the CHDO or non-profit residential developer. Pursuant to the Affordable Housing Agreement, the multi-family units will be subject to 55-year affordability covenants that run with the land. Continued affordability will be ensured by City staff through an annual recertification process. The property will be inspected by a City Building Inspector whether or not a CHDO or non-profit residential developer is contacted, to ensure HQS are met.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is \$3,687,789. The budget for this activity is set at \$ 1,121,947, and is intended to serve the LH25 population with incomes up to 50% AMI.

Alternatively, the City may request transfer of Activity 1 funds in the future to Activities 4 or 5, to provide additional funds for land banking and/or redevelopment, as needed.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of properties acquired and resold to eligible (both LH25 and LMMH) households.

The City estimates subsidizing ARR transactions for LH25 households at an average amount of \$125,000 per unit, producing an estimated performance measure for this population of 9 units.

- 11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City will monitor Development Partner compliance through collection of Section 3 reporting data

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 3)

- 1) **Activity Name:** Neighborhood Stabilization Homeownership Program (NSHP)
- 2) **Activity Type:**
 - NSP – Under HERA 2301(c)(3)(A), establish financing mechanisms for purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-second, loan loss reserves, and shared-equity loans for low- and moderate- income homebuyers;
 - CDBG – Under 24 CFR 570.206 direct homeownership assistance
- 3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn \leq 120% of AMI, LH25 households earn \leq 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.
- 4) **Projected Start Date:** Moreno Valley's NSP3 will commence immediately upon HUD's approval of the amendment to the Action Plan.
- 5) **Projected End Date:** In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the NSHP grant funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that direct homebuyer assistance for property acquisition and / or rehabilitation will continue through mid-2014.
- 6) **Responsible Organization:**

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
Dante G. Hall, Redevelopment & Neighborhood Programs Administrator
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Additional development partners shall be contracted to implement the program with close City oversight.

- 7) **Location Description:** To ensure that NSP3 funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the ARR activity in the Target Areas described in Section A and restated below (all proposed areas have a HUD Foreclosure Risk Score of "20"):
- **Target Area 1:** Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St.
 - **Target Area 2:** Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St.
 - **Target Area 3:** Bounded by Sunnymead Blvd., Lasselle St., Kitching St, and Eucalyptus Ave.
 - **Target Area 4:** Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity will provide for acquisition, rehabilitation, and resale of vacant and abandoned homes by income-eligible households (up to 120% area median income) via a tailored version of the City's existing first time homebuyer assistance program. The tenure of the beneficiaries is homeownership and the terms of assistance will be in the form of a 30 year deferred, silent second, 'soft' loan, with zero interest rate (no monthly payments due, and a proportionate equity share mechanism in lieu of interest).

In this activity, the income-qualified homebuyers will acquire properties directly. The City will not hold ownership under this activity, but will ensure the appraisal requirements are met and required discounts are provided to the NSP homebuyer. Under the program, the responsibility of meeting the City's Housing Quality Standards (HQS, for more information please refer to the Definitions, Section C) shall be placed on the homebuyer and NSHP funds may be used to fund homebuyer rehabilitation work. The City will educate lenders and local realtors regarding the HQS. The property will be inspected by a City Building Inspector at time of sale to ensure the HQS are met.

Affordability covenants will be recorded against each property for a 15 year term. For more information on affordability covenant terms, please refer to page 9. The 'soft second' component encourages income-eligible homeowners to remain in the NSP affordable unit. The loan will be forgiven at the expiration of the affordability period. Continued affordability will be ensured via a monitoring process to be conducted by City staff. Should the household, sell or transfer the property before the affordability period expires, the City will collect an equity share. In other words,

if the NSP assisted property is sold or transferred, the City will then be entitled to a share of the gain on sale in addition to the original amount loaned. The gain of sale returned to the City will not exceed the total investment made into the property by the city.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is \$3,687,789. The budget for this activity is set at \$100,000, which represents the proposed 20% of list price NSP contribution. Private lender financing of the remaining 80% is estimated at \$1.5 million.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of properties acquired and resold to eligible (both LH25 and LMMH) households. The City estimates subsidizing NSHP transactions at 20% of the purchase price. For example, at a typical sales price of \$150,000 per property, the proposed budget for this activity could produce an estimated performance measure of 10 units. The actual count of units assisted may vary, depending on the purchase price of the unit.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 4)

1) **Activity Name:** **Demolition**

2) **Activity Type:**

- NSP – Under HERA 2301(c)(3)(D), demolish blighted structures
- CDBG – Under 24 CFR 570.201(d) clearance for blighted structures only

5) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn \leq 120% of AMI, LH25 households earn \leq 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date:** Moreno Valley's NSP3 will commence immediately upon HUD's approval of the amendment to the Action Plan.

- 5) **Projected End Date:** In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Demolition activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Demolition activities may continue through mid-2014.

6) **Responsible Organization:**

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
Dante G. Hall, Redevelopment & Neighborhood Programs Administrator
951-413-3455, danteh@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

- 6) **Location Description:** To ensure that NSP3 demolition funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the Demolition activity in Target Areas 1 and 2 only, described in Section A and restated below (both proposed areas have a HUD Foreclosure Risk Score of "20"):

- **Target Area 1:** Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St.
- **Target Area 2:** Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St.
- **Target Area 3:** Bounded by Sunnymead Blvd., Lasselle St., Kitching St, and Eucalyptus Ave.
- **Target Area 4:** Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St
- **Target Area 5:** Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave.
- **Target Area 6:** Bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity will provide for the demolition of vacant, foreclosed and abandoned single and multi-family residences by the City in cooperation with residential

development partners. Properties that present blight, pose health and safety hazards, and are comprised of illegal structures will be acquired at a discounted rate of at least 1% below appraised value and demolished. Upon completion of the demolition, the land will be added to and maintained through the land bank established by the City as part of the eligible the Program's land banking activity described in further detail below. The land will be redeveloped to create affordable homeownership opportunities for income-eligible households earning up to 50% area median income (LH25) and 120% area median income (LMMH), at a later date.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is \$3,687,789. The budget for this activity is set at \$50,000. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of blighted properties that are demolished. Based on recent experience, the City estimates demolition expenses not to exceed \$10,000 per property. At this cost, the actual count of blighted units to be demolished is estimated at 5.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Agreements to be executed by the Demolition contractors.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 5)

1) **Activity Name:** Land banking

2) **Activity Type:** (include NSP eligible use & CDBG eligible activity)

- NSP – Under HERA 2301 (c) (3), (C) establish land banks for homes that have been foreclosed upon;
- CDBG – Under 24 CFR 570.201 (a) acquisition

3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn \leq 120% of AMI, LH25 households earn \leq 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.



4) **Projected Start Date:**

Moreno Valley's NSP3 will commence immediately upon HUD's approval of the amendment to the Action Plan.

5) **Projected End Date:**

In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the land banking activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that land banking activities may continue through mid-2021, as a land bank may not hold a property for more than ten years without obligating the property for a specific, eligible redevelopment project in accordance with NSP requirements.

6) **Responsible Organization:**

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
Dante G. Hall, Redevelopment & Neighborhood Programs Administrator
Ph. 951-413-3455, E-mail: Danteh@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional partners such as a City certified Community Housing Development Organization (CHDO) or other non-profit residential developer shall be contracted to implement the program and manage the units with close City oversight.

7) **Location Description:** To ensure that land banking funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the Land banking activity, when necessary, in Target Areas 1 and 2 only, described in Section A and restated below (both proposed areas have a HUD Foreclosure Risk Score of "20"):

- **Target Area 1:** Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St.
- **Target Area 2:** Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St.
- **Target Area 3:** Bounded by Sunnymead Blvd., Lasselle St., Kitching St, and Eucalyptus Ave.
- **Target Area 4:** Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St.
- **Target Area 5:** Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave.
- **Target Area 6:** Bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave.
- **Target Area 7:** Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) Activity Description:

This activity provides for the acquisition of undeveloped parcels located within the designated Target Areas to eliminate the blight caused by underutilized land. In accordance with NSP3 regulations, the properties will be acquired with a minimum 1% discount off the appraised value. The undeveloped parcels will be held in and maintained through the land bank that will be established through the Program. The parcels will be developed at a later date to create affordable homeownership opportunities to income-eligible households earning up to 50% area median income (LH25) and income-eligible households earning up to 120% area median income (LMMH). The funds budgeted for this activity will also be used to maintain the properties that have been rendered vacant as a result of Activity 3 - Demolition, as described above. The City will focus its land banking efforts in Target Areas 1 and 2, as described above.

9) Total Budget: (Include public and private components)

The City of Moreno Valley's total allocation is \$3,687,789. The budget for this activity is set at 3% of the NSP grant, or \$100,000, and it will be used to serve the populations earning up to 50% AMI (LH25) and up to 120% AMI (LMMH). Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) Performance Measures (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

This activity is predicated by the availability of undeveloped, vacant properties located in the designated Target Areas. It is expected that a minimum of 1 property will be held in the land bank and used to create homeownership opportunities for income-eligible households earning no more than 50% AMI (LH25) and income-eligible households earning no more than 120% AMI (LMMH).

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 6)

1) Activity Name: Redevelopment

2) Activity Type: (include NSP eligible use & CDBG eligible activity)

- NSP – Under HERA 2301 (c) (3), (E) redevelop demolished or vacant properties.
- CDBG – Under 24 CFR 570.201 (a) acquisition

- 3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn \leq 120% of AMI, LH25 households earn \leq 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

- 4) **Projected Start Date:**

Moreno Valley's NSP3 will commence immediately upon HUD's approval of the amendment to the Action Plan.

- 5) **Projected End Date:**

In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Redevelopment activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Redevelopment activities may continue through mid-2014.

- 6) **Responsible Organization:**

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
Dante G. Hall, Redevelopment & Neighborhood Programs Administrator
Ph. 951-413-3455, E-mail: Danteh@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional partners such as a City certified Community Housing Development Organization (CHDO) or other non-profit residential developer shall be contracted to implement the program and manage the units with close City oversight.

- 7) **Location Description:** (Description may include specific addresses, blocks or neighborhoods to the extent known.)

This activity will focus on the Target Areas as defined below:

- **Target Area 1:** Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- **Target Area 2:** Bounded by Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St.
- **Target Area 3:** Bounded by Sunnymead Blvd., Lasselle St., Kitching St, and Eucalyptus Ave.
- **Target Area 4:** Bounded by Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St.;
- **Target Area 5:** Bounded by Perris Ave., Filaree Ave., Gentian Ave., and Sheila Ave.

- Target Area 6: Bounded by Alessandro Blvd., Courage St., Frederick St., Bay Ave.
- Target Area 7: Bounded by Heacock St. 60FWY, Postal Ave, east of Indian Ave.

8) **Activity Description:**

This activity is for the redevelopment of vacant sites or demolished sites for future development to provide housing to income-eligible households earning up to 120%. The City will focus its redevelopment efforts in Target Areas 1 and 2, as defined above. In addition, the City will leverage the NSP 3 funds with other funding sources (i.e. CDBG and HOME) to maximize the effectiveness of the activity. The City will partner with various development partners to create affordable homeownership opportunities for income-eligible households earning up to 120% AMI by redeveloping vacant properties held in the City's land bank.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total allocation is \$3,687,789. The budget for this activity is set at 5% of the NSP grant, or \$200,000, and it will be used to serve populations earning up to 120% AMI. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

This activity's effectiveness will be predicated by the activities by the land bank. It is estimated that the City will have the ability to redevelop at least 1 vacant parcel with the established budget. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 7)

1) **Activity Name:** **Administration and Planning Costs**

2) **Activity Type:** (include NSP eligible use & CDBG eligible activity)

- NSP Grant administration HERA § 2301(c)(3)

3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn \leq 120% of AMI, LH25

households earn \leq 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date:**

Planning and preparation of the NSP3 Program has already commenced. The implementation and administration will begin upon the approval of the amendment to the Action Plan.

5) **Projected End Date:**

In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Administration activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Administration activities may continue through mid-2014.

6) **Responsible Organization:**

City of Moreno Valley
Community & Economic Development Department,
Neighborhood Preservation Division
Dante G. Hall, Redevelopment & Neighborhood Programs Administrator
Ph. 951-413-3455, E-mail: Danteh@moval.org
14177 Frederick St., Moreno Valley, CA 92553

7) **Location Description:** (Description may include specific addresses, blocks or neighborhoods to the extent known.) City-wide

8) **Activity Description:**

This activity includes administration of the grant that includes, but is not limited to the following activities:

- Loan Processing
- Building inspection
- Compliance monitoring (NSP Compliance, Affirmative Marketing, Uniform Real Estate Acquisition and Relocation Act, Environmental Review, etc.)
- Data collection and reporting
- Contracting/Contract Administration
- Consultant selection and supervision
- Agreement preparation
- Legal Counsel
- Partner training
- Data entry and reporting through DRGR
- Provide technical assistance to various non-profit partners
- Ensure public participation

- Negotiation of purchases/sales and processing
- Program marketing to real estate professionals and the public

9) **Total Budget:** (Include public and private components)

NSP allows for 10% of the NSP budget (\$368,779) and 10% of Program Income to be used for grant administration.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

All administrative activities will benefit low -, middle-, and moderate income households.

F. SPECIFIC ACTIVITY REQUIREMENTS

HUD: Describe the general terms under which assistance will be provided.

City Response:

Please refer to Section E- **NSP Information by Activity**. Each activity narrative incorporates activity details pertaining to the general terms by which the City will provide assistance to income-eligible households. Each activity narrative identifies tenure of the beneficiaries, explains how the City will ensure continued affordability of all units benefiting through the use of NSP funds, and describes the City's planned activities to meet the statutory requirement of dedicating 30%, or \$1,121,947 of the grant funds, to providing affordable housing to the population earning up to 50% area median income.

G. LOW INCOME TARGETING

HUD: Identify the estimated amount of funds appropriated or otherwise made available under the NSP to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50 percent of area median income.

City Response:

HUD has allocated to Moreno Valley a total of \$3,687,789 in NSP funds. In compliance with HERA requirements, as amended by the Dodd-Frank Act, a minimum of 25% or \$921,947 of that allocation must be used toward providing rental housing for individuals and families whose incomes do not exceed 50% of area median income; the City is dedicating 30% or, \$1,121,947 of the grant to target the low income population. The City will ensure that at least this amount is utilized to house the target population, through the Acquisition/Rehabilitation/Rental of multi-family residential units. Many of the of the other eligible activities will be used to serve the population earning up to 50% AMI

H. DEMOLITION OR CONVERSION OF LOW- AND MODERATE-INCOME UNITS

HUD: Indicate whether grantee intends to demolish or convert any low- and moderate-income dwelling units (i.e., $\leq 80\%$ of area median income).

City Response:

The City plans to dedicate \$50,000, or 1% of the total grant to demolish dwelling units that are severely distressed and irreparable. The City will demolish only foreclosed and vacant units that are eligible for acquisition utilizing NSP3 funds. In addition, NSP efforts will be focused on existing housing units that are currently vacant. Therefore, the City does not expect that relocation of any low and moderate income households will be necessary.

I. PUBLIC COMMENT

HUD: Provide a summary of public comments received to the proposed NSP Substantial Amendment.

City Response:

The City published a Notice of Public Hearing and a Notice of the Amendment to FY2011-2012 Action Plan Amendment #1, Amendment #1 to NSP 3 in the Press-Enterprise (a local publication) on February 23, 2012, initiating the 15-day Public Review period. The Notice of Public Hearing was also uploaded to the City's website at www.moval.org. An option for the public to email comments to the City was provided on the web page.

TO BE UPDATED AFTER HEARING

Appendix A

CERTIFICATIONS

- (1) **Affirmatively furthering Fair Housing.** The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.
- (2) **Anti-lobbying.** The jurisdiction will comply with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- (3) **Authority of Jurisdiction.** The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.
- (4) **Consistency with Plan.** The housing activities to be undertaken with NSP funds are consistent with its consolidated plan, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the grantee's substantial amendment.
- (5) **Acquisition and Relocation.** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD.
- (6) **Section 3.** The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- (7) **Citizen Participation.** The jurisdiction is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.
- (8) **Following Plan.** The jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.
- (9) **Use of Funds in 3 years.** The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years of receipt of the grant.

-
- (10) **Use NSP Funds ≤ 120% of AMI.** The jurisdiction will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120% of area median income.
- (11) **Assessments.** The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.
- (12) **Excessive Force.** The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (13) **Compliance with Anti-discrimination Laws.** The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- (14) **Compliance with Lead-based Paint Procedures.** The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.
- (15) **Compliance with Laws.** The jurisdiction will comply with applicable laws.

Barry Foster
Community & Economic Development Director
City of Moreno Valley

Date

Appendix B

NSP 3 Substantial Amendment/Abbreviated Plan Checklist

Jurisdiction: City of Moreno Valley
Lead Agency: City of Moreno Valley
Jurisdiction Web Address: www.moval.org

NSP Contact Person: Shanikqua Freeman, Housing Program Coordinator
Address: 14177 Frederick St., PO Box 88005, Moreno Valley, CA 92552-0805
Telephone: 951-413-3450
Fax: 951-413-3459
Email: shanikquaf@moval.org

The required elements in the substantial amendment/abbreviated action plan are:

A. Areas of Greatest Need

Does the submission identify a neighborhood or neighborhoods as being areas of greatest need with an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the 20th percentile most needy score in an individual state? See <http://www.hud.gov/nsp> for minimum thresholds.

Yes No

Verification found on page: 1

Comments:

B. Distribution and Use of Funds

Does the submission contain a narrative describing how the distribution and uses of the grantee's NSP3 funds will meet the requirements of Section 2301(c)(2) of HERA, as amended by the Recovery Act and the Dodd-Frank Act, that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures?

Yes No

Verification found on page: 1

Note: The grantee's narrative must address the three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

Comments:

C. Definitions and Descriptions

For the purposes of the NSP3, do the narratives include:

- a definition of "blighted structure" in the context of state or local law
Yes No Verification found on page: 7
- a definition of "affordable rents"
Yes No Verification found on page: 7
- a description of how the grantee will ensure continued affordability for NSP3 assisted housing
Yes No Verification found on page: 6
- a description of housing rehabilitation standards that provide for improvements to increase energy efficiency or conservation of such homes and properties or to provide for a renewable energy source or sources on homes or properties that will apply to NSP3-assisted activities (including applicable Energy Star requirements)
Yes No Verification found on page: 8
- a description of how the grantee will comply with rental housing preference
Yes No Verification found on page: not applicable
- a description of how the grantee will meet the vicinity hiring requirement
Yes No Verification found on page: 8

Comments:

In partnership with a CHDO or other non-profit residential developer, the City of Moreno Valley will acquire, rehabilitate, rent, and manage multi-family residential units. The units will be restricted to income-eligible households earning up to 50%AMI (LH25).

D. Housing Market Conditions

Does the action plan narrative should specifically address how the grantee's program design will address the local housing market conditions?

- Yes No Verification found on page: 8

Comments:

E. Information By Activity

Does the submission contain information by activity describing how the grantee will use the funds, identifying:

- eligible use of funds under NSP3?
Yes No Verification found on page: 9-20
- correlated eligible activity under CDBG?
Yes No Verification found on page: 9-20
- the areas of greatest need addressed by the activity or activities?
Yes No Verification found on page: 9-20
- expected benefit to income-qualified persons or households or areas?
Yes No Verification found on page: 9-20
- appropriate performance measures for the activity?
Yes No Verification found on page: 9-20
- amount of funds budgeted for the activity?
Yes No Verification found on page: 9-20
- the name, location and contact information for the entity that will carry out the activity
Yes No Verification found on page: 9-20
- expected start and end dates of the activity?
Yes No Verification found on page: 9-20
- how the grantee shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity of NSP3 projects or contract with small businesses that are owned and operated by persons residing in the vicinity of such project, including information on existing local ordinances that address these requirements?
Yes No Verification found on page: 9-20
- the procedures used to create preferences for the development of affordable rental housing developed with NSP3 funds?
Yes No Verification found on page: not applicable

Comments:

In partnership with a CHDO or other non-profit residential developer, the City of Moreno Valley will acquire, rehabilitate, rent, and manage multi-family residential units. The units will be restricted to income-eligible households earning up to 50%AMI (LH25).

F. Specific Activity Requirements

Does each activity narrative describe the general terms under which assistance will be provided, including:

If the activity provides financing,

- the range of interest rates (if any)

Yes No

Verification found on page: 21

If the activity provides housing,

- duration or term of assistance?

Yes No

Verification found on page: 21

- tenure of beneficiaries (e.g., rental or homeownership)?

Yes No

Verification found on page: 21

- does it ensure continued affordability?

Yes No

Verification found on page: 21

- does the applicant indicate which activities will count toward the statutory requirement that at least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50% of area median income?

Yes No

Verification found on page: 21

Comments:

Details that address this section are included in the narrative responses provided in Section E.

G. Low-Income Targeting

Has the grantee described how it will meet the statutory requirement that at least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50% of area median income?

Yes No

Verification found on page: 21

Has the grantee identified how the estimated amount of funds appropriated or otherwise made available will be used for housing individuals or families whose incomes do not exceed 50% of area median income?

Yes No

Verification found on page: 21
Amount budgeted: \$1,121,947.00

Comments:

H. Demolition or Conversion of Low- And Moderate-Income Units

Does grantee plan to demolish or convert any low- and moderate-income dwelling units?

Yes No

Verification found on page: 22

Does the substantial amendment include:

- The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income— reasonably expected to be demolished or converted as a direct result of NSP-assisted activities?

Yes No

Verification found on page: 22

- The number of NSP3 affordable housing units made available to low-, moderate-, and middle- income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP3 activity providing such housing (including a proposed time schedule for commencement and completion)?

Yes No

Verification found on page: 11

- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income?

Yes No

Verification found on page: 11

Comments:

I. Public Comment Period

Was the proposed action plan amendment published via the grantee jurisdiction's usual methods and on the Internet for no less than 15 calendar days of public comment?

Yes No

Verification found on page: 22

Is there a summary of citizen comments included in the final amendment?

Yes No

Verification found on page: 22

J. Website Publication

The following documents are available on the grantee's website:

- Proposed NSP3 Substantial Amendment Yes No



- Final NSP3 Substantial Amendment Yes No
- Subsequent NSP3 Amendments Yes No

Website URL: www.moval.org

K. SF424

Does the application contain the SF424 form?

Yes No

L. Certifications

(Note: Make sure grantee signs the correct certifications; non-entitlement local governments have to sign a different set of certifications)

Certifications for Entitlement Communities and States:

The following certifications are complete and accurate:

- | | | |
|---|---|-----------------------------|
| (1) Affirmatively Furthering Fair Housing | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (2) Anti-Displacement and Relocation Plan | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (3) Anti-Lobbying | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (4) Authority of Jurisdiction | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (5) Consistency with Plan | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (6) Acquisition and Relocation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (7) Section 3 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (8) Citizen Participation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (9) Following a Plan | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (10) Use of Funds | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (11) a. Use NSP Funds ≤ 120 of AMI | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| b. No Recovery of Capital Costs through Special Assessments | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (12) Excessive Force | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (13) Compliance with Anti-Discrimination Laws | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (14) Compliance with Lead-Based Paint Procedures | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (15) Compliance with Laws | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

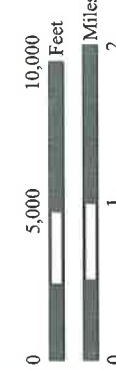
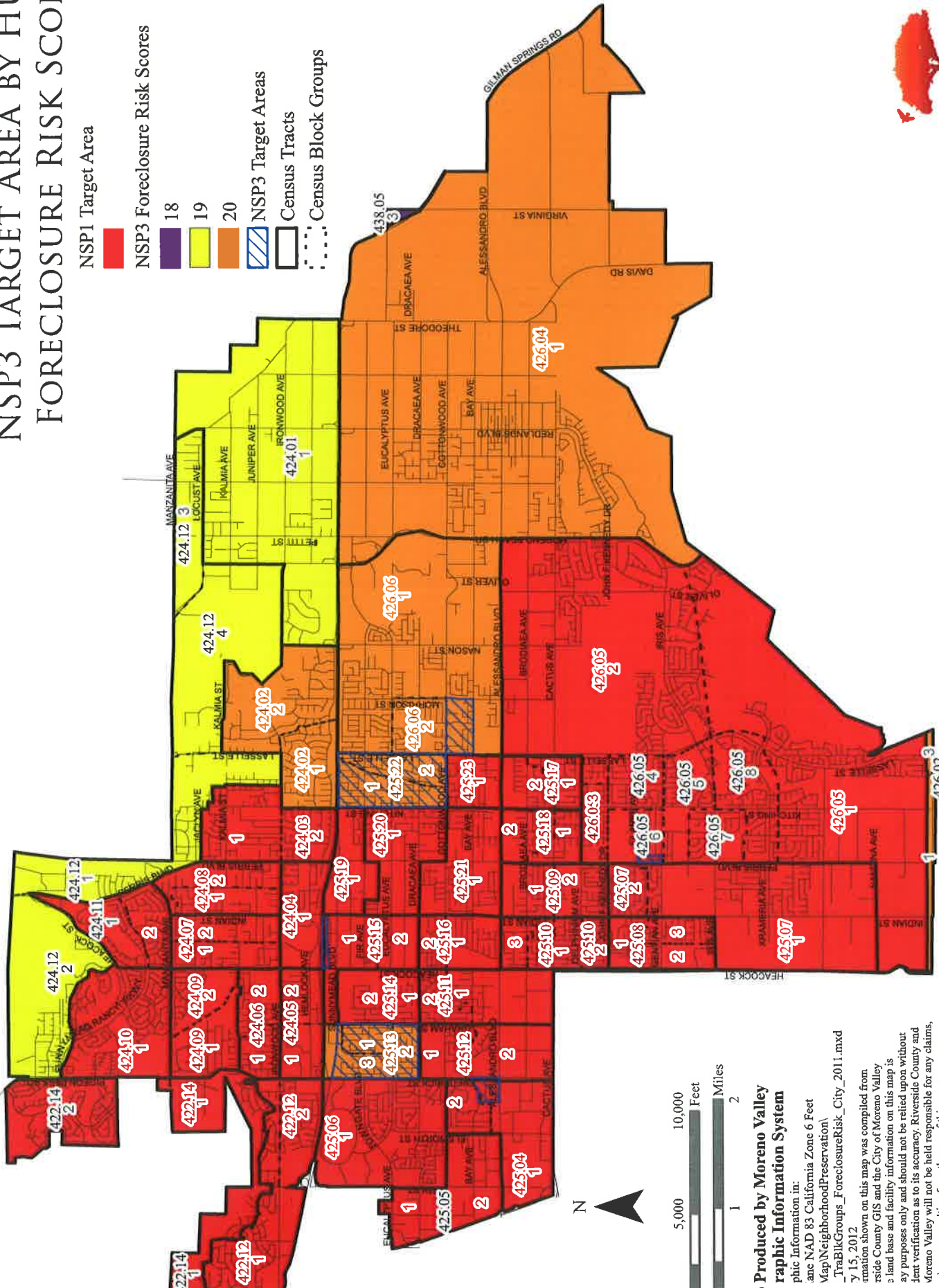
Certifications for Non-Entitlement Communities:

The following certifications are complete and accurate:

- | | | |
|---|------------------------------|-----------------------------|
| (1) Affirmatively Furthering Fair Housing | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (2) Anti-Displacement and Relocation Plan | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (3) Anti-Lobbying | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (4) Authority of Jurisdiction | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (5) Consistency with Plan | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (6) Acquisition and Relocation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (7) Section 3 | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (8) Citizen Participation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (9) Use of Funds | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

CITY OF MORENO VALLEY NSP3 TARGET AREA BY HUD FORECLOSURE RISK SCORE

- NSP1 Target Area
- NSP3 Foreclosure Risk Scores
 - 18
 - 19
 - 20
 - NSP3 Target Areas
 - Census Tracts
 - Census Block Groups

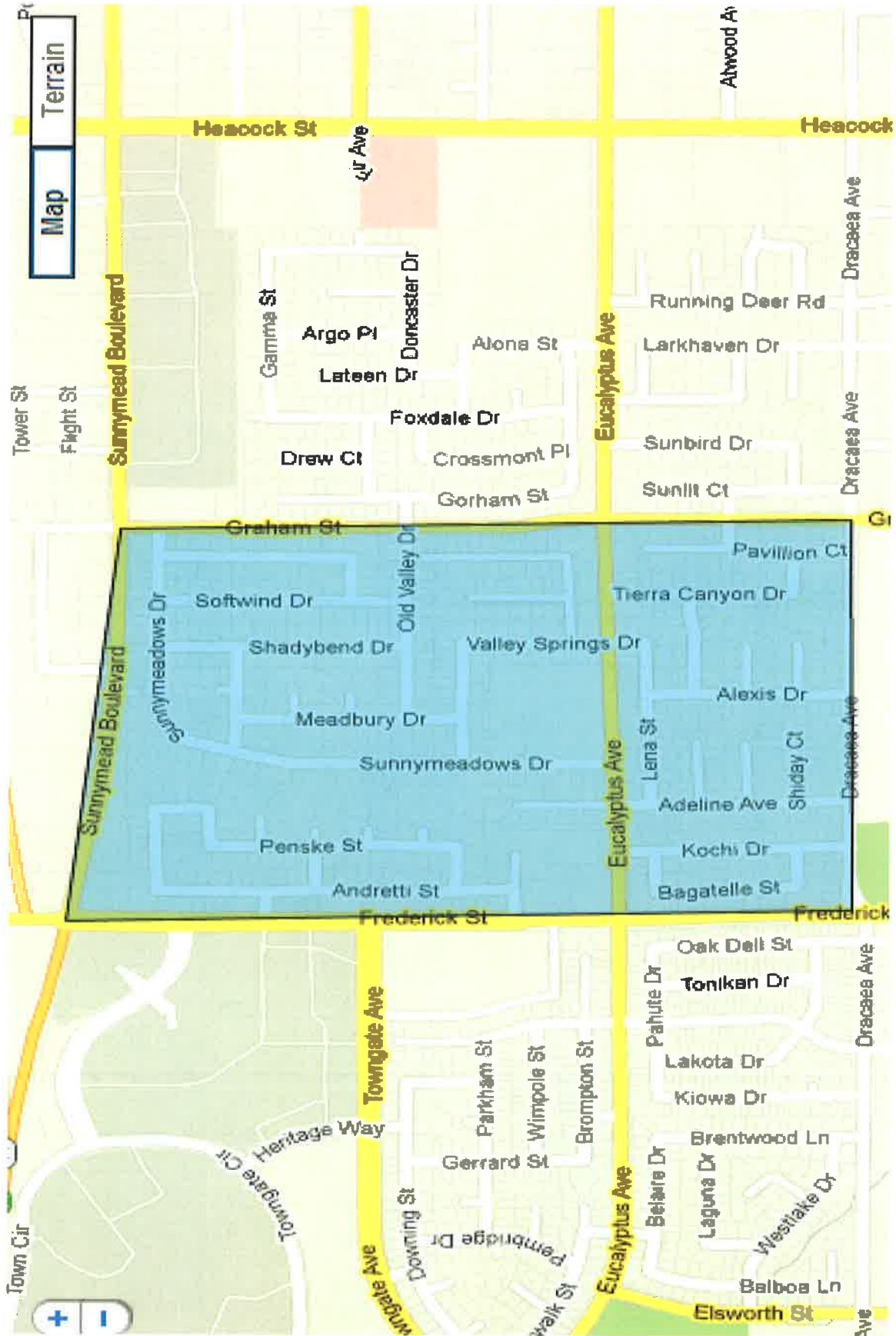


Map Produced by Moreno Valley Geographic Information System
 Information in:
 - NAD 83 California Zone 6 Feet
 - Map\NeighborhoodPreservation\TraBikGroups_ForeclosureRisk_City_2011.mxd
 - 7/15/2012
 Information shown on this map was compiled from Riverside County GIS and the City of Moreno Valley's land base and facility information on this map is for purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and Moreno Valley will not be held responsible for any claims, damages resulting from the use of this map.
 Information reflected on this map was provided by the U.S. Department of Housing and Urban Development. The City of Moreno Valley does not accept responsibility for the data.

Item No. E.1



Target Area 1- SFR
Sunnymead Blvd., Frederick St., Dracaea Ave., Graham St.



TARGET AREA 1

Neighborhood ID: 5852935

NSP3 Planning Data

Grantee ID: 0623670E

Grantee State: CA

Grantee Name: MORENO VALLEY

Grantee Address:

Grantee Email: shaniquaf@moval.org

Neighborhood Name: Missing Link- Sunnymead, Dracaea, Graham, Frederick

Date:2012-02-14 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20

State Minimum Threshold NSP3 Score: 17

Total Housing Units in Neighborhood: 831

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 56.46

Percent Persons Less than 80% AMI: 30.74

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 836

Residential Addresses Vacant 90 or more days (USPS, March 2010): 3

Residential Addresses NoStat (USPS, March 2010): 0

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 989

Percent of Housing Units with a high cost mortgage between 2004 and 2007: 32.8

Percent of Housing Units 90 or more days delinquent or in foreclosure: 23.6

Number of Foreclosure Starts in past year: 112

Number of Housing Units Real Estate Owned July 2009 to June 2010: 63

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 22

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3

Place (if place over 20,000) or county unemployment rate June 2005': 5.7

Place (if place over 20,000) or county unemployment rate June 2010': 16.1

'Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.
2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.
3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.
4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.
5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.261157 33.928121 -117.252488 33.928156 -117.252746 33.938945 -117.261457 33.939728

Blocks Comprising Target Neighborhood

060650425131000, 060650425131001, 060650425131003, 060650425131008, 060650425131007,
060650425131006, 060650425131005, 060650425131004, 060650425131002, 060650425132000,
060650425132002, 060650425132010, 060650425132009, 060650425132008, 060650425132007,
060650425132006, 060650425132005, 060650425132004, 060650425132003, 060650425132001,
060650425133003, 060650425133004, 060650425133002, 060650425133005,

Target Area 2- SFR AMENDED
Kitching St., Eucalyptus Ave., Cottonwood Ave., Lasselle St.



TARGET AREA 2

Neighborhood ID: 6851593

NSP3 Planning Data

Grantee ID: 0623670E

Grantee State: CA

Grantee Name: MORENO VALLEY

Grantee Address:

Grantee Email: shanikquaf@moval.org

Neighborhood Name: Kitching, Cottonwood, Eucalyptus, Lasselle

Date: 2012-02-14 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20

State Minimum Threshold NSP3 Score: 17

Total Housing Units in Neighborhood: 443

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 53.48

Percent Persons Less than 80% AMI: 28.77

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current or potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 461

Residential Addresses Vacant 90 or more days (USPS, March 2010): 7

Residential Addresses NoStat (USPS, March 2010): 2

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 591

Percent of Housing Units with a high cost mortgage between 2004 and 2007: 32.7

Percent of Housing Units 90 or more days delinquent or in foreclosure: 23.5

Number of Foreclosure Starts in past year: 67

Number of Housing Units Real Estate Owned July 2009 to June 2010: 38

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 13

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3

Place (if place over 20,000) or county unemployment rate June 2005: 5.7

Place (if place over 20,000) or county unemployment rate June 2010: 16.1

Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.
2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.
3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.
4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.
5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.217684 33.931788 -117.209015 33.931860 -117.208929 33.924631 -117.217770 33.924560

Blocks Comprising Target Neighborhood

060650425221016, 060650425221013, 060650425221012, 060650425221011, 060650425221010,
060650425221020, 060650425221019, 060650425221018, 060650425221017, 060650425222012,
060650425222011, 060650425222010, 060650425222009, 060650425222008, 060650425222007,
060650425222006, 060650425222013,

Target Area 3- SFR ADDED
Sunnymead Blvd., Lasselle St., Kitching St., Eucalyptus Ave.



Neighborhood ID: 4024810

TARGET AREA 3

NSP3 Planning Data

Grantee ID: 0623670E

Grantee State: CA

Grantee Name: MORENO VALLEY

Grantee Address:

Grantee Email: shaniquaf@moval.org

Neighborhood Name: Sunnymead, Lassalle, Eucalyptus and Kitching

Date:2012-02-14 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20

State Minimum Threshold NSP3 Score: 17

Total Housing Units in Neighborhood: 618

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 55.83

Percent Persons Less than 80% AMI: 31.22

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current or potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 644

Residential Addresses Vacant 90 or more days (USPS, March 2010): 11

Residential Addresses NoStat (USPS, March 2010): 2

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 824

Percent of Housing Units with a high cost mortgage between 2004 and 2007: 32.7

Percent of Housing Units 90 or more days delinquent or in foreclosure: 23.5

Number of Foreclosure Starts in past year: 93

Number of Housing Units Real Estate Owned July 2009 to June 2010: 53

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 19

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3

Place (if place over 20,000) or county unemployment rate June 2005: 5.7

Place (if place over 20,000) or county unemployment rate June 2010: 16.1

*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.
2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.
3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.
4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.
5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.217684 33.938838 -117.208886 33.939016 -117.208972 33.931788 -117.217984 33.931931

Blocks Comprising Target Neighborhood

060650425221000, 060650425221003, 060650425221004, 060650425221002, 060650425221001,
060650425221005, 060650425221007, 060650425221015, 060650425221014, 060650425221009,
060650425221008, 060650425221006, 060650425222000, 060650425222001, 060650425222003,
060650425222005, 060650425222004, 060650425222002,

Target Area 4- SFR ADDED
Cottonwood Ave., Morrison St., Bay Ave., Lasselle St.



Neighborhood ID: 9864593

TARGET AREA 4

NSP3 Planning Data

Grantee ID: 0623670E

Grantee State: CA

Grantee Name: MORENO VALLEY

Grantee Address:

Grantee Email: shaniquaf@moval.org

Neighborhood Name: Lasselle, Cottonwood, Bay, Morrison

Date:2012-02-13 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20

State Minimum Threshold NSP3 Score: 17

Total Housing Units in Neighborhood: 97

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 52.4

Percent Persons Less than 80% AMI: 35.4

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 190

Residential Addresses Vacant 90 or more days (USPS, March 2010): 3

Residential Addresses NoStat (USPS, March 2010): 11

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 184

Percent of Housing Units with a high cost mortgage between 2004 and 2007: 30

Percent of Housing Units 90 or more days delinquent or in foreclosure: 22

Number of Foreclosure Starts in past year: 20

Number of Housing Units Real Estate Owned July 2009 to June 2010: 11

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 4

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3

Place (if place over 20,000) or county unemployment rate June 2005: 5.7

Place (if place over 20,000) or county unemployment rate June 2010: 16.1

'Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.
2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.
3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.
4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.
5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.208886 33.924667 -117.208929 33.920892 -117.200260 33.920928 -117.199960 33.924631

Blocks Comprising Target Neighborhood

060650426061020, 060650426061019, 060650426061018, 060650426061017,

**Target Area 5- MFR ADDED
Perris Blvd., Filaree Ave., Sheila Ave., Gentian Ave.**



TARGET AREA 5

Neighborhood ID: 4018768

NSP3 Planning Data

Grantee ID: 0623670E

Grantee State: CA

Grantee Name: MORENO VALLEY

Grantee Address:

Grantee Email: shaniquaf@moval.org

Neighborhood Name: Sheila Neighborhood

Date:2012-02-13 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20

State Minimum Threshold NSP3 Score: 17

Total Housing Units in Neighborhood: 102

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 89.2

Percent Persons Less than 80% AMI: 74.2

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 173

Residential Addresses Vacant 90 or more days (USPS, March 2010): 6

Residential Addresses NoStat (USPS, March 2010): 4

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 191

Percent of Housing Units with a high cost mortgage between 2004 and 2007: 34.3

Percent of Housing Units 90 or more days delinquent or in foreclosure: 24.1

Number of Foreclosure Starts in past year: 22

Number of Housing Units Real Estate Owned July 2009 to June 2010: 13

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 4

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3

Place (if place over 20,000) or county unemployment rate June 2005: 5.7

Place (if place over 20,000) or county unemployment rate June 2010: 16.1

Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.
2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.
3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.
4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.
5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.226095 33.898650 -117.225258 33.898685 -117.225280 33.895640 -117.226160 33.895675

Blocks Comprising Target Neighborhood

060650426056004,

**Target Area 6- MFR ADDED
Frederick St., Alessandro Blvd., Bay St., Courage St.**



Neighborhood ID: 3451873

TARGET AREA 6

NSP3 Planning Data

Grantee ID: 0623670E

Grantee State: CA

Grantee Name: MORENO VALLEY

Grantee Address:

Grantee Email: shaniquaf@moval.org

Neighborhood Name: The Shoe

Date:2012-02-13 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20

State Minimum Threshold NSP3 Score: 17

Total Housing Units in Neighborhood: 384

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 91.6

Percent Persons Less than 80% AMI: 83.3

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 467

Residential Addresses Vacant 90 or more days (USPS, March 2010): 37

Residential Addresses NoStat (USPS, March 2010): 35

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 213

Percent of Housing Units with a high cost mortgage between 2004 and 2007: 37.7

Percent of Housing Units 90 or more days delinquent or in foreclosure: 26.1

Number of Foreclosure Starts in past year: 26

Number of Housing Units Real Estate Owned July 2009 to June 2010: 15

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 5

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3

Place (if place over 20,000) or county unemployment rate June 2005: 5.7

Place (if place over 20,000) or county unemployment rate June 2010: 16.1

Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.
2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.
3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.
4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.
5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

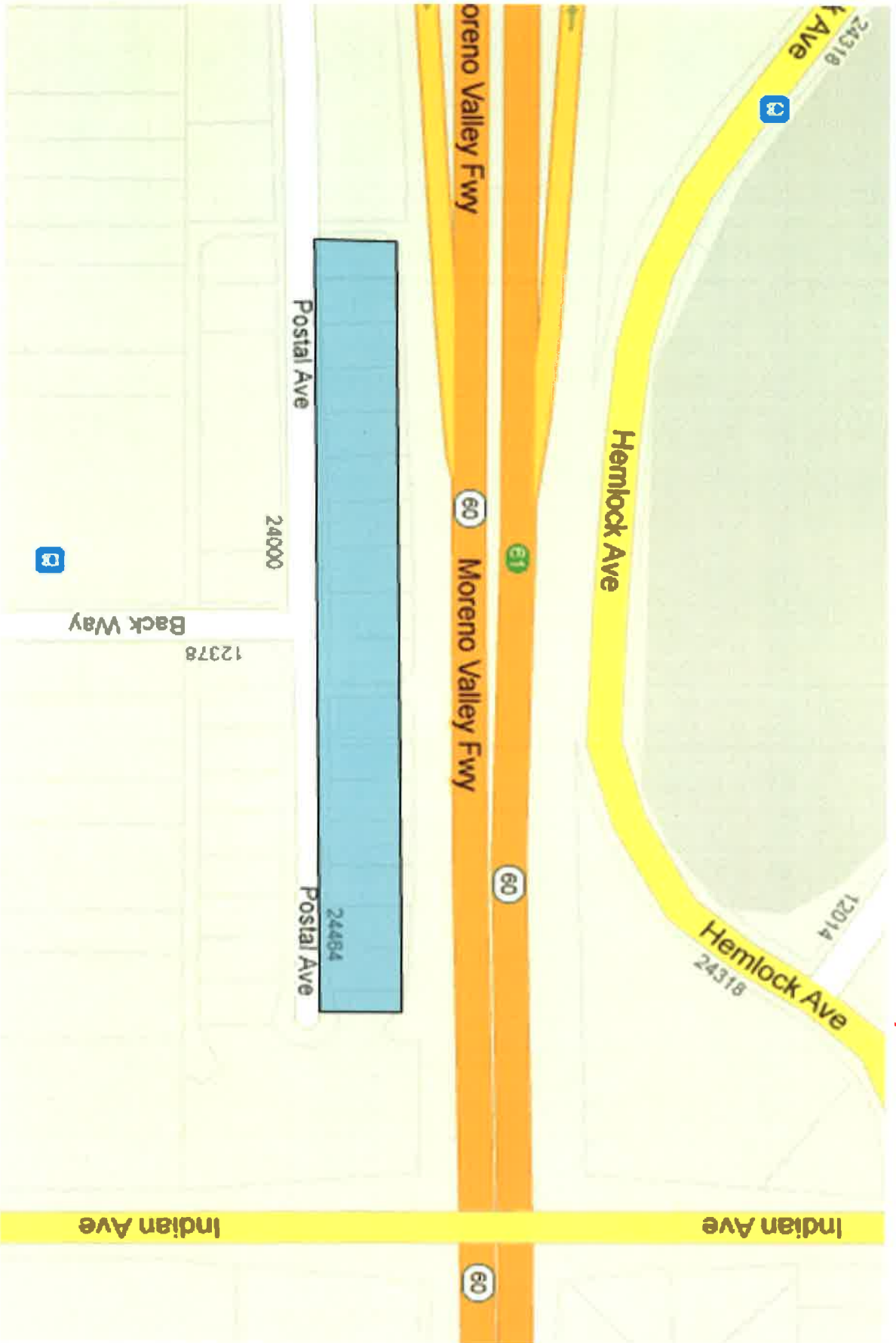
Latitude and Longitude of corner points

-117.265620 33.919841 -117.265663 33.917331 -117.261286 33.917366 -117.261307 33.920037

Blocks Comprising Target Neighborhood

060650425041000, 060650425041001,

**Target Area 7 - MFR ADDED
Postal Ave. (e/o Hemlock, w/o Indian)**



Neighborhood ID: 7133666

TARGET AREA 7

NSP3 Planning Data

Grantee ID: 0623670E

Grantee State: CA

Grantee Name: MORENO VALLEY

Grantee Address:

Grantee Email: shaniquaf@moval.org

Neighborhood Name: Postal- MFR

Date:2012-02-13 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20

State Minimum Threshold NSP3 Score: 17

Total Housing Units in Neighborhood: 76

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 93.9

Percent Persons Less than 80% AMI: 85.4

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current or potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 78

Residential Addresses Vacant 90 or more days (USPS, March 2010): 2

Residential Addresses NoStat (USPS, March 2010): 0

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 22

Percent of Housing Units with a high cost mortgage between 2004 and 2007: 39.9

Percent of Housing Units 90 or more days delinquent or in foreclosure: 24.1

Number of Foreclosure Starts in past year: 3

Number of Housing Units Real Estate Owned July 2009 to June 2010: 1

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 1

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3

Place (if place over 20,000) or county unemployment rate June 2005': 5.7

Place (if place over 20,000) or county unemployment rate June 2010': 16.1

'Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:








1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.
2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.
3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.
4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.
5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.239989 33.940752 -117.236148 33.940788 -117.236148 33.940476 -117.240000 33.940441

060650425151001,
Target Neighborhood

Item No. E.1

NSP 3- TARGET AREAS CENSUS TRACTS/BLOCK GROUPS				
Target Area/ Program Activity	Boundaries	Census Tract(s)	Block Group(s)	Map of Target Area
#1 SFR-ARR	Sunymead Blvd, Frederick Street, Dracaea Ave., and Graham St.	425.13	1-3	
#2 SFR-ARR	Kitching St., Eucalyptus Ave., Cottonwood Ave., and Lasselle St.	425.22	1-2	
#3 SFR-ARR	Sunymead Blvd., Lasselle St., Kitching St.,and Eucalyptus Ave.	425.22	1-2	
#4 SFR-ARR	Cottonwood Ave., Morrison St., Bay Ave., and Lasselle St.	426.06 425.22	1 1-2	
#5 MFR-ARR	Perris Blvd., Filaree Ave., Sheila Ave., and Gentian Ave.	426.05	6	
#6 MFR-ARR	Frederick St., Alessandro Blvd., Bay St., and Courage St.	425.04	1	
#7 MFR-ARR	Postal Avenue- east of Heacock St., west of Indian, south of 60 FWY	425.15	1	

CITY OF MORENO VALLEY NSP3 TARGET AREA BY HUD FORECLOSURE RISK SCORE - ORIGINAL

NSP1 Target Area



NSP3 Foreclosure Risk Scores

18

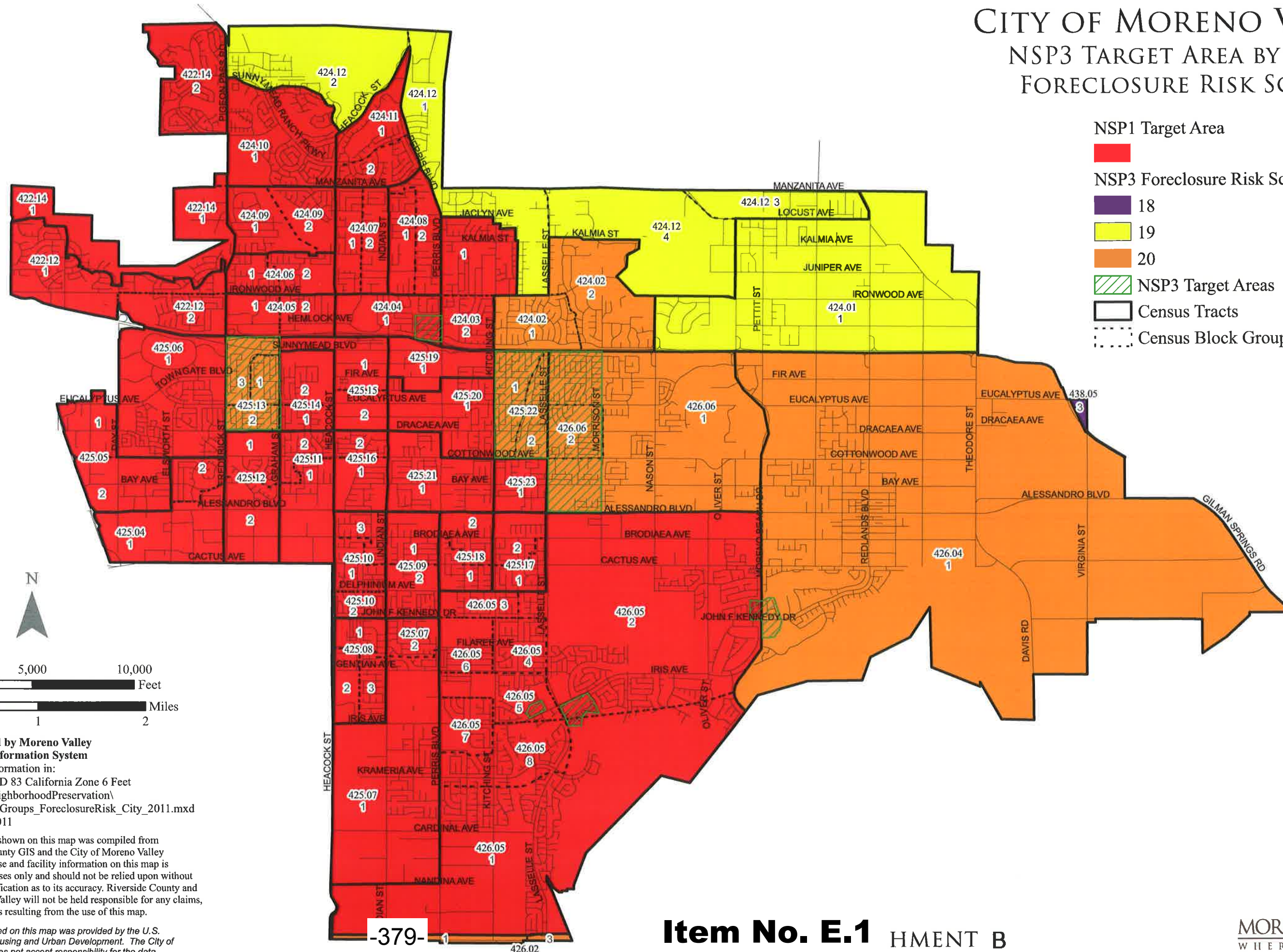
19

20

NSP3 Target Areas

Census Tracts

Census Block Groups



Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\NeighborhoodPreservation\
Census_TraBlkGroups_ForeclosureRisk_City_2011.mxd
February 15, 2011

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

* The data reflected on this map was provided by the U.S. Department of Housing and Urban Development. The City of Moreno Valley does not accept responsibility for the data.

Item No. E.1 HMENT B



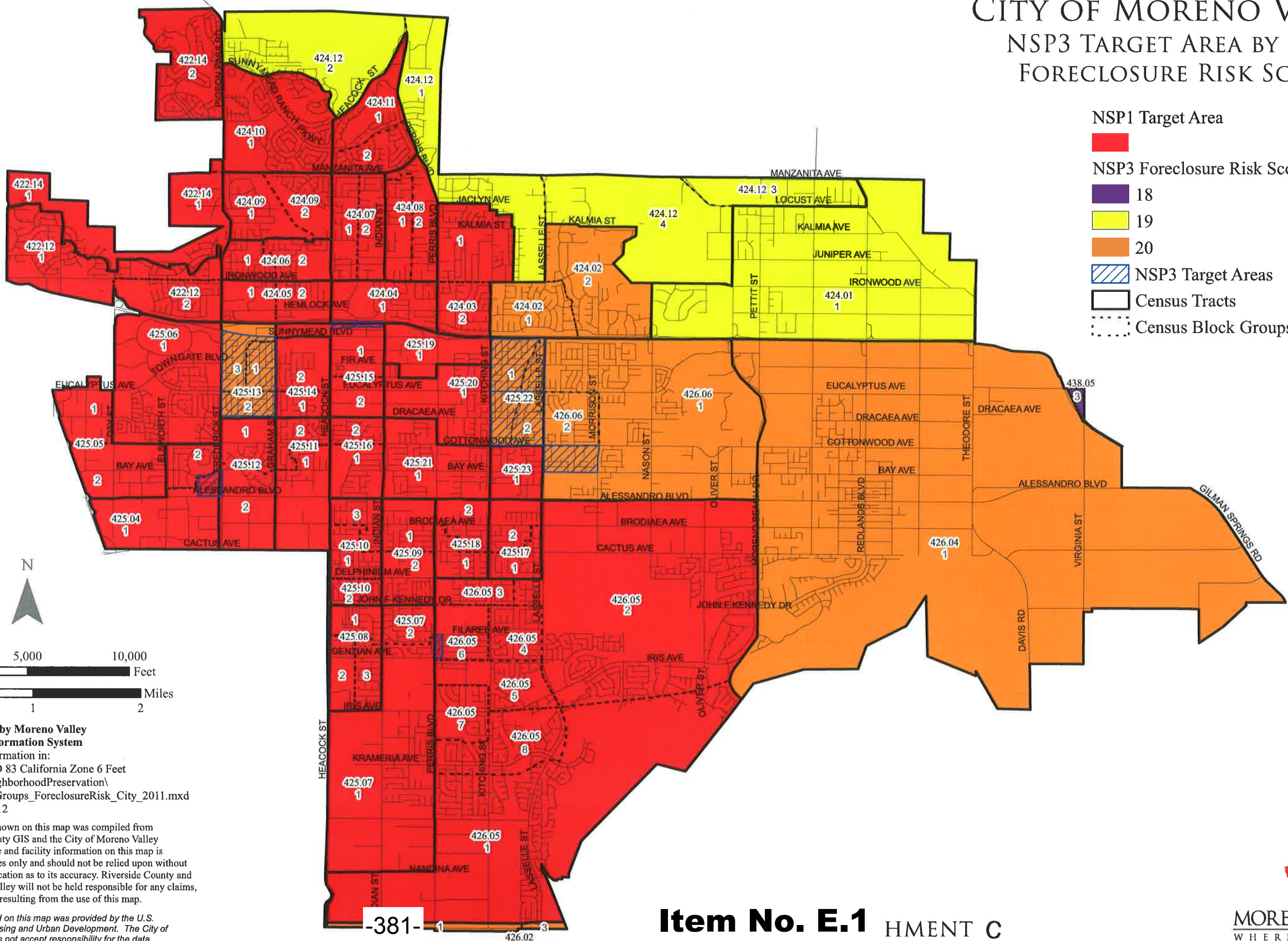
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CITY OF MORENO VALLEY NSP3 TARGET AREA BY HUD FORECLOSURE RISK SCORE - AMENDED

NSP1 Target Area



NSP3 Foreclosure Risk Scores



Map Produced by Moreno Valley
Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\NeighborhoodPreservation\
Census_TraBlkGroups_ForeclosureRisk_City_2011.mxd
February 15, 2012

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

* The data reflected on this map was provided by the U.S. Department of Housing and Urban Development. The City of Moreno Valley does not accept responsibility for the data.

Item No. E.1 HMENT C

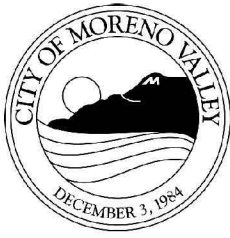


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CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

- a) Report by Council Member Jesse L. Molina
on the Riverside Transit Agency (RTA)**

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: **March 13, 2012 (Cont'd from 2/14/12)**

TITLE: APPOINTMENTS TO THE ARTS COMMISSION, THE LIBRARY COMMISSION, THE RECREATIONAL TRAILS BOARD AND THE ACCESSIBILITY APPEALS BOARD

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one member to the Arts Commission with a term expiring June 30, 2014; and
2. Appoint one member to the Library Commission with a term expiring June 30, 2012; and
3. Appoint one member to the Recreational Trails Board with a term expiring June 30, 2014; and
4. Appoint one member to the Accessibility Appeals Board as a Construction Representative with a term expiring June 30, 2014; or
5. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill a vacancy for the Arts Commission, the Library Commission and the Accessibility Appeals Board. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Arts Commission has one vacant position with a term expiring June 30, 2014. The City Clerk's Office received four applications for this position. Applications were submitted by Richard L. F. Archer, Sr., Arlen Henry Gaynor, Mary McBean and Peter Tran. The applications were reviewed by Council Member Hastings, the Council Representative to the Arts Commission, who recommended appointing Arlen Henry Gaynor.

The Library Commission has one vacant position with a term expiring June 30, 2012. The City Clerk's Office received two applications for this position. The applications were submitted by Mary McBean and Christin Walters.

The Recreational Trails Board has two vacant positions with terms expiring June 30, 2013 and a third term expiring June 30, 2014. The City Clerk's Office received one application for this position from Arlen Henry Gaynor.

The Accessibility Appeals Board has two vacant Construction Representative positions with terms expiring June 30, 2014. The City Clerk's Office received one application from Jeffrey M. Barnes.

Two applicants have applied for more than one Committee position. Mary McBean applied for the Arts Commission and for the Library Commission; and Arlen Henry Gaynor applied for the Arts Commission and for the Recreational Trails Board. Pursuant to Municipal Code Subsection 2.06.010(e), "Unless otherwise specifically provided by the action establishing the body or appointing its initial members, no person shall be at the same time a member of more than one citizens advisory body created by ordinance or resolution of the City Council." This section of the code is waived for members of the Accessibility Appeals Board.

ALTERNATIVES

The Arts Commission considers matters pertaining to the promoting arts activities and education in the City. The Library Commission considers matters pertaining to the administration, operation, development, improvement and maintenance of library services within the City. The Recreational Trails Board members provide input on matters pertaining to single-use and multi-use recreational trails including bicycle, jogging and equestrian trails within or affecting the City. The Accessibility Appeals Board conducts hearings on written appeals regarding Title 24 accessibility issues. Choosing not to fill vacancies on the above-mentioned commissions and boards would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicants

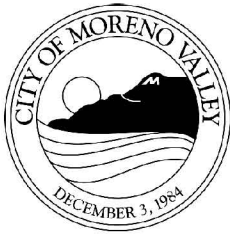
Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 13, 2012

TITLE: APPOINTMENT TO THE TRAFFIC SAFETY COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one member to the Traffic Safety Commission with a term expiring June 30, 2014; or
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill a vacancy for the Traffic Safety Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Traffic Safety Commission has one vacant position with a term expiring June 30, 2014. The City Clerk's Office received one application for this position. Application was submitted by James P. Kelly.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. James Kelly is planning to attend a Traffic Safety Commission meeting in March.

ALTERNATIVES

The Traffic Safety Commission considers matters pertaining to traffic safety within the City; evaluates proposals for traffic control devices; and evaluates the need for striping, signing or other measures not of a regulatory nature. Furthermore, the Commission educates the public on traffic issues and responds to public concerns regarding traffic and pedestrian safety. Choosing not to fill vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

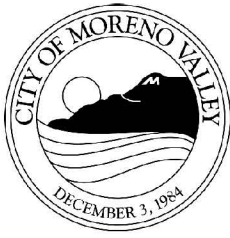
1. Publication of the agenda
2. Report and agenda mailed to applicant

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

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>SMB</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 13, 2012

TITLE: CONSIDERATION OF AN ORDINANCE EXTENDING THE EXPIRATION DATE OF CERTAIN DISCRETIONARY CITY PERMITS BY TWO YEARS

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 840, providing a two year extension in the expiration date of certain discretionary City permits with a valid entitlement as of January 1, 2011.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The current economy remains fragile, and while improving, development activity is not expected to reach pre-recession levels for some time. The City of Moreno Valley and the entire Inland Empire have been significantly impacted by the economic downturn and improvement is taking longer than in past economic recoveries.

Over the last few years, the State of California approved legislation extending the expiration dates for tentative tract and parcel maps. Most recently, in July 2011, AB208 approved an additional two years for tentative maps/parcel maps. Any tract map that benefited from the prior extensions of time would receive this most recent two year extension.

Considering the recent extensions of time granted for tract maps, staff is proposing a 2-year extension of time for discretionary applications (Conditional Use Permits, Plot

Plans, Variances). Extending the time to complete building plans will provide additional time for builders/developers to obtain financing to construct the project.

DISCUSSION

Since the downturn of the economy, the State of California has provided automatic extensions for tentative tract and parcel maps for a total of five years by the following legislation: SB1185 (one year), AB333 (two year), and AB208 (two year). In recognition of the economic challenges to development, the City Council approved extending the expiration date for other discretionary applications (Plot Plans, Variances, and Conditional Use Permits) by a total of two years. The City Council adopted Ordinance 791 on May 12, 2009, which provided a one year extension for discretionary applications. Subsequently, the City Council adopted Ordinance 803 on December 8, 2009, which provided for another one year extension for each discretionary application.

In consideration of the continued economic hardship being experienced by the development community, and in an effort to provide parity between the number of years of extensions given for discretionary applications with that of tentative maps, the proposed ordinance would provide a two year extension of time that will apply to all discretionary applications that were valid entitlements as of January 1, 2011. This date has been selected because it ensures that any discretionary application that received the prior extensions of time provided by Ordinances 791 and 803 would receive this additional two year extension of time.

The main purpose of the proposed extension of time would be to allow discretionary approvals to remain active to allow these approvals to move ahead when development conditions improve. An additional benefit is that for a limited number of projects (egs. Planned Unit Developments and condominium projects), there is a Conditional Use Permit or Plot Plan in addition to a tentative tract/parcel map. With the State approving the most recent two-year automatic extension for tentative tract/parcel maps, the related CUP or Plot Plan would expire sooner than the corresponding tentative tract/parcel map. The two-year automatic extension for discretionary permits would address this potential issue by matching the two year extension that was provided by the State for tentative tract/parcel maps.

ALTERNATIVES

1. Approve the proposed ordinance extending the time of a City approved discretionary application for twenty-four additional months. *Staff's recommended action.*

FISCAL IMPACT

Staff is not anticipating any significant fiscal impacts in extending the approval of these projects for an additional twenty-four months. Planning staff estimates that there are approximately 50 projects that will benefit from the extension. If an applicant were to file an application to request an extension, a fee would be collected to process the

application. The current fee for an extension of time is \$ 3,181.00. (Fiscal Year 2011-2012) It is difficult to estimate the number of applications for time extensions that may be filed given the current economy, but it is likely to be nominal. Finally, even though the application fee for extensions of time would be expected to cover the cost of staff time, work on these extensions of time is not the most efficient use of staff time as there is no assurance that such projects will be built. In this economic environment, limited staff resources are best focused on development projects and plan checks that are actively moving through the review process with anticipated construction plans.

CITY COUNCIL GOALS

Positive Environment. The proposed ordinance would create a positive environment for the development of Moreno Valley’s future.

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed Ordinance No. 840

Prepared By:
Chris Ormsby, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

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

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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

The City Council of the City of Moreno Valley does ordain as follows:

WHEREAS, the City Council of the City of Moreno Valley establishes a regulatory framework for controlling the development of land within the City; and

WEREAS, in order to develop land in the City, it generally requires a builder, developer and/or property owner to submit, and have approved by the City, an application for development which confers a vested right to proceed with development in substantial compliance with specified ordinances, policies, standards and conditions of approval; and

WHEREAS, the Municipal Code in Section 9.02.230 establishes a period of thirty-six months for approved discretionary actions, unless a valid building permit has been issued. Additional extensions of time may be allowed under the Municipal Code but require an application by the builder, developer, and/or property owner; and

WHEREAS, there is included with any approval of an application for development, a standard condition of approval whereby the builder, developer and/or property owner must obtain a valid permit/entitlement and commence substantial construction within 36 months of the City approving said application; and

WHEREAS, due to the deteriorated state of the economy, builders, developers, and or property owners are hesitant to move forward with new construction projects approved by the City; and

WHEREAS, the City Council has determined that the economy has not improved and finds that extending a discretionary project's expiration date by an additional twenty-four (24) months in which a builder, developer, and or property owner must pull a permit and commence construction would allow those discretionary permits or entitlements approved by the City to remain "active" in anticipation of the economic conditions of the State improving, and provide an incentive for development in the City to occur more rapidly than would otherwise occur, thereby stimulating the City's economy and benefiting the public.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby ordain as follows:

EXHIBIT A

Ordinance No. 840
Date Adopted: March 27, 2012

SECTION 1. EXTENSION OF TIME:

The expiration dates for any and all discretionary applications (Conditional Use Permits, Variances, and Plot Plans) with a valid entitlement as of January 1, 2011 are hereby extended for twenty-four (24) months from their original expiration dates. This would apply retroactively to any such approval having expired on or before the effective date of this ordinance provided that such approval was a valid entitlement that had not expired as of January 1, 2011. A valid entitlement means that the project has received approval by the decision-making body, and the approval has not expired as provided for in the Municipal Code.

SECTION 2. WAIVER OF FEES:

A builder, developer, and/or property owner receiving an extension of time by this ordinance shall not be required to pay the City a fee for such extension of time.

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 _____ day of _____, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 840
Date Adopted: March 27, 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. 840 had its first reading on March 13, 2012 and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

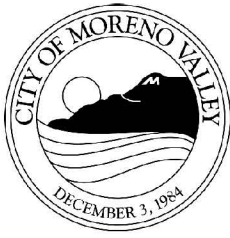
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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

Report to City Council

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

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

AGENDA DATE: March 13, 2012

TITLE: AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO SULLY-MILLER CONTRACTING COMPANY FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT, CACTUS AVENUE FROM LASSELLE STREET TO NASON STREET, AND NASON STREET FROM CACTUS AVENUE TO IRIS AVENUE
PROJECT NO. 12-12599520

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Waive any and all minor irregularities and award Base Bid Schedules A through E and Additive Alternate Bid Schedules "A" through "E," "G" through "I-B" and "K" to Sully-Miller Contracting Company, 135 South State College Boulevard, Suite 400, Brea, California, 92821, the lowest responsible bidder, for the Cactus Avenue/Nason Street Improvement Project.
2. Authorize the City Manager to execute a contract with Sully-Miller Contracting Company 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 the issuance of a Purchase Order to Sully-Miller Contracting Company for the amount of \$20,983,751.86 (\$19,076,138.05 for the Base Bid plus awarded Additive Alternate amounts, plus 10% contingency) when the contract has been signed by all parties.

5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Sully-Miller Contracting Company, up to but not to exceed the Purchase Order's total contingency amount of \$1,907,613.81, subject to the approval of the City Attorney.
6. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Sully-Miller Contracting Company, if no claims are filed against the project.
7. Authorize the City Manager to appropriate the amount of \$913,845 for MVU street light improvements from the unencumbered fund balance from Fund 602 (2007 Taxable Lease Revenue Bonds) to Account No. 602.XXXXX.
8. Authorize the City Manager to execute a Reimbursement Agreement with Eastern Municipal Water District (EMWD) for the approximate amount of \$3,032,000, subject to approval of the City Attorney.
9. Authorize the City Manager to appropriate the agreed upon amount (approximately \$3,032,000) for the EMWD improvements to Account No. 414.XXXXX when the Reimbursement Agreement with EMWD is executed.
10. Authorize the City Manager to execute a Cooperative Agreement with Riverside County Flood Control and Water Conservation District (the Flood Control District), subject to approval of the City Attorney.
11. Authorize the City Manager to appropriate the agreed upon amount (approximately \$565,000) for the Flood Control District's contribution to Line J-9 to Account No. 414.XXXXX when the Cooperative Agreement with the Flood Control District is executed.
12. Authorize the City Manager to execute any subsequent amendments to the Reimbursement Agreement with EMWD and/or to the Cooperative Agreement with the Flood Control District, subject to the approval of the City Attorney.

BACKGROUND

On February 23, 1999, the City Council certified an Environmental Impact Report and a Statement of Overriding Findings which was approved in conjunction with the adoption of the Aquabella Specific Plan (SP 218) (previously Moreno Valley Field Station Specific Plan). The current proposed Cactus Avenue and Nason Street improvements were described and included as part of the approved Aquabella Specific Plan.

On November 22, 2005, the City Council approved an Addendum to the previously certified EIR for the Aquabella Specific Plan.

On December 13, 2005, the City Council, adopted an Ordinance for the Development Agreement and approved the Aquabella Specific Plan Amendment.

After reviewing the Cactus Avenue/Nason Street Improvement Project in detail, it was determined that the project is within the scope of the previously certified Environmental Impact Report. In addition, it was determined that none of the conditions that call for a Subsequent Environmental Impact Report have occurred. The project will comply with applicable mitigation measures included in the Mitigation Monitoring and Reporting Program that was approved with the Environmental Impact Report.

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to accelerate the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On May 24, 2011, the City Council approved Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District and the City which establishes \$6 million in funding to build Master Planned Storm Drain Lines I and J.

On May 24, 2011, the City Council authorized the Public Works Director/City Engineer to execute the Program Supplement Agreement with the California Department of Transportation (Caltrans) for the Cactus Avenue Improvements project. This agreement established the policies and procedures for Caltrans reimbursement of \$1 million funding for the State-Local Partnership Program (SLPP) Grant program. The SLPP stipulated the award deadline for this construction contract as March 20, 2012.

On June 14, 2011, the City Council approved the Fiscal Year 2011/2012 CIP budget for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On July 12, 2011, the City Council approved the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. and issued a Purchase Order in the amount of \$999,200.

On October 11, 2011, the City Council approved an early construction completion financial incentive in the amount of up to \$100,000 to be included in the construction bidding documents as an incentive for the successful lowest responsible bidder to complete the project up to two months ahead of the stipulated contract completion date.

On December 13, 2011, the City Council authorized the issuance of a Purchase Order to Southern California Edison for the relocation of its utilities, in the amount of \$936,000.

DISCUSSION

The project consists of street improvements on Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue. The adjacent property owner and developer, Moreno Valley Properties/Highland Fairview, coordinated the preparation of the design plans for the street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). Because these street segments are considered strategic to the City's Economic Development Plan, the City took a proactive approach in assisting with the completion of the Plans, Specifications, and Estimate (PS&E). The City coordinated the bidding and will be managing the construction of the project. In general, the proposed improvements include:

- Curb, gutter, street pavement reconstruction and street widening, and sidewalk installation
- Water, sewer, recycled water, and Master Planned Storm Drain Improvements
- Traffic signal work
- A bridge along Nason Street over flood control channel Line F, and construction of flood control channel Line F
- Undergrounding of Southern California Edison's facilities

To maximize the available funding, this project was bid utilizing Base Bid Schedules A through E and Additive Alternate Bid Schedules A through K. The base bid schedules provide for the following improvements:

- A) Cactus Avenue roadway widening from Lasselle Street to Nason Street and the upgrade of two traffic signals
- B) Nason Street roadway widening and extension from Cactus Avenue to Iris Avenue and a new traffic signal at the Nason Street and Iris Avenue intersection
- C) Nason Street bridge over channel Line "F"
- D) Master Planned Storm Drain Lines "I" and "J" along Cactus Avenue and Nason Street
- E) Infrastructure for Southern California Edison undergrounding of overhead facilities along Cactus Avenue

The Additive Alternate Bid Schedules provide for the following improvements:

- "A") Master Planned Storm Drain Line "J-9" along Cactus Avenue
- "B") Nason Street street lighting
- "C") Nason Street LED street light fixtures
- "D") Cactus Avenue street lighting
- "E") Nason Street sanitary sewer improvements
- "F") Traffic signal interconnect along Cactus Avenue and Nason Street
- "G") Nason Street domestic waterline improvements
- "H") Cactus Avenue domestic waterline improvements
- "I-A") Nason Street recycled water improvements
- "I-B") Cactus Avenue recycled water improvements

- “J”) Master Planned Storm Drain Line “F”
- “K”) Interim storm drain Line “F” improvements

Eastern Municipal Water District (EMWD) has agreed to fund approximately \$3.032 million for the construction (based on actual hard and soft costs) of their sanitary sewer, domestic water, and recycled water facilities. EMWD will be drafting and providing a Reimbursement Agreement for the City’s approval.

Riverside County Flood Control and Water Conservation District (the Flood Control District) has agreed to contribute approximately \$565,000 toward the Master Planned Storm Drain Line J-9 along Cactus Avenue, plus absorb an estimated \$140,000 of their staff time to cover the project engineering and inspection during construction. Additionally, the Flood Control District and City are using \$6 million in Redevelopment funding per a Cooperative Agreement for the development of Master Planned Drainage Facilities. The Flood Control District will be providing a Cooperative Agreement associated with all of the Master Planned Storm Drain Facilities (Line I, J, and J-9) that are part of this project, for the City’s approval.

The installation of street lights along Cactus Avenue and Nason Street and the LED light fixtures at Nason Street are additive bid items. To fund new energy efficient street lighting, Moreno Valley Utilities (MVU) has identified approximately \$913,845 of unexpended 2007 Taxable Lease Revenue Bond (TLRB) monies that can be appropriated to fund the proposed street light construction. MVU will eventually own and maintain these street lights.

Based on available budget and funding participation by EMWD, the Flood Control District, and MVU, City staff is recommending contract award of all Base Bid Schedules A through E and Additive Alternate Bid Schedules “A,” “B,” “C,” “D,” “E,” “G,” “H,” “I-A,” “I-B,” and “K.”

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:00 a. m. on February 15, 2012, for the subject project. Seven (7) bids were received as follows:

<u>CONTRACTORS</u>	<u>Base Bid A-E and Additive Alternates “A”-“K” Total Bid Amounts</u>
1. Sully-Miller Contracting Company, Brea	\$22,390,410.85
2. Riverside Construction Company, Inc., Riverside.....	\$22,572,625.50
3. USS Cal Builders, Stanton	\$22,673,840.36
4. KEC Engineering, Corona	\$23,237,140.92
5. Sukut Construction, Inc., Santa Ana.....	\$23,260,560.00
6. C. A. Rasmussen, Inc., Valencia	\$24,391,442.35
7. Hillcrest Contracting, Corona.....	\$26,303,625.65
Engineer’s Estimate	\$23,156,843.00

The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid and Additive Alternate Bid items, as stipulated in the bidding documents. Staff has reviewed the bid by Sully-Miller Contracting Company and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. There was a minor irregularity identified in the calculation for Sully-Miller Contracting Company which did not change the bid order. No outstanding issues were identified through review of the references submitted by Sully-Miller Contracting Company in their bid.

Since additional work is added through the award of Additive Alternate Bid Schedules "A," "B," "C," "D," "E," "G," "H," "I-A," "I-B," and "K" over and above the Base Bid work to the subject construction contract, the level of effort necessary for the various consultant services during the construction phase of the project will also correspondingly increase. Therefore, at a future City Council meeting date, staff will request amendments to the various existing consultant agreements that were executed originally based on available funding that would only support the Base Bid work.

The City must also secure a Right of Entry (ROE) from Moreno Valley Properties/Highland Fairview, a property owner/developer adjacent to the project. This ROE is necessary in order for the City's Contractor to utilize fill dirt from the designated "borrow site" located at the adjacent property, as well as temporary access rights to construct the improvements along both the Cactus Avenue and Nason Street corridors. The property owner has indicated that they will provide an executed ROE once they receive an executed Hold Harmless Agreement from the City that releases Moreno Valley Properties/Highland Fairview of any and all claims against any deficiencies in the Cactus Avenue/Nason Street PS&E that were prepared by the design consultants under direct contract with Moreno Valley Properties/Highland Fairview. City staff with assistance from the City Attorney's office are currently working with Highland Fairview to bring this matter to a resolution prior to start of construction.

The Cactus Avenue/Nason Street construction contract must be awarded to the lowest responsible bidder by March 20, 2012 in accordance with the SLPP stipulated contract award deadline or the City will lose the \$1,000,000 SLPP Grant. In June 2011, the California Transportation Commission approved a one time 9-month award deadline.

ALTERNATIVES

1. Waive any and all minor irregularities and award Base Bid Schedules A through E and Additive Alternate Bid Schedules "A" through "E," "G" through "I-B" and "K" to Sully-Miller Contracting Company, 135 South State College Boulevard, Suite 400, Brea, California, 92821, the lowest responsible bidder, for the Cactus Avenue/Nason Street Improvement Project, authorize the City Manager to execute a contract with Sully-Miller Contracting Company in the form attached hereto, acting as the Successor Agency authorize the City Manager to access agency funds, subject to Oversight Board approval, authorize the issuance of a Purchase Order to Sully-Miller Contracting Company for the amount of

\$20,983,751.86 (\$19,076,138.05 for the Base Bid plus awarded Additive Alternate amounts, plus 10% 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 Sully-Miller Contracting Company, up to but not to exceed the Purchase Order's total contingency amount of \$1,907,613.81, subject to the approval of the City Attorney, 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 Sully-Miller Contracting Company, if no claims are filed against the project, authorize the City Manager to appropriate the amount of \$913,845 for MVU street light improvements from the unencumbered fund balance from Fund 602 (2007 Taxable Lease Revenue Bonds) to Account No. 602.XXXXX, authorize the City Manager to execute a Reimbursement Agreement with Eastern Municipal Water District (EMWD) for the approximate amount of \$3,032,000, subject to approval of the City Attorney, authorize the City Manager to appropriate the agreed upon amount (approximately \$3,032,000) for the EMWD improvements to Account No. 414.XXXXX when the Reimbursement Agreement with EMWD is executed, authorize the City Manager to execute a Cooperative Agreement with Riverside County Flood Control and Water Conservation District (the Flood Control District), subject to approval of the City Attorney, authorize the City Manager to appropriate the agreed upon amount (approximately \$565,000) for the Flood Control District's contribution to Line J-9 to Account No. 414.XXXXX when the Cooperative Agreement with the Flood Control District is executed, and authorize the City Manager to execute any subsequent amendments to the Reimbursement Agreement with EMWD and/or to the Cooperative Agreement with the Flood Control District, subject to the approval of the City Attorney. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not waive any and all minor irregularities and award Base Bid Schedules A through E and Additive Alternate Bid Schedules "A" through "D," "G" through "I-B" and "K" to Sully-Miller Contracting Company, 135 South State College Boulevard, Suite 400, Brea, California, 92821, the lowest responsible bidder, for the Cactus Avenue/Nason Street Improvement Project, do not authorize the City Manager to execute a contract with Sully-Miller Contracting Company in the form attached hereto, acting as the Successor Agency do not authorize the City Manager to access agency funds, subject to Oversight Board approval, do not authorize the issuance of a Purchase Order to Sully-Miller Contracting Company for the amount of \$20,983,751.86 (\$19,076,138.05 for the Base Bid plus awarded Additive Alternate amounts, plus 10% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Sully-Miller Contracting Company, up to but not to exceed the Purchase Order's total contingency amount of \$1,907,613.81, subject to the approval of the City Attorney, do not 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 Sully-Miler Contracting Company, if no claims are filed against the project, do not authorize the City Manager to appropriate the amount of \$913,845 for MVU street light improvements from the unencumbered fund balance from Fund 602 (2007 Taxable Lease Revenue Bonds) to Account No. 602.XXXXX, do not authorize the City Manager to execute a Reimbursement Agreement with Eastern Municipal Water District (EMWD) for the approximate amount of \$3,032,000, subject to approval of the City Attorney, do not authorize the City Manager to appropriate the agreed upon amount (approximately \$3,032,000) for the EMWD improvements to Account No. 414.XXXXX when the Reimbursement Agreement with EMWD is executed, do not authorize the City Manager to execute a Cooperative Agreement with Riverside County Flood Control and Water Conservation District (the Flood Control District), subject to approval of the City Attorney, do not authorize the City Manager to appropriate the agreed upon amount (approximately \$565,000) for the Flood Control District's contribution to Line J-9 to Account No. 414.XXXXX when the Cooperative Agreement with the Flood Control District is executed, and do not authorize the City Manager to execute any subsequent amendments to the Reimbursement Agreement with EMWD and/or to the Cooperative Agreement with the Flood Control District, subject to the approval of the City Attorney. *This alternative will delay the project.*

FISCAL IMPACT

The funding sources for this project are as follows:

- Measure "A" Fund 125 (\$3.1M)
- SLPP Grant monies Fund 125 (\$1M)
- General Fund 412 (\$1.3M)
- Borrowed DIF Corporate Yard and Library Fund 412 (\$6.5M)
- DIF Arterial Streets Fund 416 (\$2.5M)
- DIF Traffic Signals Fund 417 (\$0.27M)
- Tax Sharing Agreement with Riverside County Flood Control and Water Conservation District Fund 792 (\$6M)

The aforementioned total funding in the amount of \$20,672,000 has been budgeted in the current Fiscal Year 2011/2012 Capital Improvements Plan. Additional funding includes:

- EMWD has agreed to fund the approximate amount of \$3,032,000 for Sewer, Water and Recycled Water facilities
- The Flood Control District has agreed to fund the approximate amount of \$565,000 for the Master Planned Storm Drain Line J-9
- Moreno Valley Utilities will fund \$914,000 for street lights

Therefore the total available project funding is \$25,183,000.

TOTAL FUNDS FOR DESIGN AND CONSTRUCTION:

Fiscal Year 2011/2012 Cactus/Nason Improvements Budget

Measure A (Account No. 125.99520).....	\$3,100,000
SLPP Grant (Account No. 125.99521).....	\$1,000,000
General Fund (Account No. 412.99532).....	\$1,000,000
General Fund (Account No. 412.99523).....	\$300,000
Corporate Yard DIF (Account No. 412.99522).....	\$2,500,000
Library DIF (Account No. 412.99531).....	\$4,000,000
Arterial Street DIF (Account No. 416.99533).....	\$2,500,000
Traffic Signal DIF (Account No. 417.99535).....	\$272,000
Reserve Account for Riverside County Flood Control and Water Conservation District (Account No. 792.79223).....	\$6,000,000
EMWD Funding (Account No. 414.new).....	\$3,032,000
RCFC&WCD Funding (Account No. 414.new).....	\$565,000
MVU Funding (Account No. 602.new).....	\$914,000
Total Budget.....	\$25,183,000

ESTIMATED PROJECT COSTS:

Consultant Construction Management and Inspection Costs.....	\$1,110,000
City's Plan Check, Project Management, and Project Administration*.....	\$818,000
Construction Phase Technical Services (Geotechnical, Survey, etc.).....	\$525,000
Construction Phase Design Support Services (other design consultants).....	\$410,000
Maximum Early Completion Financial Incentive.....	\$100,000
Southern California Edison Hard Costs (includes contingency).....	\$936,000
MSHCP Fee (includes contingency).....	\$180,000
Construction Contract Costs (includes contingency).....	\$20,984,000
Other Costs (Soft Cost Contingency, reproduction and signal equipment).....	\$120,000
Total Estimated Project Costs.....	\$25,183,000

* Public Works and in-house consultant staff will provide Project Administration.

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	April 2012
Anticipated Completion of Construction.....	June 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consist of the ultimate width street improvements on Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue. Based on available budget, City staff is recommending contract award to Sully-Miller Contracting Company of all Base Bid Schedules A through E and Additive Alternate Bid Schedules "A" through "E," "G" through "I-B" and "K."

ATTACHMENTS

Attachment "A" – Location Map
 Attachment "B" – Agreement, Project No. 12-12599520 with Sully-Miller Contracting Company

Prepared By:
 Viren A. Shah, P.E.
 Consultant Project Manager

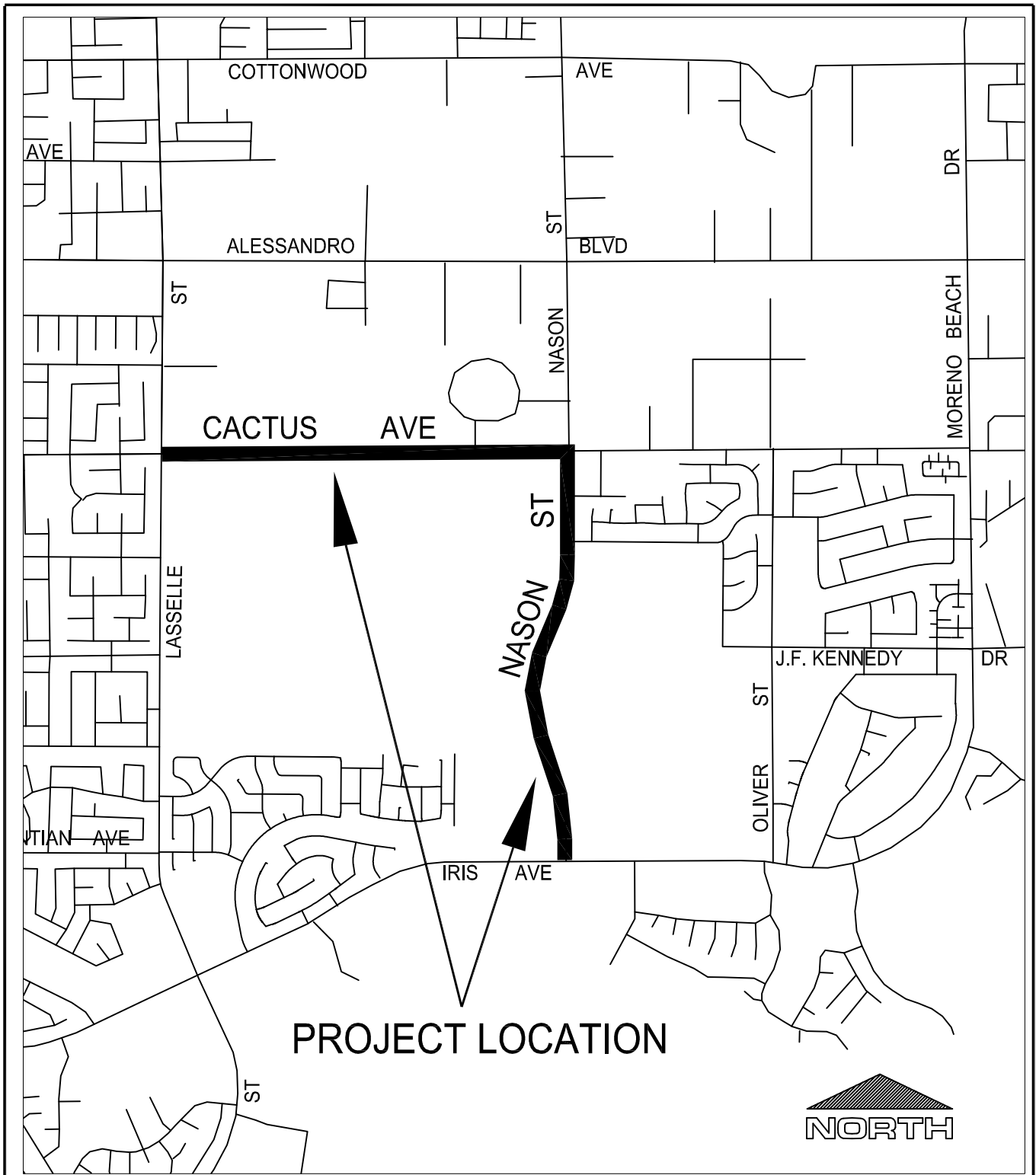
Department Head Approval
 Barry Foster
 Community and Economic Development
 Director

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

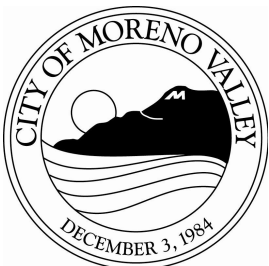
Department Head Approval:
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

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

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PROJECT LOCATION



CAPITAL IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

STREET IMPROVEMENTS
CACTUS AVENUE AND NASON STREET

LOCATION MAP

ATTACHMENT "A"

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Agreement No. _____

AGREEMENT

PROJECT NO. 12-12599520

CACTUS AVENUE / NASON STREET IMPROVEMENT PROJECT
Cactus Avenue (from Lasselle Street to Nason Street)
Nason Street (from Cactus Avenue to Iris Avenue)

THIS Agreement, effective as of the date signed by the City of Moreno Valley, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Sully-Miller Contracting Company**, 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, 2, and 3** inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions, draft Storm Water Pollution Prevention Plan
- 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
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. Other Agency Standard Plans
 - Riverside County Flood Control and Water Conservation District (RCFC & WCD)
 - Standard Plans for Public Works Construction (SPPCW/APWA)
 - County of Riverside
- L. The bound Bidding Documents
- M. Contractor's Labor and Materials Payment Bond
- N. Contractor's Faithful Performance Bond
- O. Contractor's Certificates of Insurance and Additional Insured Endorsements
- P. 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.

Attachment "B"

STANDARD FORM OF AGREEMENT

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were provided to the Contractor on CD for informational purposes:

- A. Geotechnical Reports
- B. Autocad files with existing and design topographies

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is **Nineteen Million Seventy Six Thousand One Hundred Thirty Eight and 05/100 Dollars (\$19,076,138.05)** ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are: "**A**" through "**E**," "**G**" through "**I-B**" and "**K**". 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 and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **two hundred twenty (220) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials 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 staging and Traffic Control Plans

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- 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 under Environmental Mitigations.
- Establish facilities for Agency personnel in fully working order

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND BONUS FOR EARLY COMPLETION.

6.1. Liquidated Damages. The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$2,500.00 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. **Bonus for Early Completion.** If the Contractor completes the Work prior to the date established in this Agreement (as such may be extended in accordance with the Contract Documents), then the Contractor will be entitled to an early completion bonus equal to **\$2,500.00 for each Working Day** that the Work is completed prior to the date established in this Agreement, up to a **maximum of \$100,000.00.**

6.3. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison, Highland Fairview, and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such

additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison, Highland Fairview, and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison, Highland Fairview, and Moreno Valley Properties, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and

- (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. Commercial General Liability. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground

(x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a

certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison, Highland Fairview, and Moreno Valley Properties, 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 Indemnatee, 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 Indemnatee'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

Sully-Miller Contracting Company

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

BOND NO. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)**

PROJECT NO. 12-12599520

**CACTUS AVENUE / NASON STREET IMPROVEMENT PROJECT
Cactus Avenue (from Lasselle Street to Nason Street)
Nason Street (from Cactus Avenue to Iris Avenue)**

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 **Sully-Miller Contracting Company**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Project No. 12-12599520**, 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)

FAITHFUL PERFORMANCE BOND

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.

FAITHFUL PERFORMANCE BOND

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NO. 12-12599520

**CACTUS AVENUE / NASON STREET IMPROVEMENT PROJECT
Cactus Avenue (from Lasselle Street to Nason Street)
Nason Street (from Cactus Avenue to Iris Avenue)**

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 **Sully-Miller Contracting Company**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager and identified as **Project No. 12-12599520**, 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)

PAYMENT BOND

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 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.
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PAYMENT BOND

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.

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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

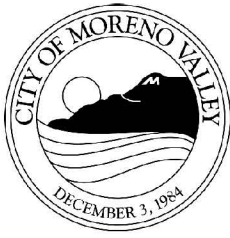
- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
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- Other _____

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- Securely attach this document to the signed document.

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

Report to City Council

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

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

AGENDA DATE: March 13, 2012

TITLE: FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR DESIGN SUPPORT DURING CONSTRUCTION WITH RBF CONSULTING, FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT, CACTUS AVENUE FROM LASSELLE STREET TO NASON STREET, AND NASON STREET FROM CACTUS AVENUE TO IRIS AVENUE PROJECT NO. 12-12599520

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the First Amendment to Agreement for Professional Consultant Services for design support during construction in the amount of \$94,264 with RBF Consulting, 14725 Alton Parkway, Irvine, CA 92618, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue.
2. Authorize the City Manager to execute said First Amendment to Agreement for Professional Consultant Services with RBF Consulting 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 a Change Order to increase the Purchase Order with RBF Consulting in the amount of \$94,264 when the First Amendment has been signed by all parties (Account No. 12-12599520).

5. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the contract with RBF Consulting within the authorized total Purchase Order amount, subject to the approval of the City Attorney.

BACKGROUND

The project construction includes street improvements on Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue. In general, the proposed improvements include curb, gutter, street pavement reconstruction and widening, sidewalk, water, sewer, reclaimed water and master planned storm drain improvements, traffic signal work, a bridge along Nason Street over flood control channel Line F, construction of flood control channel Line F, and undergrounding of Southern California Edison's facilities.

The design for this project was provided by seven professional consultant firms working for Highland Fairview, which were responsible for providing biddable plans and specifications to the City to manage the construction phase. Because RBF Consulting was the civil engineering firm and "Engineer of Record" for the applicable plans and specifications and has an exclusive knowledge of the design for this project, the City retained RBF to answer design related questions and provide design support services during the bidding/advertising phase of this project. The City had requested and reviewed RBF Consulting's proposal and qualifications, the scope and costs were negotiated, and the resulting contract was executed by the City Manager on November 21, 2011 for the amount of \$40,652.

The project construction bids were opened on February 15, 2012, and the construction contract award is scheduled for City Council consideration on March 13, 2012.

DISCUSSION

This First Amendment to Agreement for Professional Consultant Services with RBF Consulting, in the contract amount of \$94,264, is to provide design support services during construction. When added to the \$40,652 previously approved for design support services during bidding/advertising, the total contract amount is \$134,916. The project construction bids were opened on February 15, 2012. Construction is anticipated to start in April 2012. The design "Engineer of Record" will be needed throughout the construction phase to answer design related questions, provide design changes, and the as-built drawings when the project is complete. The expiration date for this contract is extended from June 30, 2013 to December 31, 2014.

ALTERNATIVES

1. Approve the First Amendment to Agreement for Professional Consultant Services for design support during construction in the amount of \$94,264 with RBF Consulting, 14725 Alton Parkway, Irvine, CA 92618, for the Cactus

Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue, authorize the City Manager to execute said First Amendment to Agreement for Professional Consultant Services with RBF Consulting in the form attached hereto, acting as the Successor Agency authorize the City Manager to access agency funds subject to Oversight Board approval, authorize a Change Order to increase the Purchase Order with RBF Consulting in the amount of \$94,264 when the First Amendment has been signed by all parties (Account No. 12-12599520), and authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the contract with RBF Consulting within the authorized total Purchase Order amount, subject to the approval of the City Attorney. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve the First Amendment to Agreement for Professional Consultant Services for design support during construction in the amount of \$94,264 with RBF Consulting, 14725 Alton Parkway, Irvine, CA 92618, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue, do not authorize the City Manager to execute said First Amendment to Agreement for Professional Consultant Services with RBF Consulting in the form attached hereto, acting as the Successor Agency do not authorize the City Manager to access agency funds subject to Oversight Board approval, do not authorize a Change Order to increase the Purchase Order with RBF Consulting in the amount of \$94,264 when the First Amendment has been signed by all parties (Account No. 12-12599520), and do not authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the contract with RBF Consulting within the authorized total Purchase Order amount, subject to the approval of the City Attorney. *This alternative will delay the project.*

FISCAL IMPACT

The funding sources for this project are: Tax Sharing Agreement with Riverside County Flood Control and Water Conservation District Fund 792 (\$6M), borrowed DIF Library and Corporate Yard Fund 412 (\$6.5M), DIF Arterial Streets Fund 416 (\$2.5M), General Fund 412 (\$1.3M), DIF Traffic Signals Fund 417 (\$0.27M), Measure "A" Fund 125 (\$3.1M), and SLPP Grant monies Fund 125 (\$1M). The aforementioned total funding in the amount of \$20,672,000 has been budgeted in the current Fiscal Year 2011/2012 Capital Improvements Plan. Furthermore, EMWD has agreed to fund \$3,032,000 for Sewer, Water and Recycled Water facilities; the District has agreed to fund \$565,000 for the master planned storm drain Line J-9, and Moreno Valley Utilities will fund \$914,000 for street lights. Therefore the total available project funding is \$25,183,000.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

Fiscal Year 2011/2012 Cactus/Nason Improvements Budget	
Measure A (Account No. 125.99520).....	\$3,100,000
SLPP Grant (Account No. 125.99521).....	\$1,000,000
General Fund (Account No. 412.99532).....	\$1,000,000
General Fund (Account No. 412.99523).....	\$300,000
Corporate Yard DIF (Account No. 412.99522).....	\$2,500,000
Library DIF (Account No. 412.99531).....	\$4,000,000
Arterial Street DIF (Account No. 416.99533).....	\$2,500,000
Traffic Signal DIF (Account No. 417.99535).....	\$272,000
Reserve Account for Riverside County Flood Control and Water Conservation District (Account No. 792.79223).....	\$6,000,000
EMWD Funding (Account No. 414.new).....	\$3,032,000
RCFC&WCD Funding (Account No. 414.new).....	\$565,000
MVU Funding (Account No. 602.new).....	\$914,000
Total Budget.....	\$25,183,000

ESTIMATED PROJECT COSTS:

Consultant Construction Management and Inspection Costs.....	\$1,110,000
City's Plan Check, Project Management, and Project Administration*	\$818,000
Construction Phase Technical Services (Geotechnical, Survey, etc.).....	\$524,000
Construction Phase Design Support Services (other design consultants).....	\$316,000
Design Support for Construction Phase by RBF.....	\$94,000
Maximum Early Completion Financial Incentive.....	\$100,000
Southern California Edison Hard Costs (includes contingency)	\$936,000
MSHCP Fee (includes contingency).....	\$181,000
Construction Contract Costs (includes contingency).....	\$20,984,000
Other Costs (Soft Cost Contingency, reproduction and signal equipment)	\$120,000
Total Estimated Project Costs	\$25,183,000

* Public Works and in-house consultant staff will provide Project Administration.

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	April 2012
Anticipated Completion of Construction	June 2013

CITY COUNCIL GOALSPUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consist of the ultimate width street improvements on Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue. Staff is requesting that City Council approve the First Amendment to Agreement with RBF Consulting for Professional Consultant Services to provide design support during construction of this important project to the City.

ATTACHMENTS

- Attachment "A" – Location Map
- Attachment "B" – First Amendment to Agreement for Professional Consultant Services, Project, No. 12-12599520 with RBF Consulting

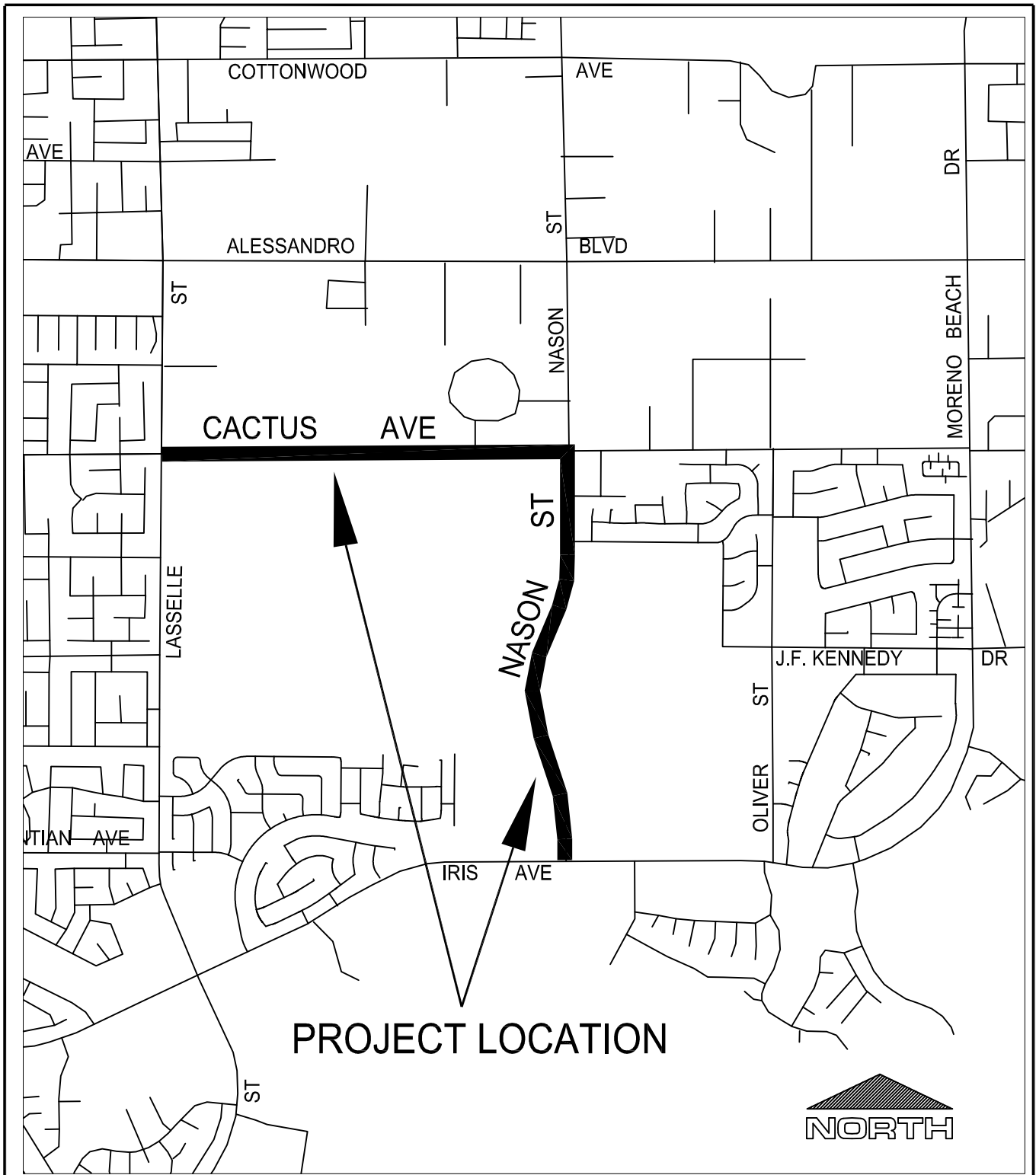
Prepared By:
 Viren A. Shah, P.E.
 Consultant Project Manager

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

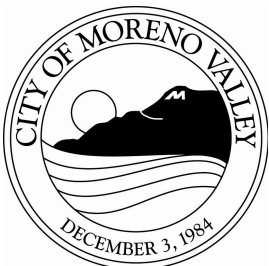
Department Head Approval:
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

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

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PROJECT LOCATION



CAPITAL IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

STREET IMPROVEMENTS
CACTUS AVENUE AND NASON STREET

LOCATION MAP

ATTACHMENT "A"

This page intentionally left blank.

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 12-12599520**

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and RBF Consulting, a California corporation hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated November 21, 2011.

Whereas, the Consultant is providing consultant construction design support services for **Cactus Avenue/Nason Street Improvement Project**.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated **August 30, 2011**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from **June 30, 2013** to **December 31, 2014**, unless the termination date is further extended by an Amendment to the Agreement.

Attachment "B"

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 12-12599520**

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A -- First Amendment," entitled "Proposal for Professional Consultant Construction Support Services."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit B -- First Amendment," entitled "Resource Matrix."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$94,264, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in "Exhibit A -- First Amendment."

1.5 The total "Not to Exceed" fee for this contract is \$134,916 (\$40,652 for the original Agreement plus \$94,264 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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

City of Moreno Valley

RBF Consulting

BY: _____

City Manager

Date

BY: _____

TITLE: _____

(President or Vice President)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

BY: _____

TITLE: _____

(Corporate Secretary)

Date

Attachments: "Exhibit A – First Amendment"
"Exhibit B – First Amendment"

W:\CapProj\CapProj\PROJECTS\Wiren - 11-12599520 - Highland Fairview Cactus and Nason\Construction\Consultant\Bidding & Construction Support - multiple\Civil Engineering - RBF\Agreement\2-22-12 1st Amendment - RBF (rev. Feb 09).DOC



August 30, 2011

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: Proposal for Professional Consultant Construction Support Services for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue)

Dear Mr. Shah:

RBF Consulting (RBF) is pleased to submit this fee proposal to the City of Moreno Valley to provide engineering support services for the construction of the Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and Along Nason Street between Cactus Avenue and Iris Avenue. This proposal is based upon the letter sent to RBF on August 17, 2011, which outlines the proposed scope of work and items to be included in the attached proposal.

By using the RBF Team, the City will realize the following benefits:

- A multi-disciplinary firm with extensive in-house expertise allowing for quick reactions to changing demands and facilitation of internal team coordination, leading to timely and cost effective project delivery.
- The same team of engineers that has worked on the project throughout the design phase and preparation of the construction documents will provide the engineering support services. The team members include:
 - Principal in Charge – Jeffrey T. Okamoto, P.E.
 - Project Manager – Craig Hause, P.E.
 - Project Engineer Street Improvements – Scott Gilbert, P.E.
 - Project Engineer Storm Drain Improvements – Rebecca Kinney, P.E.

The following proposal details how the RBF Team will deliver on these commitments and meet the City's goals. This proposal is signed by an individual authorized to bind RBF and is valid for a period of ninety (90) days. Please contact me directly at (949) 855-5798 to discuss any aspect of this proposal.

Sincerely,



Jeffrey T. Okamoto, P.E.
Vice President

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618 949-472-3505 Fax 949-472-8373
Offices located throughout California, Arizona & Nevada www.RBF.com

RBF certifies the following statements:

1. The Request for Proposal shall be incorporated in its entirety as a part of RBF's Proposal.
2. 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.
3. 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."
4. 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.
5. 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.
6. A rate schedule has been submitted with this Proposal in the Appendix, 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.
7. 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.
8. 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.
9. 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.
10. RBF will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin
11. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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).

TABLE OF CONTENTS

Cover Letter

Required Statements

Section A: Project Understanding

Section B: Approach and Management Plan

Section C: Qualifications and Experience

Section D: Staffing Plan

Section E: Work Plan and Schedule

Section F: Quality Control and Assurance

Appendix

- *Resumes*
- *Billing Rates*
- *Project Schedule*
- *Resource Matrix*
- *Required Forms*
 - Disclosure of Lobbying Activities" (Form LLL)
 - Complete Proposer's List of Subconsultants (DBE and Non-DBE) - Parts I and II



SECTION A

PROJECT UNDERSTANDING



Section A | Project Understanding

The City of Moreno Valley is seeking professional construction support services for Cactus Avenue between Lasselle Street and Nason Street and Along Nason Street between Cactus Avenue and Iris Avenue. The same team of engineers that has worked on the project throughout the design phase and preparation of construction documents will provide engineering support services.

Project Understanding

In addition to RBF, various other firms were involved in the final design phase of this project including PSOMAS, Urban Crossroads and Arcon Structural Engineers, Inc. RBF will provide engineering support services for plans prepared by RBF which include the following items:

BID SCHEDULE A – CACTUS AVENUE:

Removal of existing pavement, and installation of full-width improvements for Cactus Ave from Lasselle Street to Morrison Channel, a length of approximately 0.5 mile, and half width street improvements to the south side only from Morrison Channel to Nason Street. Improvements include a curb to curb width of 64 feet with a 6-foot wide sidewalk on the north side. Cactus south half width improvements include an overlay of the existing pavement on the north side.

BID SCHEDULE B – NASON STREET:

Installation of full width street improvements for Nason Street from Iris Avenue to Cactus Street, a total length of approximately 1 mile. Improvements include curb width of 82 ft with a 14 ft raised median, and a 6 ft wide sidewalk on the east side.

BID SCHEDULE D: DRAINAGE IMPROVEMENTS (PORTION LINE "F" CHANNEL)

Installation of reinforced concrete lined Line "F" Channel immediately upstream and downstream of proposed Line "J" confluence, stabilization of existing channel at each end of the Line "F" Channel Improvements.

In addition to the roadway widening and other improvements outlined above, the City anticipates completing the following roadway improvements as Additive Bid Alternates:

ADDITIVE BID ALTERNATIVE A – MASTER PLANNED STORM DRAIN LINE J-9:

This portion of the project involves the installation of the master planned storm drain line J-9 in Cactus Avenue from Line J at Morrison Channel, west approximately 2,500 lf. The RCP sizes and approximate lengths range from 66 inch (2,200 lf) to 24 inch (300 lf).

ADDITIVE BID ALTERNATIVE E - NASON STREET SANITARY SEWER IMPROVEMENTS:

This portion of the project involves the installation of 24 inch and 21 inch VCP sewer line from the Nason Street bridge approximately 2,775 lf north along the alignment and within Nason street, as shown on the Nason Street Sewer Improvement plans.

ADDITIVE BID ALTERNATIVE F – TRAFFIC SIGNAL INTERCONNECT (FOR CACTUS AND NASON) AS SHOWN ON STREET IMPROVEMENT PLANS:

This portion of the project involves the installation of the traffic signal interconnect system along Cactus Avenue from Lasselle Street to Nason Street, a distance of approximately 1.0 mile, and along Nason

Street from Iris Avenue to Cactus Avenue a distance of 1.0 mile. The portion of the traffic signal interconnects within Nason from Delphinium to Cactus, and the entire portion within Iris will require directional boring under existing improvements.

ADDITIVE BID ALTERNATIVE G – NASON STREET DOMESTIC WATER IMPROVEMENTS:

This portion of the project involves installation of approximately 1 mile of 24" Domestic Water Line from Iris Avenue to Delphinium Avenue. Pipe material varies and includes segments of PVC C-900 and CML&C sections. Installation includes air-vacs, blow-offs, fire hydrants, valves, tees, crosses, and restrained/welded joints

ADDITIVE BID ALTERNATIVE H – CACTUS AVENUE SANITARY SEWER IMPROVEMENTS:

This portion of the project involves installation of approximately 1,000 LF' of 21" and 1000 LF of 12" vitrified clay pipe (VCP) between Lasselle Avenue and Morrison Channel.

ADDITIVE BID ALTERNATIVE I – CACTUS AVENUE DOMESTIC WATER IMPROVEMENTS:

This portion of the project involves installation of approximately 2,500 LF of 24" Domestic Water Line from Iris Avenue to Delphinium Avenue. Pipe material is PVC C-900 Installation includes but is not limited to air-vacs, blow-offs, fire hydrants, valves, tees, crosses, and restrained joints.

ADDITIVE BID ALTERNATIVE J – CACTUS AVENUE AND NASON STREET RECYCLED WATER IMPROVEMENTS:

This portion of the project involves installation of approximately 2 miles of 12" recycled water main beginning at Lasselle Street, and running in Cactus Avenue to Nason Street, then down Nason Street to Iris Avenue. Pipe material is PVC C-900 Installation includes but is not limited to air-vacs, blow-offs, fire hydrants, valves, tees, crosses, and restrained joints.



SECTION B

SECTION B APPROACH AND MANAGEMENT PLAN



Section B | Approach and Management Plan

The RBF Team's approach to providing Engineering Construction Services is to utilize the same team of engineers that has worked on the project throughout the design phase and preparation of the construction documents to provide the engineering support services during construction.

Project Management

Our Project Management Team, lead by Jeffrey Okamoto, and backed up by Craig Hause will be supported by a seasoned workforce of project management and engineering professionals. This team is founded by a proactive approach, built on knowledge and experience in roadway expansion, including wet underground infrastructure for residential communities and municipalities throughout Southern California.

Our entire focus, effort and expertise will encompass the successful management and coordination of this quality driven, time sensitive, budget critical, Capital and State funded project that has been developed by Highland Fairview under the watchful and critical eye of the City of Moreno Valley.

Engineering Construction Support Services

The RBF Project Team understands that these roadway improvement projects generally consist of the ultimate width street improvements along select portions of Cactus Avenue and Nason Street in the City of Moreno Valley, California. The designated Consultant Project Manager will work under the general direction of the City Program Manager and shall be responsible for assuring compliance with the City of Moreno Valley's processes and procedures, "Greenbook" Standard Specifications for Public Works Construction and the California Public Contract Code. Our Project Team is exceptionally well positioned for these tasks as RBF is the Design Engineer for the project and will provide the following services in accordance with the scope of work provided in the subject RFP.

Engineering Construction Support Services shall include, but not be limited to:

1. Assist City's Project Team as requested and necessary during Bidding and Construction Phases of the project.
2. Coordinate with project stakeholders, other project design firms, utility companies, and agencies as necessary.
3. Attend pre-bid, pre-construction, and construction progress meetings if required.
4. Provide responses to bidders' questions.
5. Prepare and assist in issuing addenda if required.
6. Answer questions regarding the Technical Provisions, the design drawings, or conflicts in the design during bidding and construction phases of the project.
7. Assign a Lead and a back up Lead along with support team members for the project on a Standby/On-call basis with a four hour turn around conclusive response to the City's request for assistance. Assigned Lead is the person most familiar with the project PS&E/Report – prepared

- by your firm for the project. Assigned Lead is to be available during the entire duration of the project.
8. 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 (CCO) required, due to omissions or conflicts in the design, at no additional charge to the City.
 9. Incorporate all red-line comments prepared by the Contractor and project inspector, and prepare final ink on Mylar "as-built" record plans. The as-built record drawings shall be provided to the City and approved prior to the release of the final progress payment.
 10. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings.

RBF has the experience and the understanding of exactly what it will take to construct the City of Moreno Valley's Street Improvements for the select portion of Cactus Avenue and Nason Street, as well as the proficiency in performing the Scope of Work required by the City. The RBF Project Management Team will provide professional engineering support services outlined in the RFP and respond to the needs of the City of Moreno Valley in the management of this project. Below is an outline for engineering support services for this project:

Preconstruction Phase Activities

ASSIST PROJECT TEAM DURING THE BIDDING PHASE OF THE PROJECT

RBF will assist the project team as request and necessary during the bidding process to answer questions that arise as during the bidding process.

COORDINATE WITH PROJECT STAKEHOLDERS

RBF will coordinate with project stakeholders, other project design firms, utility companies and agencies as requested and necessary during the Bidding Phase of the project.

ATTENDANCE AT MEETINGS

RBF will attend meetings with the City of Moreno Valley, Caltrans and public meetings as required, as well as meetings on site with the contractor.

RESPONSE TO BIDDERS' QUESTIONS

RBF will provide response to bidder questions during the preconstruction Phase of the project.

SUBMITTALS

Shop Drawings: RBF will review shop and work drawings submitted by the Contractor for compliance with the project specifications and plans. The review shall be prompt and normally shall not exceed two weeks. Prepare a list of expected submittals and compare it to Contractor's list of submittals. Log and track all shop drawing submittals. All correspondence will be through the City.

Reports, Certifications and Tests: Review vendor and lab reports, certifications or material test and inspections, and correlate such reports with the intentions of the Plans and Specifications. Log and track all reviews. Identify any problems.

Construction Phase Activities

RFI's

RBF will answer RFI's regarding the technical provision, the design drawings and resolve conflicted in the design during the construction phase of the project. When request RBF will provide interpretations, options and possible solutions to field issues and coordinate additional services required.

CONSTRUCTION MEETINGS

RBF understands the importance of meetings as they allow a venue to discuss all issues and brainstorm on ideas which ultimately lead to the completion of a successful project. It is imperative that during the preconstruction meeting all pertinent parties are present to discuss all concerns regarding the project.

Weekly progress meetings are recommended to continue the lines of communication with the contractor, the City, utility companies, and any other stakeholders, such as Riverside County Flood Control and Water Conservation District. Our staff proactively meets with the contractor to discuss upcoming field operations in order to apprise them of what we expect and what we will be look for and to discuss the applicable specification so that there are no surprises during an operation. Separate field meetings with other stakeholders to discuss their concerns may be necessary to keep a project moving forward. Prior to a contractor demobilizing on a project, we invite all stakeholders, including permitting agencies, to walk the project with us to make sure any of their concerns have been addressed. Constant communication with all parties leads to successful, on-time completion of projects.

REVISIONS TO PLANS

As approvals are required for various field design modifications RBF will revise and coordinate the revisions of the plans through the appropriate agencies.

REVIEW CONTRACT CHANGE ORDER

RBF will assist District with Change Orders as needed. (Assume 20 hours project management time) Assistance shall include preparation of change order drawings and specifications, providing opinions as to whether change orders are warranted, and assistance with cost estimates.

Post - Construction Phase Activities

AS-BUILT DRAWINGS

RBF will incorporate all red-line comments prepared by the contractor and project inspector and prepare final ink on Mylar "as-built" record drawings shall be provided to the City and approved prior to the release of the final progress payment.

GASB 34 DOCUMENTATION

RBF will prepare and submit GASB 34 documentation in the City's format along with the as-built drawings.



SECTION C QUALIFICATIONS AND EXPERIENCE

SECTION C



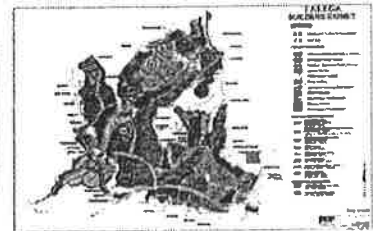
Section C | Qualifications and Experience

Representative projects are presented on the following pages, highlighting the RBF Team's extensive experience. These projects demonstrate our ability to complete projects similar in magnitude and design requirements on schedule, in an efficient cost effective manner. Each Representative Project includes client references. Each of the projects presented on the following pages contain many of the same professional services that will be part of the City's current project.

Talega, (San Clemente, CA)

RBF provided professional engineering, planning and surveying services, including the preparation of master developer plans for Santa Margarita Water District (SMWD) infrastructure facilities, grading plans for building pads, improvement plans for streets and storm drains, and tentative and final tract maps for the Talega project located within the City of San Clemente and unincorporated County of Orange. This 3,510-acre master-planned community includes 4,090 dwelling units, a Fred Couples designed 18-hole golf course, industrial / commercial business parks, and is adjacent to a 1,180-acre open space reserve. RBF's work efforts also included amendments to the Specific Plan and Feature Plan; processing and approval of over 20 tentative tract maps; preparation of a fire response model; planning assistance to the Regional Circulation Financing and Phasing Program as well as the Run Off Management Plan Report; Visual Analysis package for the City of San Clemente and the County of Orange; and preparation of the RDEB Residential Development Evaluation Board package (for City allocation of dwelling units). Development of the proposed project has required resolution of several sensitive issues addressing hillside development and grading; growth management, especially with the City of San Clemente; infrastructure phasing; water availability, supply and storage; regional traffic circulation; storm water quality and environmental issues.

CLIENT CONTACT INFORMATION:
Talega Associates, LLC
951 Calle Negocio, Suite D
San Clemente, CA 92673
Mr. Jim Yates, 949/498-1366



Highland Fairview Corporate Park (Moreno Valley, CA)

RBF provided the civil design for the Highland Fairview Corporate Park, which was built in Rancho Belago, a community within Moreno Valley. The building, near Interstate 215 and State Route 60 in Riverside County, was designed to U.S. Green Building requirements

incorporating buffers and setbacks utilizing stringent environmental and planning standards to preserve air quality. RBF's responsibilities included the design of rough and precise grading, detention basin, storm drain, sewer, and water improvements for the site and surrounding development.



RBF's challenges involved various approvals required by the City including a General Plan Amendment and zone change, as well as Caltrans required ramp improvements and upgrades to the existing State Route 60.

The 3,000 feet long structure will anchor the corporate park by Skechers' North American Operations Center, a popular international shoemaker. The primary function of the facility will be to accept

containerized cargo from the Ports of Los Angeles and Long Beach for Skechers USA, Inc. for distribution across the United States and Canada.

CLIENT CONTACT INFORMATION:
Highland Fairview Properties
3070 Briston Street, #320
Costa Mesa, CA 92626
Mr. Brian Hixson, 951/520-5015



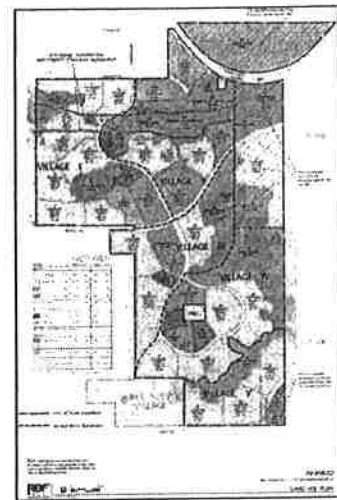
Conceptual Design from Highland Fairview Web-site.

McCanna Hills Planned Community (Riverside County, CA)

RBF provided comprehensive entitlement, planning, and engineering services for the McCanna Hills project. The 1,150-acre hillside site is located in the County of Riverside adjacent to the City of Perris. Development issues included widely variable topography, presence of MSHCP criteria cells, and lack of existing infrastructure. The community consists of five villages and up to 3,210 dwelling units.

RBF services included:

- 🌳 Land Use Planning for the 1,150-acre master planned community. The land use plan included a total of 51 planning areas in five villages.
- 🌳 Preparation of Water, Sewer, and Drainage Master Plans for the community.
- 🌳 Preparation and processing of a combined Specific Plan and Environmental Impact Report Addendum that provides the planning, engineering, and regulatory framework for the community. The Specific Plan includes up to 3,210 dwelling units including Medium, Medium-High, and very High Density categories with densities from 2 du/acre up to 20 du/acre; up to 57 acres of commercial land uses; and public uses that include parks, natural open space, and schools. The Specific Plan provided the zoning regulations and design guidelines for the community.
- 🌳 Preparation of "A" level parcel map for creation of 5 lots defining the villages within the Specific Plan area.
- 🌳 Preparation of a second "A" level tentative tract map for financing and conveyance purposes that further subdivided each village into planning areas.
- 🌳 Preparation of "B" Level tentative tract maps for some of the residential planning areas.
- 🌳 Preparation of information for use by the County in staff reports and presentations.



CLIENT CONTACT INFORMATION:
Laing-Sequoia Partners, LLC
19800 MacArthur Boulevard, Suite 280
Irvine, CA 92612
Ms. Peggy Tabas, 949/679-1500

Rosedale Development - Water Facilities Design (Azusa, CA)

The Rosedale Development is a new community of 1,250 homes in Azusa, California. RBF planned and designed the entire water distribution system for the development. The distribution system was planned and designed to be incorporated into the Azusa Light & Water Department's existing distribution system, and included design of 5,532 feet of new domestic water transmission mains 12" to 16" diameter, relocation of 17,505 feet of 12" to 30" diameter water transmission mains (including 630 feet of jack and bore), and 7,840 feet of 42" raw water gravity pipeline (Covina Canal replacement pipeline) for conversion of an open channel ditch to gravity flow pipeline with depths up to 30 feet; 600 feet of 12" offsite gravity sewer; two 3.0 MG buried pre-stressed concrete storage tanks; a 1.25 MG welded steel reservoir; a 2,250-gpm pump station constructed within an existing building; and a 1,150-gpm pump station constructed in a 40-foot deep vault with a new building constructed above. A major component of the new distribution system to serve the development is the 890 Reservoir and 1023 Pump Station facility. RBF provided preliminary design, final design and construction support services for the 890 Reservoir and 1023 Pump Station facility. The facility includes two 3.3 MG, completely buried, pre-stressed concrete reservoirs and an 1,150-gpm pump station. The site is located at the base of the San Gabriel Mountains. The complex design had to consider an extensive excavation and shoring system, construction phasing, limited site access and community aesthetics.

The site design allowed for the reservoirs and pump stations to be constructed simultaneously. The pump station included a deep, cast-in-place vault located below the building. The deep vault allows the Water Department access to the deep piping and valves. It also allowed for the construction of the vertical turbine pumps as the tanks were being back-filled, thus reducing the construction duration.

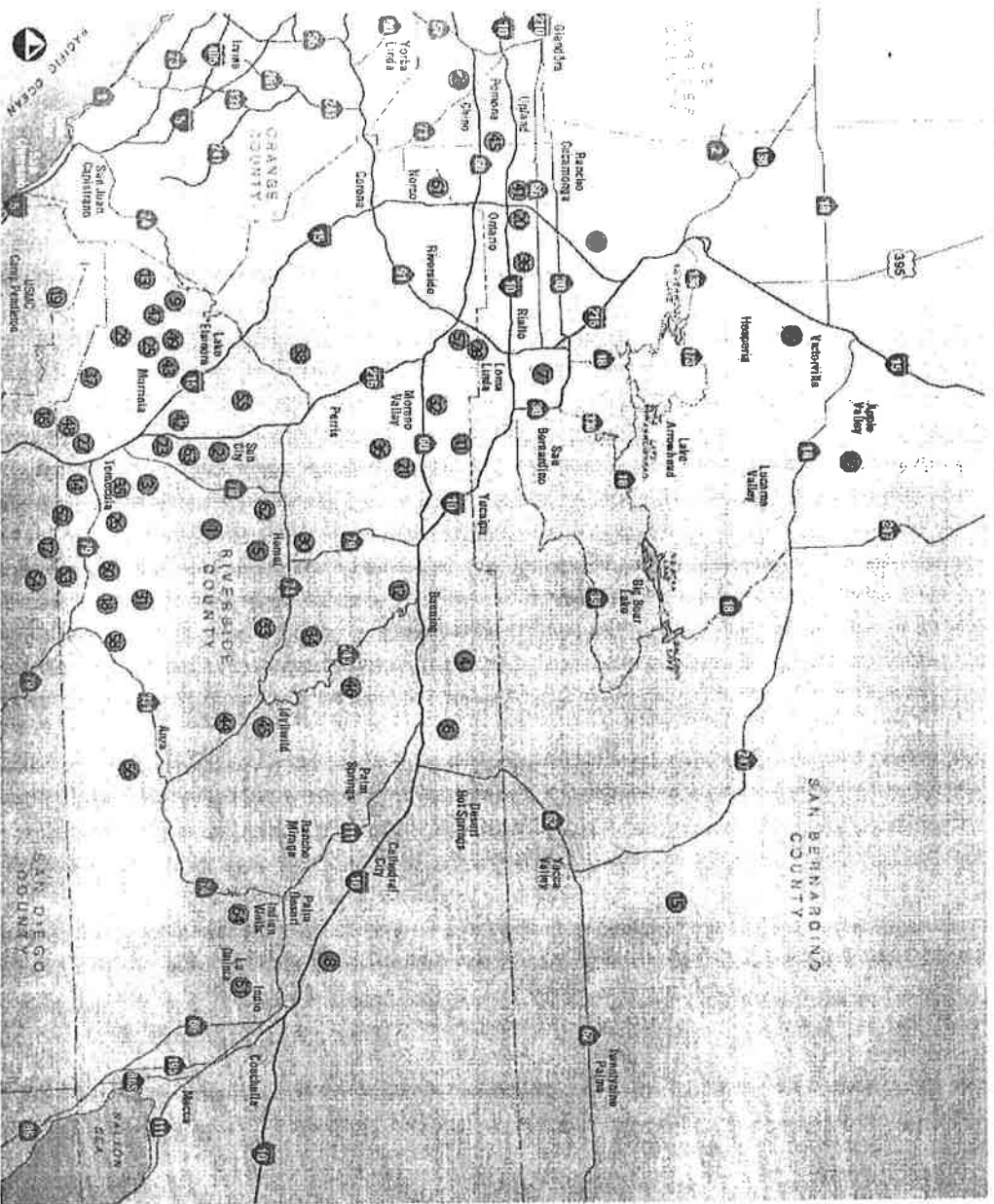
The yard piping was designed to allow water to provide the Water Department with operational flexibility. The Water Department can deliver water to two different pressure zones, and can by-pass one or both reservoirs, as well as the pump station if required. The piping design included an internal water circulation system within each reservoir to improve mixing and water quality.

The project also involved extensive coordination with the public agency, developer, land development engineer and contractors to ensure all facilities were constructed on schedule.

CLIENT CONTACT INFORMATION:
Azusa Land Partners, LLC
19 Corporate Plaza Drive
Newport Beach, CA 92660
Mr. Bob Trapp, 949/729-1221

City of Azusa
213 East Foothill Boulevard
Azusa, CA 91702-1395
Mr. Chet Anderson,
626/812-5209





1. Spencer's Country, Riverside County
2. Camarillo, Ventura
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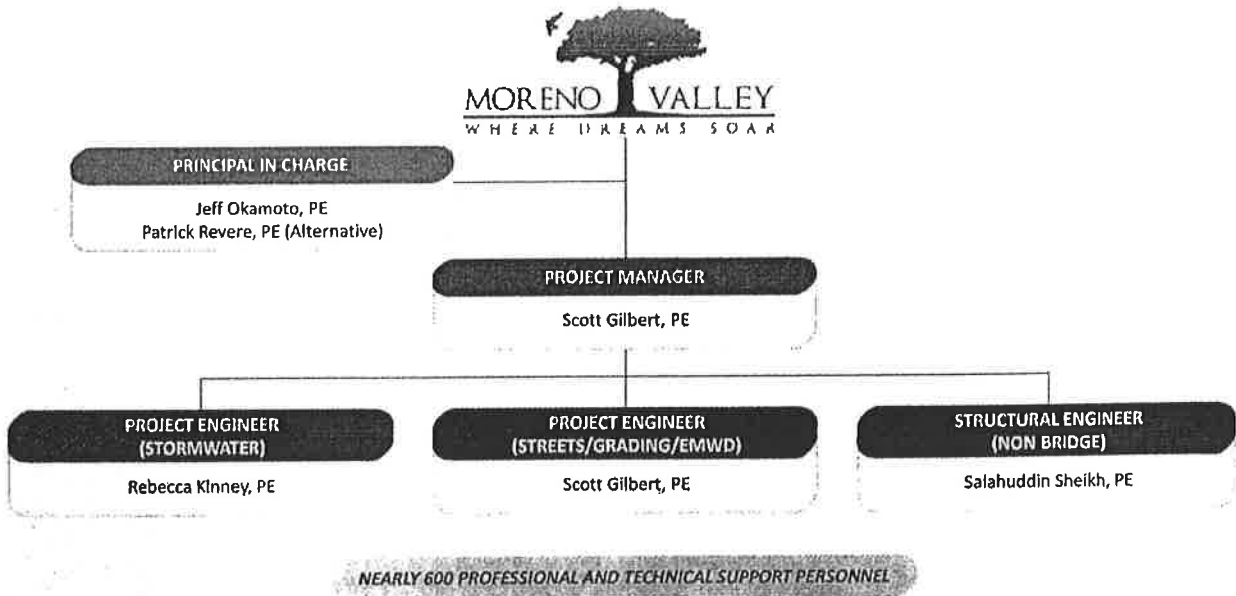
SECTION D

STAFFING PLAN



SECTION D

Section D | Staffing Plan



Management Approach

Our approach begins with our management philosophy to provide quality Construction Support services by analyzing the needs of each individual project and assembling a team with clear lines of communications that is committed to the project. We also address and satisfy the project requirements in a timely and cost-effective manner.

Scott Gilbert, PE, our Project Manager and Project Engineer for Grading /Street Improvements and work relating to EMWD, is currently on assignment until mid-September 2011. At that point he will be 100% available to assist the City of Moreno Valley on this project. We anticipate that he will be needed on as-needed basis until the project goes to construction. At that time, he will be needed on a part time basis assisting in providing answers to pertinent construction issues such as RFI's.

Rebecca Kinney, PE, our Project Engineer for Storm water improvements, is currently on assignment until mid-September 2011. At that point she will be 100% available to assist the City of Moreno Valley on this project. We anticipate that she will be needed on as-needed basis until the project goes to construction. At that time, she will be needed on a part time basis assisting in providing answers to pertinent construction issues such as RFI's.

Craig Hause, PE, LEED AP, our Project Engineer for improvements, is available 100% to assist the City of Moreno Valley on this project. We anticipate his services being needed full time initially until the project goes to construction. At that time, he will be needed on a part time basis assisting our Project Engineers with pertinent construction issues such as RFI's and assisting the City with appropriate reports.

Salahuddin Sheikh, PE, our Structural Engineer for non-bridge related improvements, is currently available to assist the City of Moreno Valley on this project. We anticipate that he will be assisting on an as-needed basis as the project goes into construction.



SECTION E WORK PLAN AND SCHEDULE



SECTION E

Section E | Work Plan and Schedule

In this section we describe our proposed work plan for providing the required construction support services including our management plan for utilization of our highly talented and capable staff. The unique qualifications and experience of our team members is included in the next section of this proposal.

RBF takes great pride in our ability to deliver construction projects on time and within budget. During construction, we recognize that our task is to provide technical engineering support in a timely manner to insure construction stays on budget and on schedule.

Familiarity with the Project

Most important to RBF's qualifications and key to our approach to carry out our scope of services successfully, is that the same team of engineers that has worked on the project throughout the design phase and preparation of construction documents will provide the engineering support services. Our proposed personnel's familiarity with the project will minimize any "learning curve" during the project's construction phase.

TASK 1 - PRECONSTRUCTION PHASE ACTIVITIES

Assist Project Team during the Bidding Phase of the project

RBF will assist the project team as requested and necessary during the bidding process to answer questions that arise as during the bidding process.

Coordinate with project stakeholders

RBF will coordinate with project stakeholders, other project design firm, utility companies and agencies as requested and necessary during the Bidding Phase of the project.

Attendance at Meetings

RBF will attend meetings with the City of Moreno Valley, Caltrans and public meetings as required as well as meetings on site with the contractor. For local residents and businesses, such meetings go a long way in easing their concerns and making the construction management team more aware of their needs.

Response to bidders' questions

RBF will provide response to bidder questions during the preconstruction Phase of the project.

Submittals

Shop Drawings: RBF will review shop and work drawings submitted by the Contractor for compliance with the project specifications and plans. The review shall be prompt and normally shall not exceed two weeks. Prepare a list of expected submittals and compare it to Contractor's list of submittals. Log and track all shop drawing submittals. All correspondence will be through the City.

Reports, Certifications and Tests: Review vendor and lab reports, certifications or material test and inspections, and correlate such reports with the intentions of the Plans and Specifications. Log and track all reviews. Identify any problems.

TASK 2 - CONSTRUCTION PHASE ACTIVITIES

RFI's

RBF will answer RFI's regarding the technical provision, the design drawings and resolve conflicted in the design during the construction phase of the project. When request RBF will provide interpretations, options and possible solutions to field issues and coordinate additional services required.

Construction Meetings

RBF understands the importance of meetings as they allow a venue to discuss all issues and brainstorm on ideas which ultimately lead to the completion of a successful project. It is imperative that during the preconstruction meeting all pertinent parties are present to discuss all concerns regarding the project.

Weekly progress meetings are recommended to continue the lines of communication with the contractor, the City, utility companies, and any other stakeholders, such as Riverside County Flood Control and Water Conservation District. Our staff proactively meets with the contractor to discuss upcoming field operations in order to apprise them of what we expect and what we will be look for and to discuss the applicable specification so that there are no surprises during an operation. Separate field meetings with other stakeholders to discuss their concerns may be necessary to keep a project moving forward. Prior to a contractor demobilizing on a project, we invite all stakeholders, including permitting agencies, to walk the project with us to make sure any of their concerns have been addressed. Constant communication with all parties leads to successful, on-time completion of projects.

Revisions to Plans

As approvals are required for various field design modifications RBF will revise and coordinate the revisions of the plans through the appropriate agencies.

Review Contract Change Order

Consultant shall assist District with Change Orders as needed. (Assume 20 hours project management time) Assistance shall include preparation of change order drawings and specifications, providing opinions as to whether change orders are warranted, and assistance with cost estimates.

TASK 3 - POST - CONSTRUCTION PHASE ACTIVITIES

As-Built Drawings

RBF will incorporate all red-line comments prepared by the contractor and project inspector and prepare final ink on Mylar "as-built" record drawings shall be provided to the City and approved prior to the release of the final progress payment.

GASB 34 documentation

RBF will prepare and submit GASB 34 documentation in the City's format along with the as-built drawings.

Project Schedule

Effective scheduling and cost control are critical activities throughout this Project. RBF's proposed schedule based upon our understanding of the scope of work is provided in the Appendix. We believe this schedule is feasible within the usual constraints experienced on past projects.



MORENO VALLEY
WHERE DREAMS SOAR

SECTION F

QUALITY CONTROL AND ASSURANCE



Section F | Quality Control and Assurance

The RBF QA/QC 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 of Quality Control 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.

APPENDIX

RESUMES

BILLING RATES

PROJECT SCHEDULE

RESOURCE MATRIX

REQUIRED FORMS

- DISCLOSURE OF LOBBYING ACTIVITIES* (FORM LLL)
- COMPLETE PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PARTS I AND II

Appendix

Resumes

Jeff Okamoto, PE | Principal In Charge

Mr. Okamoto has over 26 years of diverse civil engineering experience and is involved in all aspects of grading, hydrology and hydraulics, storm drain, roadway, sewer, and water design for public works facilities and private developments. His expertise includes project management, specification writing, project scheduling, quality assurance, and production of preliminary engineering reports for concept review and approvals for multi-disciplined major development projects.

The design and management experience that Jeff has acquired over the last 10 years working on the Talega Master Planned Community is applicable to many large projects. Jeff has developed a close working relationship with GMU Geotechnical and the ability to efficiently interface on complex grading issues to identify cost effective strategies on large grading projects. He is also adapt on coordinating SMWD infrastructure projects with land development and roadway improvement projects. In addition to the engineers and designers that Jeff regularly manages, as part of RBF's Land Development Department, he effectively engages RBF's in-house specialists in the disciplines of structures, highway design, storm water management, landscape architecture, water resources and Caltrans coordination to provide clients the value of RBF's corporate resources.

Relevant Project Experience

Interim Parking Design for Theme Park (Anaheim, CA) - Mr. Okamoto serves as Project Manager responsible for the engineering design for the Interim Parking Lot redesign and Way Finding Sign Project in Anaheim. This project upgraded several existing parking lots to provide multiple uses for both guest and cast members for several different parking situations. In addition, Way Finding signs were incorporated to assist in parking for the multiple uses.

Rosedale Master Planned Development (Azusa, CA) - Mr. Okamoto provided professional engineering and surveying services, including the preparation of master developer plans for Azusa Light & Water infrastructure facilities, grading plans for building pads, improvement plans for streets, water, sewer and storm drains, and tentative and final tract maps for the Rosedale project located within the City of Azusa. This 800-acre master-planned community proposes 1,200 dwelling units, community recreation facilities. Mr. Okamoto is managing RBF's work efforts which also includes processing and approval of tentative tract maps; Run Off Management Plan Report; and overall drainage report;

Years of Experience: 26

Registration:

1990, Civil Engineer, CA, 46049
1991, Civil Engineer, MN, 21483
1993, Civil Engineer, FL, 46989

Education:

B.S., 1987, Civil Engineering,
California Polytechnic State
University, San Luis Obispo

Professional Affiliations:

Member, American Society of Civil
Engineers
Associate, Asian American
Architects and Engineers
Association
Building Industry Association,
Governmental Affairs
Committee

water availability, supply and storage; storm water quality and environmental issues.

Pacifica Summit (Talega Master Planned Community, San Clemente, CA) – Mr. Okamoto provided engineering design services to Standard Pacific Homes for this residential development located within the 3,500 acre Talega Master Planned Community. The project consists of 63 single family homes situated on 40-acres. As Project Manager, Mr. Okamoto responsibilities include providing a site plan, master fire and utility plan, and a precise grading plan.

Avenida Talega Extension (San Clemente, CA) - Project Manager. The work includes 1.4 miles of a new four-lane divided arterial through open and rough terrain. The improvements include preliminary roadway alignment analysis, horizontal and vertical separated alignment design, roadway grading, adjacent site grading, regional and local storm drain systems, domestic water, reclaimed water, and sanitary sewer systems, intersection signalization provisions, signing and striping, technical specifications, construction cost estimates, construction phasing analysis, bid packaging, and subconsultant management.

Avenida Vista Hermosa Extension (San Clemente, CA) - Development Manager. The project involves 1.5 miles of a new four-lane divided arterial through open and rough terrain. The improvements include preliminary roadway alignment analysis, horizontal and vertical alignment design, roadway grading, adjacent site grading, local storm drain systems, intersection signalization provisions, signing and striping, technical specifications, construction cost estimates, construction phasing analysis, bid packaging, and sub-consultant management. Coordination between public agencies and sub-consultants include the City of San Clemente, Orange County Transportation Authority, Orange County Environmental Management Agency, Orange County Flood Control District, and Talega Associates.

OCSD Plant Security Barriers, Reclamation Plant #1 (Fountain Valley, CA) - Project Manager. Responsible for engineering services for the preparation of final design plans, specifications and estimates for Plant Security Barriers at OCSD Reclamation Plant #1 in Fountain Valley. As a result of a security assessment performed by OCSD, the construction of a new eight foot high security wall and landscaping along the Ellis Avenue frontage is required to protect vital plant infrastructure and OCSD personnel. The project includes alterations to the existing main gate employee entrance, replacement of the existing gate, and the addition of a new ADA compliant pedestrian entrance adjacent to the administration. This project involved numerous stakeholders and numerous Agency approvals.

Las Flores Reservoir (Rancho Santa Margarita, CA) - Mr. Okamoto was the Design Engineer responsible for the grading concepts for the Las Flores Reservoir for the Santa Margarita Water District.

Bighorn Reservoir (Palm Desert, CA) - As Design Engineer for this project, Mr. Okamoto was challenged with preparing grading plans for the reservoir in such a way as not to impact existing scenic views and incorporate creative grading techniques to accommodate the facility.

SC-2 Lift Station (Rancho Santa Margarita, CA) - Mr. Okamoto was the Design Engineer responsible for preparation of the Rough Grading Plans for this Lift Station for the Santa Margarita Water District.

Craig Hause, PE, LEED, AP |Project Engineer (EMWD)

Mr. Hause currently serves as a Project Manager for commercial, industrial and residential developments. His expertise ranges from preparing preliminary studies to developing the final construction plans, specifications, and cost estimates.

Relevant Project Experience

Highland Fairview Corporate Park (Moreno Valley, CA) - Project Engineer/Assistant Project Manager responsible for preparation of civil construction documents related to the construction of a 1.8 million square foot distribution warehouse used by Skechers U.S.A. Plans prepared included street, sewer, storm drain, domestic water and recycled water improvement plans for Eucalyptus Avenue, Redlands Boulevard and Theodore Street; rough grading, precise grading and on-site utility plans for HFCP warehouse; off-site water improvement plans for temporary water line and pressure reducing facility in Sinclair Street from Ironwood Avenue to Eucalyptus Avenue under State Route 60; Ironwood Avenue pressure reducing station upgrade; and preparation of hydraulics/hydrology reports.

Talega Master Planned Community (San Clemente, CA) - Project engineer responsible for the preparation of civil construction documents related to the Village 4 and 5 communities in the Talega development encompassing nearly 1000 single family residences. Plans prepared included street, sewer, storm drain, domestic water improvement plans, rough and precise grading along nearly 4 miles of roadway for approximately 35 private streets north of Avenida Talega between Camino Viento and Camino Tierra Grande. Preparation of hydrology/hydraulics reports was required for the project as well.

Talega Golf Club Driving Range and Maintenance Yard Facilities (San Clemente, CA) - Project engineer responsible for the preparation of civil construction documents related to the above project. Plans prepared included precise grading and drainage plans and retaining wall plans for both the driving range and maintenance yard. An access road was designed connecting Avenida La Pata, the driving range, maintenance yard and tunnel connection to the club house. A retaining wall was required along most of the access road to protect an existing stream bed running through the project.

Years of Experience: 11

Registration:

2002, Civil Engineer, CA, 63620
Leadership in Energy and
Environmental Design
(LEED AP)

Education:

B. S., 1996, Civil Engineering,
California State University, Long
Beach

The Home Depot (Corona, CA) - Prior to joining RBF, Mr. Hause served as Design Engineer for this proposed retail development Ontario Ave. between California Ave. and Compton Ave. Plans prepared included on-site precise grading and utility plans and street improvement plans for California Ave. and Compton Ave. Coordination with the City of Corona and the County of Riverside was required for improvements to Compton Ave. as this street also runs along the city/county line.

Downey Landing Retail Center (Downey, CA) - Prior to joining RBF, Mr. Hause served as Project Manager responsible for the preparation of civil construction documents related to the re-development of the former NASA/ Boeing facilities located between Lakewood Blvd., Stewart and Gray Rd. and Bellflower Blvd. Plans prepared included a tentative parcel map, on-site precise grading and utility plans, hydrology/hydraulics studies and street improvement plans for Stewart and Gray Rd.; Public waterline through the site between Bellflower Blvd. and Lakewood Blvd. Off-site improvement plan approvals were required through LA County Sanitation District and LA County Department of Public Works for connections to existing sewer and storm drain facilities adjacent to the site. Precise grading and utility coordination with individual site builders including Johnny Carino's, Elephant Bar, Chili's Bar and Grill and Bally Total Fitness was required.

The Courtyards at Talega (San Clemente, CA) - Prior to joining RBF, Mr. Hause served as Project Manager responsible for the preparation of civil construction documents for this proposed retail center at the corner of Avenida Pico and Avenida La Pata. Plans prepared included on-site precise grading plans, utility plans and street improvements on both adjacent streets. Coordination with a public water facility designed by RBF located within the site was required.

Toyota of Redlands (Redlands, CA) - Prior to joining RBF, Mr. Hause served as Project Manager responsible for the preparation of civil construction documents for this proposed car dealership and service center located on New York Street between W. Brockton Ave. and the westbound I-10 to northbound 210 freeway transition. Plans prepared included on-site precise grading and utility plans, hydrology and hydraulics reports and street improvements. A water quality management plan was prepared to mitigate pollutants generated on the site. An underground detention facility (Stormtech) was designed and constructed to mitigate both water quality issues and increased runoff amounts due to the site development. Multiple connections to an existing Caltrans drainage channel along the project boundary required Caltrans review and approval of plans, hydrology calculations, project water quality management plan (WQMP) and Storm Water Pollution Prevention Plan (SWPPP).

Orange Tree Marketplace (Redlands, CA) - Prior to joining RBF, Mr. Hause served as Project Manager responsible for the preparation of civil construction documents for this retail shopping center located at W. Lugonia Ave., Alabama St. and Orange Tree Lane. Plans prepared included on-site precise grading, private utility and retaining wall plans. A public waterline located within the site was required as part of the site development. Review and approval of the public waterline was required with the City of Redlands Municipal Utilities Department. Street improvements along the project frontage were prepared. Project specific hydrology/hydraulics reports, WQMP and SWPPP were also prepared.

Rebecca Kinney, PE | Project Engineer (Stormwater)

Ms. Kinney has extensive experience in all phases of stormwater management projects including planning, design and construction. Her recent experience has focused on development of Master Plans of Drainage, which focus on storm drainage facility sizing, stormwater NPDES compliance, stream stability, and floodplain management. Her planning experience includes large master planned communities and well as supporting hydrologic and stormwater quality analysis as a basis for CEQA documentation.

Ms. Kinney has prepared Water Quality Management Plans, Stormwater Pollution Prevention Plans, and CEQA water quality technical studies.

Ms. Kinney is experienced in channel restoration design work including hydrologic and hydraulic modeling and PS&E work. Ms. Kinney has also served as a regulatory agent for the application of 404 Corps of Engineers, 401 California Regional Water Quality Control Board, and 1601/1603 California of Department of Fish and Game permits. She received Wetland Delineation training by the Wetland Training Institute. Her knowledge of both engineering and environmental requirements makes her an asset to any multi-disciplinary team.

Relevant Project Experience

Kaiser Permanente Fontana Hospital Replacement (Fontana, CA) - Project Engineer responsible for processing FEMA changes. RBF serves as the civil engineer for this 37-acre redevelopment project of the existing hospital campus. The project includes the construction of a new 7-story hospital tower, a hospital support building, a new central utility plant, and the reconfiguration of the campus around the new buildings. RBF's services include entitlement support, engineering and construction support of the new onsite as well as some offsite street, storm drain and wet utility improvements. Most notably, RBF prepared a flood study and came up with a solution to remove the existing campus from the 100-year FEMA flood plain. For storm water management green BMPs such as bioswales, bioretention planters, planter boxes and porous concrete were incorporated into the design.

Santa Rosa Creek Channel Stabilization Project (Santa Barbara County, CA)
- Served as Project Engineer for the PS&E package for two large channel stabilization structures include the design of the chute hydraulics. The project also utilized two vinyl sheet pile structures for additional grade control in a degraded channel. Utilized the HEC-RAS Modeling system to develop channel hydraulics.

Years of Experience: 16

Registration:

1999, Civil Engineer, CA, 58797

Education:

B.S., 1995, Civil Engineering,
California Polytechnic State
University, San Luis Obispo

Professional Affiliations:

Member, Society of Women
Engineers

Associate Member, American
Society of Civil Engineers

Publication:

Rebecca Kinney and Anna Lantin,
"Coastal Community
Incorporates Sustainable
Design", Urban Water
Management, July, 2007

Santa Ana River Reach 9 - Phase 2B - Access Roadway, Bridge and Bike Trail Detour (Southern California) - RBF, as part of the Genterra Consultants, Inc. team, was requested to simultaneously complete two fast-track task orders for the U.S. Army Corps of Engineers (Corps) Los Angeles District for the Santa Ana River Reach 9 - Phase 2B project adjacent to and within State Route 91 (SR-91) right-of-way from just east of the Coal Canyon wildlife corridor crossing to just east of the Orange-Riverside County Boundary. Task Order 1 included the design of the new access driveway and bridge for the Green River Golf Club. Task Order 2 included the preparation of final design construction contract plans, and specifications for a bike trail detour and construction staging plan (includes three stages) for the overall project construction. Ms. Kinney was responsible for the preparation of the Storm Water Data Report, which was processed through Caltrans.

Murrieta Creek Line "E" Preliminary Design Study (Murrieta, Riverside County, CA) - Ms. Kinney served as the Project Engineer and report author for the 2-mile mainline storm drain improvement for the Line "E" storm drain tributary to Murrieta Creek. The project involved the development and analysis of 12 alternative alignments for the storm drain. The project also involved the preparation of preliminary plans, cost estimates, operation and maintenance requirements and proposed phasing and implementation plan for the project.

Marblehead Coastal Development (San Clemente, CA) - Ms. Kinney served as the Project Engineer for the analysis for the 248 acre project in south Orange County. The project involved the design and construction of three stormwater detention basins, an underground storage system, and backbone storm drain.

Vista Village Channel Design (Vista, San Diego County, CA) - This project consists of the redevelopment of a portion of Buena Vista Creek. The project involved the removal of approximately 1000 linear feet of existing concrete trapezoidal channel and development of a recreational destination including trails. The new design incorporated a low flow channel with several small rock riffle structures. The project was designed to contain the 100-year flow throughout the project area. Ms. Kinney served as design engineer for this project. Her responsibilities included preparation of hydraulic analysis, CLOMR, and PS&E.

Tonner Hills (Orange County, CA) - Ms. Kinney served as the Runoff Management Plan Project Manager and Lead Hydrologist for the design of the Tonner Hills stormwater system development in northern Orange County. The project includes the development of approximately 790 acres. The hydrologic modeling includes the regional analysis of the Loftus Channel.

McCanna Hills (Perris, CA) - Ms. Kinney was the lead stormwater engineer for the design of major backbone facilities within the McCanna Hills development area. The project included the design of several miles of backbone pipelines designed to Riverside County Flood Control Standards.

Scott Gilbert, PE | Project Manager | Project Engineer (Streets/Grading/EMWD)

Mr. Gilbert is experienced in project management and engineering design. He specializes in subdivision design including the preparation of tentative map and site plan, rough and precise grading plans and final engineering of sewer, water, storm drain, and street improvement plans.

Relevant Project Experience

College Park Project (Chino, CA) - Project Engineer/Manager. The project includes 2200 residential units, Onsite Regional Flood Control channel and offsite improvements to support the residential development in a remote location within the City. Scott is responsible for the overall project direction and supervision of a residential design team. Additional duties include supervision of technical studies for the Cypress Channel and Magnolia Channel Improvement Plans, Tentative Maps, and detailed construction cost estimates.

Carbon Canyon - TTM 18393 (Chino Hills, CA) - Project Manager. TTM 18393 is a 28 residential unit subdivision in the foothills along Carbon Canyon Road in the City of Chino Hills. This is a complicated hillside-grading project with very specific geotechnical requirements. Scott is currently leading the Client and a small design team at RBF through the entitlement process for this Project. He has been responsible for supervising the preparation of a Tentative Tract Map, technical EIR studies for hydrology and water quality, along with providing project support for other sub-consultants.

Heritage Fields - The Park District (Irvine, CA) – Mr. Gilbert provided civil engineering services for Heritage Fields - The Park District. The project encompasses 850 acres of the former El Toro Marine Corps Air Station and borders the Great Park. It will provide approximately 1,100 residential dwelling units together with two golf courses, riparian corridors, lake features and trail connections. Scott has been responsible for managing demolition plans for the former Base infrastructure, reviewing in-place erosion control measures for Park District North, and has overseen regional drainage design studies for the entire project.

Ocean Ranch (Oceanside, CA) - Project Engineer. The Ocean Ranch Development was 410-Acre Master Planned Industrial/Commercial Project. This project created 21-“super-pad” graded lots, and a complete street and utility infrastructure network. Scott served as the primary engineer for the Project and was responsible for rough grading, storm drain design, street, and utility improvement plans, both on and off-site. Additional duties included: hydrology calculation, construction support, and AutoCAD design management.

Years of Experience: 11

Registration:

2003, Civil Engineer, CA, 65194

Education:

B.S., 2000, Civil Engineering,
California Polytechnic State
University, San Luis Obispo

Professional Affiliations:

Member, American Society of Civil
Engineers

Salahuddin Sheikh, PE | Structural Engineer

Mr. Sheikh has over three decades of experience related to bridges, water resources, public works, transportation, and environmental engineering for public and private sectors. Projects include bridges, flood control channels, water and wastewater treatment plants, reservoirs, pump stations, lift stations, culverts and encasements, soundwalls and retaining walls. Mr. Sheikh's experience also includes heavy industrial structures related to steel mills, chemical and petrochemical facilities and refineries, mining and material handling installations, including conveyor galleries, transfer towers, underground mine structures, and ship loading facilities.

Mr. Sheikh has extensive experience in the development of project specifications and estimates for bridge and transportation projects. In the past 15 years, he has prepared the bridge special provisions for over 100 bridge projects including seismic retrofits, bridge widenings, bridge rehabilitation, and new or replacement bridges.

Mr. Sheikh has also served as the Quality Control Engineer for the majority of these projects, ensuring plans and specifications are consistent, design and quantities have been checked and all items of work are covered in the contract documents.

Mr. Sheikh is also experienced in structural inspection, evaluation and repairs of water related facilities.

Relevant Project Experience

Wells 21 and 22 Wellhead Facilities and Pipelines - Irvine Rancho Water District (IRWD) (Tustin, CA) - Structural Engineer. Mr. Sheikh is responsible for engineering services necessary to support the final design, bidding, and construction of the wellhead facilities, untreated water, product water and brine disposal pipelines. Deliverables include plans, specifications and engineers estimates of probable construction costs for each the wellhead facilities and all pipelines. Well 21 and Well 22, with capacities of 3,300 gpm and 1,600 gpm respectively, will be vertical turbine pump / motor assemblies, with removable wellhead enclosures, and both wells will be equipped with bladder-type surge tanks.

Vista Del Mar Reservoir and Pump Stations (Pittsburg, CA) - Structural Engineer. Mr. Sheikh provided structural design of the new West Leland Reservoir II and construction support services for the pumping station. The water distribution system improvements consist of a new 3.0 million gallon, partially buried water storage reservoir, new booster pumping station and expansion of the pumping station located at the city's water treatment plant. The project will accommodate new development in the City of Pittsburg.

Years of Experience: 37

Registration:

1981, Civil Engineer, CA, 32677
1976, Civil Engineer, OH, 41224
2000, Civil Engineer, AZ, 34539
2000, Civil Engineer, NV, 14418

Certification:

Structural Engineering Certification Board

Education:

M.S., 1971, Civil Engineering
(Structures), University of
Michigan, Ann Arbor
B.S., 1970, Civil Engineering

Professional Affiliations:

Member, American Society of Civil
Engineers
Member, Structural Engineer
Association of Southern
California

Interstate 15 / California Oaks Road Interchange Modification (Murrieta, CA) - Structural Engineering. Mr. Sheikh prepared final plans, specifications, and cost estimate (PS&E) for the Interstate 15 / California Oaks Road interchange modification project. The improvements included: reconfiguring the existing diamond interchange into a modified partial cloverleaf configuration; widening and lowering California Oaks Road to accommodate three through lanes in each direction, and the required vertical clearance to the mainline undercrossing structures; bridge widening of two separate undercrossing structures; retaining walls (one Type 1 wall and two tie-back walls); drainage improvements including an infiltration basin; utility relocations; traffic signal improvements at two intersections; and electrical improvements to lighting and ramp metering equipment.

Covenant Hills Reservoirs, Pump Station and Pressure Reducing Station (Orange County, CA) - Structural Engineering. Mr. Sheikh provided engineering design and construction support services for two reservoirs in the Covenant Hills Development of the Ladera Ranch planned community. The work included design and construction of a five million gallon domestic water reservoir and a nine-hundred thousand gallon recycled water reservoir. The storage reservoirs are buried, prestressed concrete tanks that allows for the construction of a public park covering the entire reservoir area. RBF prepared an evaluation of dual-use alternatives and security issues related to the reservoir.

Talega Bridges (San Clemente, CA) - Specifications Writer and QA/QC. Mr. Sheikh prepared Special Provisions and Estimates for three bridges over the Segunda Deschecha Canada wetlands as part of the Talega development. The bridges are all three-span cast-in-place post-tensioned concrete box girders with overall lengths ranging from 405' up to 586' and main spans up to 250' in length. Large-diameter drilled shaft foundations up to 10 feet in diameter and 130-feet deep were used to support the columns which were located to avoid impacts to the Army Corps of Engineers Jurisdictional Limits.

Bellflower High Capacity Well (Bellflower, CA) - Structural Engineer. Mr. Sheikh is responsible for the preparation of a preliminary design report, final engineering design, and construction management and inspection services for the well drilling and equipping of the City's new high-capacity groundwater well. The well is designed to produce 3,500 gpm of high quality groundwater to replace a large portion of the City's existing water supplies currently made up largely of imported water and aging supply wells. The well is to be equipped with a 400 HP lineshaft well pump enclosed in a building for noise mitigation and well security.

Orangethorpe Avenue Transmission Main and Concerto Booster Pump Station Improvements (Anaheim and Placentia, CA) - Structural Engineer. Mr. Sheikh provided professional engineering and surveying services to Golden State Water Company for the design and construction of approximately 6,500 LF of 16-inch DIP pipeline, in the cities of Placentia and Anaheim. This pipeline provides a connection between GSWC's Placentia and Yorba Linda Service Areas, and includes three pressure regulating stations. The scope of services included extensive utility research, topographic survey and right-of-way verification, preparation of PS&E's, and traffic control plans. The project also required coordination with the Orange County Flood Control District for crossing of the Atwood Channel, and coordination with Orange County Transportation Agency for the future grade separation project at Lakeview Avenue.

Billing Rates

HOURLY RATE SCHEDULE
Effective January 2011 through December 2011

<u>KEY PERSONNEL</u>	<u>\$/HR.</u>
Jeffrey Okamoto Vice President Principal.....	205.00
Salahuddin Sheikh Senior Associate Structural Engineer	195.00
Craig Hause Senior Associate Project Manager/Project Engineer/Discipline Engineer	158.00
Rebecca Kinney Senior Associate Senior Engineer	158.00
Scott Gilbert Senior Associate Senior Engineer	158.00
<u>SUPPORT PERSONNEL</u>	<u>\$/HR.</u>
Design Engineer	135.00
Assistant Engineer	93.00
Clerical	63.00

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 \$0.50 per mile.

Project Schedule

Cactus Avenue between Lasselie Street and Nason Street & Nason Street between Cactus Avenue and Iris Avenue: Assume construction begins January of 2012 and is complete by January 2013 (12 months) for both projects. Construction Support Services identified below are typical services provided. RBF will perform all required tasks as identified in the Request for Proposal.

ID	Task #	Task Name	Duration	Start	Finish	Half 1, 2011	Half 1, 2012	Half 2, 2012	Half 1, 2013																	
						A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
1		Phase 1 - Pre-Construction	195 days?	Mon 10/3/11	Fri 6/29/12																					
2	1.00	Assist Project Team during the Bidding Phase of the project	65 days?	Mon 10/3/11	Fri 12/30/11																					
3	2.00	Coordinate with Project Stakeholders	65 days?	Mon 10/3/11	Fri 12/30/11																					
4	3.00	Attendance of Meetings	65 days?	Mon 10/3/11	Fri 12/30/11																					
5	4.00	Response to Bidders Questions	65 days?	Mon 10/3/11	Fri 12/30/11																					
6	5.00	Submittals	130 days?	Mon 1/2/12	Fri 6/29/12																					
7	5.10	Shop Drawings	130 days?	Mon 1/2/12	Fri 6/29/12																					
8	5.20	Review Reports, Certifications and Tests	130 days?	Mon 1/2/12	Fri 6/29/12																					
9		Phase 2 - Construction	285 days?	Mon 1/2/12	Fri 2/1/13																					
10	6.00	RFI's (Assume 100 RFI's)	284 days?	Mon 1/2/12	Thu 1/31/13																					
11	7.00	Construction Meetings	284 days?	Mon 1/2/12	Thu 1/31/13																					
12	8.00	Revisions to Plans (Allowance)	285 days	Mon 1/2/12	Fri 2/1/13																					
13	9.00	Review Contract Change Order	284 days?	Mon 1/2/12	Thu 1/31/13																					
14		Phase 3 - Post-Construction	64 days?	Tue 1/1/13	Fri 3/29/13																					
15	10.00	As-Built Drawings	43 days?	Tue 1/1/13	Thu 2/28/13																					
16	11.00	GA&SB 34 Documentation	41 days?	Fri 2/1/13	Fri 3/29/13																					

Project: Project Schedule.mpp
Date: Tue 8/30/11

Task Split Progress

Milestone Summary Project Summary

External Tasks External MileTask Split

Required Forms

DISCLOSURE OF LOBBYING ACTIVITIES:

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input checked="" type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input checked="" type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input checked="" type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier: _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: N/A \$ _____	
10. Name and Address of Lobbying Entity N/A <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i> N/A	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Michael V. Valenza</u> Title: <u>Vice President, Finance</u> Telephone No.: _____ Date: <u>August 30, 2011</u> (949) 472-3505	
Federal Use Only:		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

PROPOSERS LIST OF SUBCONSULTANTS (DBE AND NON-DBE) PARTS I & II:

RBF will not be using any sub-consultants for this project; therefore the following three forms are not applicable.

-  List of Subconsultants
-  Proposers List of Subconsultants (DBE and Non-DBE) Part I
-  Proposers List of Subconsultants (DBE and Non-DBE) Part II

LIST OF SUBCONSULTANTS

PROJECT NAME: _____
 PROJECT NO.: _____
 CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
TELEPHONE: _____	
ADDRESS: _____	
CITY, STATE, ZIP: _____	
NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
TELEPHONE: _____	
ADDRESS: _____	
CITY, STATE, ZIP: _____	
NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
TELEPHONE: _____	
ADDRESS: _____	
CITY, STATE, ZIP: _____	

Duplicate this form as necessary to report all subconsultant information.

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

The proposer shall list all subconsultants (DBE and Non-DBE) in accordance with Section 3.1.6(a) of the Standard Specifications and per Title 49, Section 25.11 of the Code of Federal Regulations. This listing is required in addition to listing all subconsultants elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Revenues	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> \$1 - \$2 million <input type="checkbox"/> \$2 - \$5 million <input type="checkbox"/> \$5 - \$10 million <input type="checkbox"/> \$10 - \$50 million <input type="checkbox"/> \$50 million - \$99 million <input type="checkbox"/> \$100 million - \$499 million <input type="checkbox"/> \$500 million - \$999 million <input type="checkbox"/> \$1 billion or more		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
City, State, ZIP	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO
Name	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
City, State, ZIP	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO
Name	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
City, State, ZIP	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO
Name	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
City, State, ZIP	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO

DBE/Minority, Disadvantaged Business Enterprise Fee

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

The proposer shall list all subconsultants who consisted a quote or proposal but were not selected to participate as a subconsultant on this project. This is required in compliance with Title 49, Section 25 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Revenues	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> \$1 - \$2 million <input type="checkbox"/> \$2 - \$5 million <input type="checkbox"/> \$5 - \$10 million <input type="checkbox"/> \$10 - \$50 million <input type="checkbox"/> \$50 million - \$99 million <input type="checkbox"/> \$100 million - \$499 million <input type="checkbox"/> \$500 million - \$999 million <input type="checkbox"/> \$1 billion or more		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
City, State, ZIP	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO
Name	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
City, State, ZIP	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO
Name	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
City, State, ZIP	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO
Name	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO
City, State, ZIP	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO

DBE/Minority, Disadvantaged Business Enterprise Fee



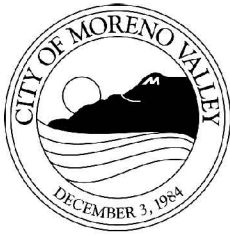
TASK/HOUR BREAKDOWN

CITY OF MORENO VALLEY
 Construction Support Services for Cactus and Nason
 (DATE OF PREPARATION 8.30.11)

JN: 10-108294

TASK	DESCRIPTION	PRINCIPAL		PROJECT MANAGER / DISCIPLINE ENGINEER		SENIOR ENGINEER		STRUCTURAL ENGINEER		CLERICAL		FEE	
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	Billing
PHASE 1 - PRE-CONSTRUCTION													
1.00	Assist Project Team during the Bidding Phase of the project	16	\$3,280	40	\$6,320	24	\$3,408	0	\$0	0	\$0	80	\$13,008
2.00	Coordinate with project stakeholders	8	\$1,640	24	\$3,792	8	\$1,136	0	\$0	0	\$0	40	\$6,568
3.00	Attendance at Meetings	4	\$820	16	\$2,528	0	\$0	0	\$0	0	\$0	20	\$3,348
4.00	Response to bidders' questions	4	\$820	36	\$5,688	0	\$0	0	\$0	0	\$0	40	\$6,568
5.00	Submittals												
5.10	Shop Drawings	0	\$0	32	\$5,056	16	\$2,272	4	\$780	0	\$0	52	\$8,108
5.20	Review Reports, Certifications and Tests	0	\$0	8	\$1,264	4	\$568	4	\$780	0	\$0	16	\$2,612
Reimbursables (Phase 1)													\$500
Subtotal for Phase 1:													\$40,652
PHASE 2 - CONSTRUCTION													
6.00	RFIs (Assumes 100 RFIs)	16	\$3,280	180	\$28,440	40	\$5,680	20	\$3,900	0	\$0	256	\$41,300
7.00	Construction Meetings	4	\$820	44	\$6,952	0	\$0	0	\$0	0	\$0	48	\$7,772
8.00	Revisions to Plans (Allowance)	0	\$0	20	\$3,160	60	\$9,520	0	\$0	0	\$0	80	\$11,680
9.00	Review Contract Change Order	4	\$820	16	\$2,528	0	\$0	0	\$0	0	\$0	20	\$3,348
PHASE 3 - POST-CONSTRUCTION													
10.00	As-Built Drawings	20	\$4,100	60	\$9,480	80	\$11,360	0	\$0	12	\$720	172	\$25,660
	GASB 34 documentation	0	\$0	8	\$1,264	0	\$0	0	\$0	4	\$240	12	\$1,504
Reimbursables (Phase 2 & 3)													\$3,000
Subtotal for Phase 2 & 3:													\$94,264
TOTAL BASE FEES		76	15,580	484	76,472	232	32,944	28	5,460	16	960	836	\$134,916

These are the best estimates of hours for each task but they can be rearranged / moved based on the actual needs of the project



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

Report to City Council

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

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

AGENDA DATE: March 13, 2012

TITLE: APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION SURVEY SERVICES WITH RICK ENGINEERING COMPANY FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT, CACTUS AVENUE FROM LASSELLE STREET TO NASON STREET, AND NASON STREET FROM CACTUS AVENUE TO IRIS AVENUE
PROJECT NO. 12-12599520

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Professional Consultant Services for construction survey services with Rick Engineering Company, 1770 Iowa Avenue, Suite 100, Riverside, CA 92507, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue.
2. Authorize the City Manager to execute an agreement with Rick Engineering Company, 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 the issuance of a Purchase Order to Rick Engineering Company in the amount of \$201,940 when the Agreement has been signed by all parties.

5. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Rick Engineering Company, within the Purchase Order amount, subject to the approval of the City Attorney.

BACKGROUND

The project construction includes street improvements on Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue. In general, the proposed improvements include curb, gutter, street pavement reconstruction and widening, sidewalk, water, sewer, reclaimed water and master planned storm drain improvements, traffic signal work, a bridge along Nason Street over flood control channel Line F, construction of flood control channel Line F, and undergrounding of Southern California Edison's facilities.

The project construction bids were opened on February 15, 2012, and the construction contract award is scheduled for City Council consideration on March 13, 2012.

DISCUSSION

On January 18, 2012, staff solicited proposals from professional survey consultants. The City advertised/published and distributed the Request for Proposal. On February 1, 2012, the City received eleven (11) proposals. A selection review team of staff reviewed the proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel on projects, and project approach/understanding. Rick Engineering Company was selected as the most qualified firm.

Staff has completed negotiations with the top-ranked firm and recommends awarding a professional consultant services agreement for construction related survey services to Rick Engineering Company, in the amount of \$201,940 that includes all work items related to the Base Bid Schedules A through E and Additive Alternates "A" through "E", "G" through "I-B" and "K" of the Cactus Avenue/Nason Street Improvement Project. If approved by City Council, a Purchase Order for that amount will be issued for this Agreement.

ALTERNATIVES

1. Approve the Agreement for Professional Consultant Services for construction survey services with Rick Engineering Company, 1770 Iowa Avenue, Suite 100, Riverside, CA 92507, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue, authorize the City Manager to execute an agreement with Rick Engineering Company, in the form attached hereto, acting as the Successor Agency authorize the City Manager to access agency funds subject to Oversight Board approval, authorize the issuance of a Purchase Order to Rick Engineering Company in the amount of \$201,940 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 Rick Engineering Company, within the Purchase Order amount, subject to the approval of the City Attorney. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve the Agreement for Professional Consultant Services for construction survey services with Rick Engineering Company, 1770 Iowa Avenue, Suite 100, Riverside, CA 92507, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue, do not authorize the City Manager to execute an agreement with Rick Engineering Company in the form attached hereto, acting as the Successor Agency do not authorize the City Manager to access agency funds subject to Oversight Board approval, do not authorize the issuance of a Purchase Order to Rick Engineering Company in the amount of \$201,940 when the Agreement has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Rick Engineering Company within the Purchase Order amount, subject to the approval of the City Attorney. *This alternative will delay the project.*

FISCAL IMPACT

The funding sources for this project are: Tax Sharing Agreement with Riverside County Flood Control and Water Conservation District Fund 792 (\$6M), borrowed DIF Library and Corporate Yard Fund 412 (\$6.5M), DIF Arterial Streets Fund 416 (\$2.5M), General Fund 412 (\$1.3M), DIF Traffic Signals Fund 417 (\$0.27M), Measure “A” Fund 125 (\$3.1M), and SLPP Grant monies Fund 125 (\$1M). The aforementioned total funding in the amount of \$20,672,000 has been budgeted in the current Fiscal Year 2011/2012 Capital Improvements Plan. Furthermore, EMWD has agreed to fund \$3,032,000 for Sewer, Water and Recycled Water facilities; the District has agreed to fund \$565,000 for the master planned storm drain Line J-9, and Moreno Valley Utilities will fund \$914,000 for street lights. Therefore the total available project funding is \$25,183,000.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

Fiscal Year 2011/2012 Cactus/Nason Improvements Budget

Measure A (Account No. 125.99520).....	\$3,100,000
SLPP Grant (Account No. 125.99521).....	\$1,000,000
General Fund (Account No. 412.99532).....	\$1,000,000
General Fund (Account No. 412.99523).....	\$300,000
Corporate Yard DIF (Account No. 412.99522).....	\$2,500,000
Library DIF (Account No. 412.99531).....	\$4,000,000
Arterial Street DIF (Account No. 416.99533).....	\$2,500,000
Traffic Signal DIF (Account No. 417.99535).....	\$272,000
Reserve Account for Riverside County Flood Control and	

Water Conservation District (Account No. 792.79223).....	\$6,000,000
EMWD Funding (Account No. 414.new).....	\$3,032,000
RCFC&WCD Funding (Account No. 414.new).....	\$565,000
MVU Funding (Account No. 602.new).....	\$914,000
Total Budget.....	\$25,183,000

ESTIMATED PROJECT COSTS:

Consultant Construction Management and Inspection Costs.....	\$1,110,000
City's Plan Check, Project Management, and Project Administration*	\$818,000
Construction Phase Technical Services (Geotechnical).....	\$323,000
Construction Phase Technical Services (Survey)	\$202,000
Construction Phase Design Support Services (other design consultants).....	\$410,000
Maximum Early Completion Financial Incentive	\$100,000
Southern California Edison Hard Costs (includes contingency)	\$936,000
MSHCP Fee (includes contingency).....	\$180,000
Construction Contract Costs (includes contingency).....	\$20,984,000
Other Costs (Soft Cost Contingency, reproduction and signal equipment)	\$120,000
Total Estimated Project Costs	\$25,183,000

* Public Works and in-house consultant staff will provide Project Administration.

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	April 2012
Anticipated Completion of Construction	June 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consist of the ultimate width street improvements on Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue. Staff is requesting that City Council approve the Agreement with Rick Engineering Company for Professional Consultant Services providing construction survey services so that these improvements can be constructed in a timely manner.

ATTACHMENTS

Attachment "A" – Location Map
 Attachment "B" – Agreement for Professional Consultant Services, Project No. 12-12599520 with Rick Engineering Company,

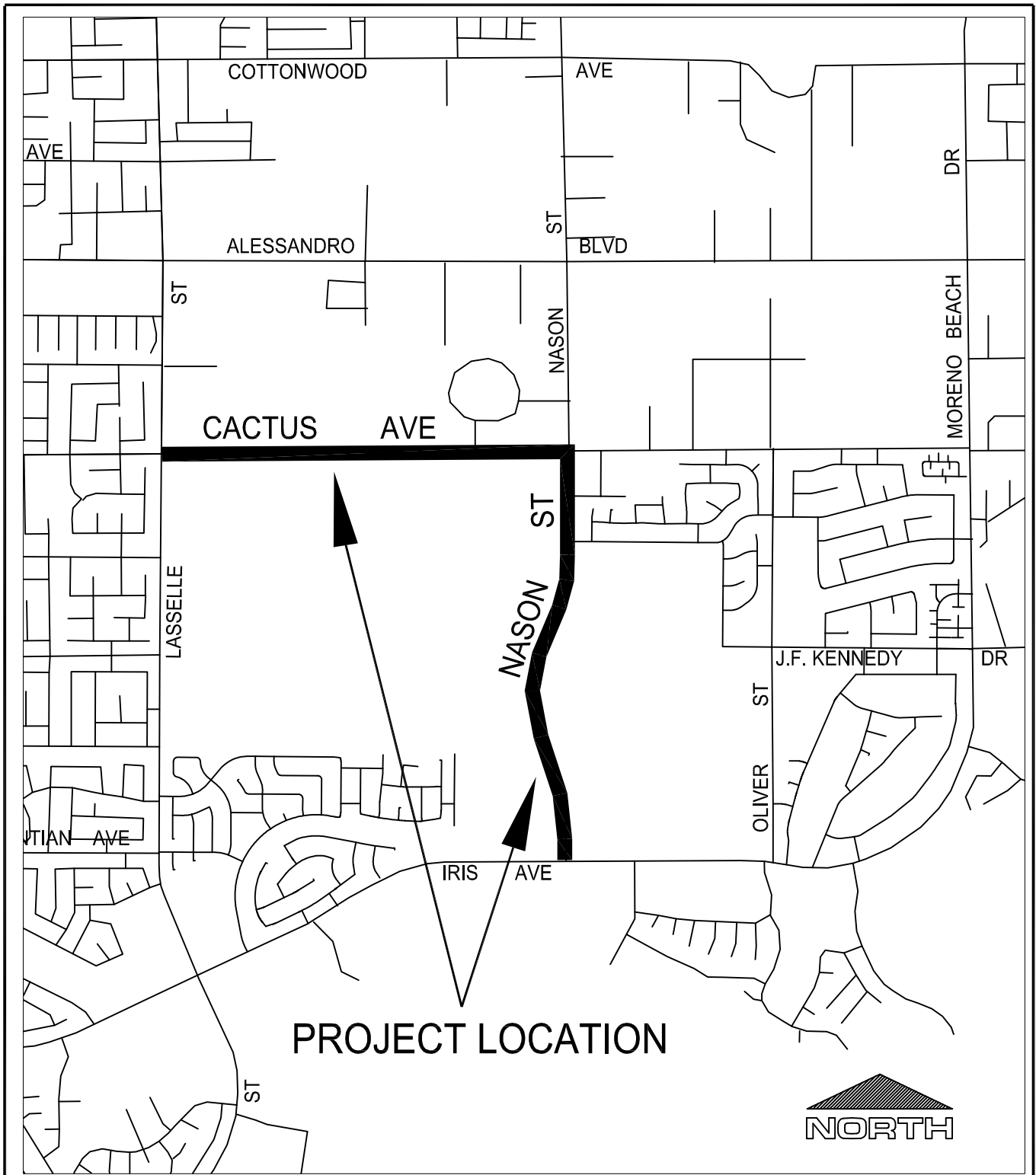
Prepared By:
 Viren A. Shah, P.E.
 Consultant Project Manager

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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PROJECT LOCATION



CAPITAL IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

STREET IMPROVEMENTS
CACTUS AVENUE AND NASON STREET

LOCATION MAP

ATTACHMENT "A"

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**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Rick Engineering Company**, 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. 12-12599520**

DESCRIPTION OF PROJECT

1. The project is described as construction survey services for:

Cactus Avenue/Nason Street Improvement Project

Project No. 12-12599520

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 **\$201,940** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 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 construction schedule as stated in the Notice to Proceed.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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 responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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 of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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 afore mentioned, 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

person, including injury to the City's and its City Council, MVHA's, CSD's, EMWD's, RCFC&WCD's, County of Riverside's, SCE's, Highland Fairview's, and Moreno Valley Properties' 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 and its City Council, MVHA, CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties, 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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
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(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 and its City Council, MVHA, CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

(g) The City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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 City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
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(EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, its officers, employees and agents, under any third party liability policy."

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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.

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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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

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

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

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert 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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

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

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

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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

City of Moreno Valley

Rick Engineering Company

BY: _____
City Manager

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
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

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES FOR
CACTUS AVENUE / NASON STREET IMPROVEMENT PROJECT
CACTUS AVENUE (FROM LASSELLE STREET TO NASON STREET)
NASON STREET (FROM CACTUS AVENUE TO IRIS AVENUE)
PROJECT NUMBER: 12-12599520
FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

I. INVITATION

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

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk [CD]) of your Proposal shall be submitted before **5:30 p.m., February 1, 2012** addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Viren Shah, Consultant Project Manager.

II. GENERAL PROJECT DESCRIPTION

The project in general consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities. Attached for your information is a project Location Map, construction project specific scope of work, and bid schedule from the project bidding documents. (A CD of the Plans and Specifications is available upon request, see Notice Inviting Proposals). If it is determined that consultant interviews are necessary, the consultants will be notified by February 9, 2012 for an interview on February 13, 2012. The project is being advertised with multiple bid items, the final scope of the project will be determined by the bids received and the funding limitations.

III. PROJECT BUDGET AND SCHEDULE

The funding for both projects have been tagged at around \$23 Million including \$1 Million in State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Currently the subject project is in bidding phase. The project allows 220 working days to complete the project.

The Tentative Schedule is as follows:

Possible Consultant Interviews: February 13, 2012

Anticipated Award of this Consultant Contract: February 28, 2012

Anticipated Start of Construction: March 2012

Construction Duration: Approximately 14 months

Exhibit "A"

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IV. SCOPE OF SERVICES

The scope of work for this RFP includes **all reasonable and customary construction surveying/staking items of work, necessary and prudent per the construction scope of work identified in the project plans and specifications (included in the attached CD-ROM as e-files)**. The construction project Bid Schedule is on Specifications Pages 0300-4 to 0300-37; while, the Project Specific Scope of Work is summarily described on Pages 00702-1 to 00702-8.

Your proposal should include:

- A. Identification of the Project Manager, party chief and other key personnel. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- B. Identification of minimum number of hours for survey crew/day as well as travel time (if applicable). City's preference is two (2) hours minimum with no travel time. Field hours are subject to verification/acknowledgement on a daily basis by the City's project inspector.
- C. Attendance at weekly project meetings assuming fifty (50) meetings.
- D. At the inception, confirm the validity of base design survey and establish horizontal and vertical control, verify critical points with field survey to avoid conflicts during construction, tie out permanent survey monuments and other existing survey features that need to be perpetuated, as-build corner ramps to be removed and replaced and identify street station numbers at 50' interval for ready reference throughout the project. Propose any other pro-active strategies to minimize 'surprises'.
- D. Reasonable allowance for unforeseen work and re-staking.
- E. Identify how your firm would partner with the City to achieve efficiencies in your services for a successful and predictable project execution.
- F. Current Fee / Rate Schedule good through the end of the project. All rates should include the vehicle and all non-specialty survey equipment. The rate schedule must list titles, names, roles, and hourly billing rates in rows. All extra work will require prior approval from the City.
- I. **Scope of work including Field, Office, and PM Hours, Type of survey/staking (within the proposal) and Fees (under separate cover) identified for each of the Base Bid Schedules (A to E) and Additive Bid Alternatives (A to K except C).**
- J. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration
- K. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.**

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- L. Elaborate and explain how the Consultant proposes to manage this fast paced, multiple concurrent construction activities project efficiently with high standards of quality and service.

The City intends to select one firm through this RFP process. The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works construction surveying and office support. The Consultant selected shall provide surveying services with personnel trained and experienced in survey layout for the construction of public works improvements and particularly the types of construction required for this project, including tying and setting monumentation. The minimum field personnel experience required includes ten (10) years of construction surveying of increasingly complex public works projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the surveying services for the construction of the improvements and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified survey personnel on an on-demand basis with 24-hour notice for construction surveying for the duration of the construction project, and as needed for earthwork quantity determination services, preconstruction activities, and as necessary to close out the project.

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

The Consultant surveyors must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Land Surveyor. (Registration as a Civil Engineer prior to 1982 may be substituted for the registration as a Land Surveyor).

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

- Attend the pre-construction meeting.
- Mark removals.

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- Establish and confirm horizontal and vertical control, as required.
- Set monument ties – Prior to the beginning of the construction, all monuments must be researched, tied out, and submitted to the Project Engineer. Monuments that are destroyed during construction shall be replaced per the 1997 Land Survey Act, Article 4, Section 464 – Corner Record. Tie sheets shall be submitted per the City of Moreno Valley Tie-Out Standard 601C and 601D on Mylar. Original monument tie-out sheets, corner records, and/or record of survey shall be provided to the City prior to the release of the final progress Payment. Assume two (2) monuments will need to be reset
- Construction staking shall consist of stakes for proposed storm drain improvements, water, sewer, recycled water improvements, bridge along Nason over Line F, parkway drains, AC pavement limits and grade control, rough and finish grading, roadway pavement, base, subgrade, sidewalk, concrete curb and gutter, driveway and driveway approach, utility adjustments, fence, gate, wall, private property improvements, and related improvements as shown on the plans. Re-staking is to be identified separately on the invoice with a clear notation if it is a contractor or City responsibility. Allow adequate on-site un-foreseen and re-staking time based on your past experience.

Office Activities:

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

Field Activities:

1. Conduct field construction surveying, including establishment of line, grade, size, elevation, location of improvements in conformance to design plans and specifications, and tying out and re-setting/replacing of monumentation.
2. Coordinate with the Contractor, City personnel, and other consultants on the job site as needed.
3. Coordinate ongoing construction surveys and staking, as required, including reviewing and monitoring the Contractor's requests for re-staking.
4. Keep daily survey field notes and take photographs of the field staking work. A daily (when on-site) report identifying work done by the surveyor shall be submitted to the Project Inspector by the next business day for review, acknowledgement of hours and filing.

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5. During the course of field surveying, if the Consultant surveyor's personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the Engineer.

General:

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

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 30 pages for Construction Professional Consultant Surveying Services. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

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

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

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- G. Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
5. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.
6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

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

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

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9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
10. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.** All extra work will require prior approval from the City.
11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

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

Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, **the City has implemented a wholly Race-Neutral DBE Program.**

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the City may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require a Proposer to utilize DBEs as a condition of award. Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

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

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

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VII. FEDERAL EMPLOYEE BENEFIT

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

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

VIII. PAYMENT TO CONSULTANT

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

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

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

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

IX. INSURANCE

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

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- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

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

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

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Services District, Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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.

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- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

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

X. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, and CSD, EMWD, RCFC&WCD, County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, their officers, agents or employees.
- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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, and CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties, their officers, agents or employees.
- C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, CSD's, EMWD's, RCFC&WCD's, County of Riverside's, SCE's, Highland Fairview's, and Moreno Valley Properties'

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employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

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

XII. INDEPENDENT CONTRACTOR

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

XIII. CONTRACT

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

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

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.

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

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

XV. SELECTION CRITERIA

- A. The following is the selection criteria for Professional Consultant Material Testing and Geotechnical Services:
 - 1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
 - 2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, **and proven track record and depth of understanding/knowledge of the proposed Project Manager, Party Chief and other key personnel**
 - 3. Project Approach/Understanding (40 points) – **Understanding of project**, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.



February 1, 2012
Revised February 22, 2012

Mr. Viren Shah, Consultant Project Manager
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

SUBJECT: *REVISED* ~ CONSTRUCTION SURVEY SERVICES PROPOSAL for CACUTS AVENUE / NASON STREET IMPROVEMENT PROJECT – PROJECT NO. 12-12599520.
(RICK ENGINEERING COMPANY JOB NUMBER 15856)

Dear Mr. Shah:

Pursuant to the email received from Liliana Alvarado on January 18, 2012, *and meeting held between City of Moreno Valley and Rick Engineering Company on February 22, 2012, please find attached our revised scope of work and fee proposal for the above referenced project, in accordance with the Agreement for Professional Consultant Services for on-call survey services, dated May 31, 2008.*

Rick Engineering Company is located in Riverside, just minutes from the above reference project. Here at Rick Engineering, we have always kept The City of Moreno Valley at top priority, and there have been numerous occasions when our field crew's response time was same day. Typically, all construction staking and City request will commence within 48 hours of receiving a request from the project's City inspector.

We appreciate this opportunity to provide services for the City of Moreno Valley.

Should you have any questions or need additional information, please feel free to contact either Matthew Reiner or myself.

Sincerely,

RICK ENGINEERING COMPANY

Marten L. Anderson, RCE 51313
Associate

MLA:MAR:kmh

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PROJECT UNDERSTANDING

This project consists of professional survey construction surveying services for curb, gutter and utility relocation and widening of Cactus Avenue between Lasselle Avenue and Nason Street and the portion of Nason Street Northerly of Delphinium Avenue.

Nason Street will be extended southerly from Delphinium Avenue to Iris Avenue. Proposed Nason Street improvements will include rough grade, utilities and a bridge across Moreno Master Drainage Plan Line F, northerly of Iris Avenue. Line 'F' improvements include approximately 4500' channel improvements.

Upon receiving the authorization to proceed from the City of Moreno Valley, Riverside County record mapping and City centerline tie sheets will be obtained. Rick Engineering Company's field crews will locate existing street centerline monuments, within the areas of proposed demolition, together with controlling centerline monuments, existing beyond the project areas as is necessary.

Preliminary research did not disclose record mapping reflecting the proposed alignment of Nason Street Southerly of Delphinium Avenue. Rick Engineering Company will request a copy of a Record of Survey progress print being processed by the surveyor of record. It is anticipated the Record of Survey will delineate the relation of the Nason Street alignment, record mapping record existing monuments.

Prior to beginning construction staking, comparisons between found monuments and the Improvement plan stationing / offsets will be conducted. This procedural fundamental process, prior to construction, will enable our survey crews to efficiently respond to staking requests based on CAD files or the station and offset delineated on the plans.

All construction staking will commence within 48 hours of receiving a staking request from the project's City inspector. It is anticipated the initial request will be for the limits of removal, followed by construction staking for the Roadway and Retaining Wall cutbacks. The final curb, walls and driveway approaches will be the final construction staking.

APPROACH AND MANAGEMENT PLAN

Rick Engineering Company has the capability and expertise to provide Professional Consultant Construction Survey Staking Services to the City of Moreno Valley for the Cactus Avenue and Nason Street Improvement project. As described pursuant to City of Moreno Valley Request for Proposal Project number 12-12599520.

Rick Engineering Company has been providing a wide variety of construction staking for over 55 years. Our experience includes staking for all aspects of public works projects, as well as the tasks involved in land development for both residential and commercial developments. Construction staking also provides the majority of work for the Surveying Division. Our field crews use the same Topcon and Trimble equipment and software to provide all construction staking tasks. Our crews are highly trained in well-established procedures to assure accurate and efficient staking. Our crews are able to function independently in the field to adapt to changing priorities and have the capabilities to perform calculations to modify stake locations as the needs of the project require. Cut-sheets are typically printed out electronically and are either provided the next day or are faxed or emailed to the appropriate person that afternoon. Our field crews also have printed cut-sheet forms that can be filled out by hand in the field and submitted before leaving the site. Our construction staking and documentation procedures are standardized allowing any crew to work on any project. The Surveying Division holds regular training classes that help maintain consistency and also provide a forum for updating skills as more efficient tools and methods are discovered.

During the course of a this project, there will be open communication between Rick Engineering Company and the City for coordination of all staking requests, the timely delivery of daily cut sheets and or any as built data /verification and to report the status as work progresses. In addition, Rick Engineering Company has the resources of technical software to provide or archive the reports as required.

CONTROL VERIFICATION

Once authorized to proceed, the appropriate team members and procedures will be used to accomplish the task order in an efficient and timely manner. Prior to any construction staking Rick Engineering Company will obtain copies of record mapping and documents controlling proposed centerline and right of way information, reflected by the improvement plans as a part of the pre-construction site control verification process.

Rick Engineering Company will verify Street stationing shown on the improvement plans relative to controlling monuments and mapping. Additionally Rick Engineering Company will verify consistency between project CADD files and design station and out information shown on the improvement plans.

Once research of the records has been completed, Rick Engineering Company's field crews will recover and verify existing control referenced and provided along with controlling record monuments. For this project, the plans indicate NAD 83, Zone VI, as a basis of bearings and coordinates and Riverside County Flood Control Bench Marks, both of which REC is very familiar.

Following the recovery and verification of control and record monuments additional intermediate control will be established as necessary to improve efficiency and incorporated into the network. This will be accomplished through the combined use of conventional survey methods and Global Positioning Systems (GPS).

TOPOGRAPHIC SURVEYS CHECK

Utilizing the verified project control Rick Engineering Company will conduct a project topographic survey check consisting the verification of Horizontal and vertical locations of a sampling of improvements and contours reflected by the project improvement plans.

PROJECT SUPERVISION

Rick Engineering Company will provide proper supervision of the field crew for the duration of the surveying work on this project ensuring communication and coordination with contractor and City personal. It is assumed staking requests will be received from the City of Moreno Valley Inspector. Daily cutsheets and any other deliverables will be conveyed to the City of Moreno Valley Inspector and Project Manager. Weekly meetings will be attended as required.

OFFICE CALCULATIONS

Office calculations will be provided when grading and or improvement location cannot be determined directly from station and offset delineated on plans. Coordination of all RFI, data management and City deliverables will be provided by office personal under the direction of the project Survey Supervisor.

ROUGH GRADE AND IMPROVEMENT STAKING

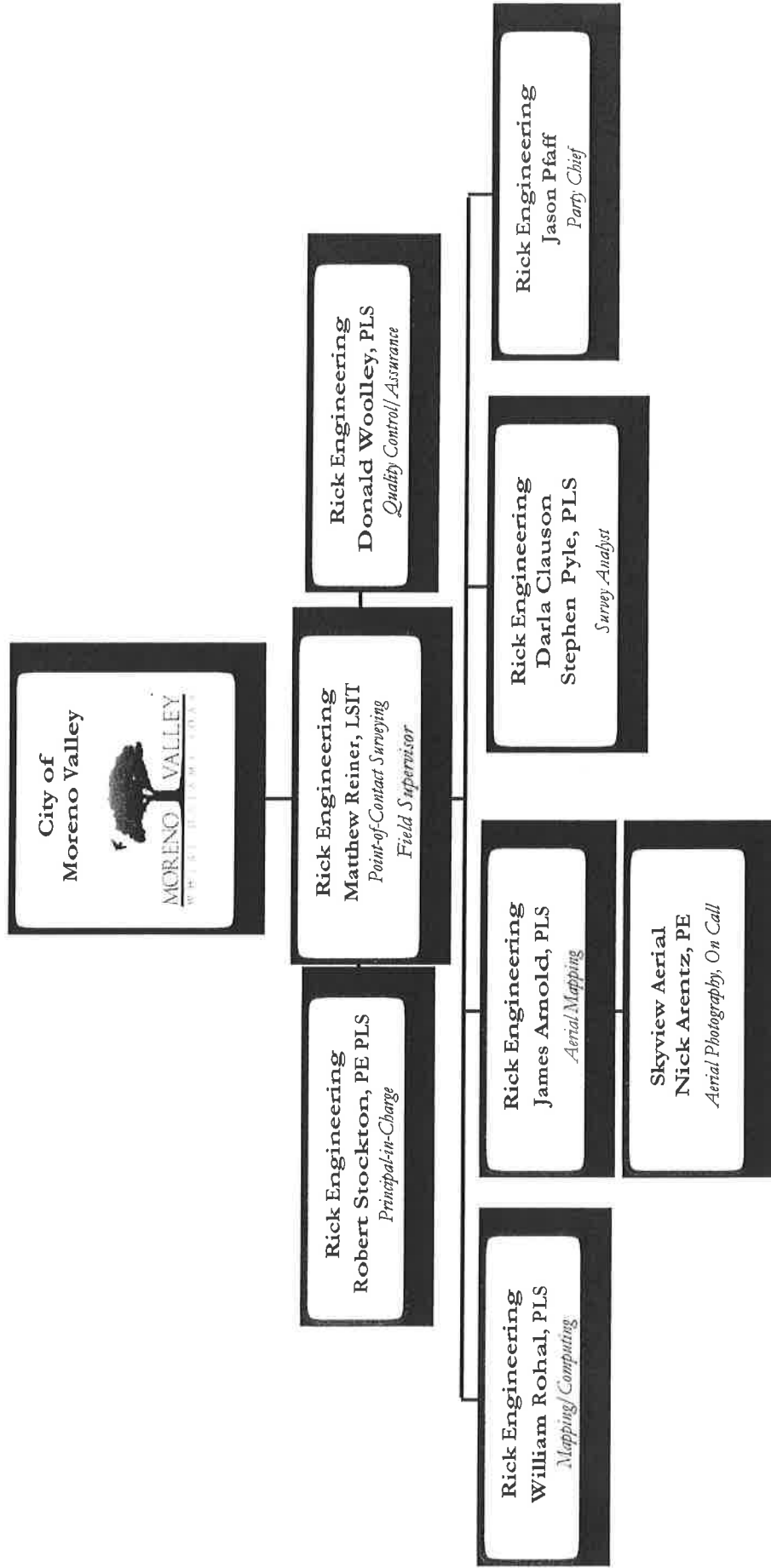
All grade staking and improvement staking will be provided at an interval and offset as coordinated and agreed on by the contractor and inspector.

AS BUILT QUANTITIES AND CERTIFICATIONS

Rick Engineering Company staff will be available to provide as built and or removal survey information and analysis as requested by the City inspector or Project Manager.

CITY OF MORENO VALLEY
 CONSTRUCTION SURVEY SERVICES FOR
 CACTUS AVENUE / NASON STREET IMPROVEMENTS
 PROJECT No. 12-12599520

PROJECT TEAM ORGANIZATION CHART



QUALIFICATIONS & EXPERIENCE

OVERVIEW

Providing as-needed land and construction surveying services requires a company who has the resources, knowledge, and experience to successfully complete any given project on time and within budget. Rick Engineering Company is proud of our breadth of resources, wealth of staff, and depth of experiences. These capabilities form our ability to anticipate the expected and unexpected challenges that may arise on an on-call/as needed project. Because of our experience on similar on-call projects, as well as our knowledge of the local environment and key agencies, Rick Engineering Company is able to approach a project with the careful scrutiny that ensures effective, efficient, and successful completion that will meet the City of Moreno Valley's satisfaction.

Across the company, we are able to offer our clients a broad spectrum of services. Each division internally supports the others, as projects require, thereby allowing the Project Manager to better control the schedule, budget, and ultimately the final deliverable. Our Surveying and Mapping Division is able to call upon our Photogrammetry Division for any possible aerial mapping or photogrammetry support as may be needed or beneficial to the City. These integrated Departments have a long history of working together on similar projects.

Our experienced staff provides Rick Engineering Company the flexibility to counter any potential project constraints. Rick Engineering Company is able to mobilize quickly on multiple projects at once without compromising our effectiveness. Each team we assign to a project is comprised of qualified professionals who have similar past experience and who form the key foundation to the success of the project. The City will work solely with these team members and no staff changes will be made while the project is in progress, without the written approval of the City. If this occurs, the Project Manager will choose an equally qualified professional and will discuss and coordinate all team changes directly with the City to ensure the project continues smoothly and according to the City's ultimate satisfaction.

Rick Engineering Company has worked on several City of Moreno Valley on-call surveying projects that required multiple task orders, including the Kitching Street Improvements, Dracaea Avenue Sidewalk Improvements and the 2011 Resurfacing Project, as well as projects we are currently working on like Kentland Lane Street Improvements and Indian Bicycle Lane Improvements. Outside the City of Moreno Valley many projects with the County Sanitation Districts of Los Angeles County, Caltrans District 8, Caltrans District 11, City of San Diego, Padre Dam Water District, the San Diego County Water Authority, and San Diego Gas & Electric Company also required multiple task orders. Our long history and experience with these agencies has allowed us to streamline our methods to provide surveying and mapping services, especially for on-call projects.

SURVEYING/MAPPING/PHOTOGRAMMETRY DIVISIONS

Rick Engineering Company has been providing surveying, mapping and photogrammetric services to clients throughout the Southwest for over 50 years.

The **Survey Department** is comprised of multiple crews performing a wide variety of tasks. The field crews are trained to perform a multitude of tasks from initial boundary location, aerial control and accuracy assessment surveys, topographic surveys, to final site construction staking tasks. The field crews employ state of the art survey equipment, including GPS Real Time Kinematic Systems, as well as conventional and robotic total station instruments with electronic data storage and handheld data collection devices. All equipment is fully compatible with our integrated office CADD and coordinate geometry hardware and software.

**CITY OF MORENO VALLEY
CONSTRUCTION SURVEY SERVICES FOR
CACTUS AVENUE / NASON STREET IMPROVEMENTS
PROJECT NO. 12-12599520**



The **Mapping Department** is comprised of professionals providing the support for the field crews, as well as providing the research to determine boundaries, prepare Land Development Maps, American Land Title Association (ALTA) Surveys, Records of Survey, right-of-way surveys, legal descriptions and plats, encumbrance maps, final construction surveying support, and interface with a multitude of agencies to assure efficiency in the land development process.

The **Photogrammetry Department** is comprised of professionals producing a variety of products including efficient final design level topographical maps and digital Ortho-photo exhibits. The Photogrammetric department is experienced utilizing innovative technologies such as Airborne GPS and LIDAR as tools to provide the most appropriate product on schedule and within budget.

COMPANY PROJECT EXPERIENCE & REFERENCES

Rick Engineering Company has completed countless engineering/surveying projects of various sizes throughout the Southwest. We have the resources to acquire staffing support from all of our eight offices as workload need arises. This flexibility allows Rick Engineering Company to mobilize quickly and efficiently on any project of any size. Rick Engineering Company possesses a wide range of skills and experience that will prove to be an asset to the City when completing any of the on-call projects on time and on budget.

A selection of project description sheets and associated references have been included in the following pages. These projects have been successfully completed or are in the currently in the process of completion by various members of Rick Engineering Company.

CHUCKWALLA VALLEY RACEWAY

LOCATION

Desert Center, California

CLIENT

Chuckwalla Valley Associates, LLC
45-445 Portola Avenue, Suite 5
Palm Desert, CA 92260

FEE

\$89,760.00

PROJECT COMPLETION

August 2010

KEY PERSONNEL

Robert Stockton, PE
Principal-in-Charge

Matthew Reiner, LSIT
Project Manager
Field Supervisor

William Rohal, PLS
Mapping Director

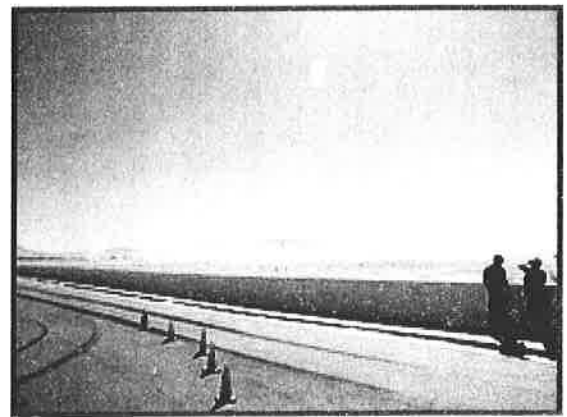
KEY COMPONENTS

- Construction Staking
- Perimeter Fence Staking
- Structure Layout
- Track Certifications

In September of 2009 Rick Engineering Company was awarded the opportunity to provide construction staking services for the Chuckwalla Valley Raceway project. This project consisted of construction of the paddock areas for transporter and service vehicle parking, timing and Scoring facilities, fueling facility, vendor food areas and the recreational vehicle dry camping area, as well as perimeter fence staking to determine accurate property lines.

This one of a kind world class track, which was built specifically for both car and motorcycle driving events, is 2.68 miles in length, 40 feet wide Grand Prix style with 17 staggering turns, multiple elevation changes, black and yellow roll curb and safe operations both clockwise and counterclockwise.

Client Contact: Matthew Johnson, Project Manager (760) 837-1880



KITCHING STREET IMPROVEMENTS

LOCATION

Moreno Valley, California

CLIENT

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

FEE

\$52,000.00

PROJECT COMPLETION

November 2010

KEY PERSONNEL

Robert Stockton, PE
Principal-in-Charge

Matthew Reiner, LSIT
Project Manager
Field Supervisor

William Rohal, PLS
Mapping Director

KEY COMPONENTS

- Construction Staking
- Monument Preservation
- Control Grid Networking
- Structure Layout
- Structure Form Certifications
- On-Call Surveying Services

APWA Inland Empire – Project of the Year Award.

In March of 2010 Rick Engineering Company was in charge of providing professional surveying services for the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard in the City of Moreno Valley, California. The project consisted of the construction of street improvements, traffic signals, street lighting, drainage improvements, retaining walls, pedestrian bridge widening and monument preservation.

The pedestrian bridge consisted of survey layout and certification for the placement of several pile caissons for reinforcement, monitoring the form board false work in the Kitching Street channel and precise layout of bridge to adjoin existing pedestrian bridge. During caisson placement, several underground utility conduits impacted the installation. Rick Engineering Company was the on-call Surveyors for this project and with out any delay and prompt response, we were able to as built conduit and provide information to Structural Engineer.

Rick Engineering Company replaced six (6) centerline intersection survey monuments that were destroyed during construction. Per the City of Moreno Valley standards, a type "B" monument was installed within a well monument and cover. A post construction corner record was prepared and filled with the County of Riverside Surveyor.

Client Contact: Viren Shah, Project Manager (951) 314-2288



LOCATION

Riverside County, California

COMPLETION DATE

2002

CLIENT

Pacific Bay Homes

CLIENT CONTACT

Chris Mounts
(951) 691-5300

KEY PERSONNEL

Robert Stockton, LEED AP
Principal-in-Charge

Mick Ratican
Project Manager

Marten Anderson, LEED AP
Principal Engineer

William Rohal
Survey Analyst

KEY COMPONENTS

- Roadway Design
- Sewer Design
- Water Design
- Storm Drain Design
- Traffic Signal Design
- Right-of-Way Analysis
- Land Acquisition
- Coordination with County of Riverside
- Coordination with off-site property owners
- Plan processing with multiple agencies

MURRIETA HOT SPRINGS ROAD

Rick Engineering Company was in charge of civil engineering and surveying for a four lane divided highway in the French Valley area of Riverside County, California. The proposed improvements consisted of approximately one mile of new road improvements and associated grading, storm drain, sewer trunk line, and water transmission main. The 84-inch storm drain improvements were part of the Santa Gertrudis Valley Master Drainage Plan Line and included tunneling under two existing major Metropolitan Water District (MWD) pipelines and 3 high-pressure natural gas mains. The 18-inch and 21-inch sewer trunk lines also included boring under existing major MWD pipelines. The 24-inch water transmission main was designed under separate contracts with multiple public agencies. The agencies involved were Eastern Municipal Water District (EMWD) and Rancho California Water District (RCWD). In addition to the wet utility design, Rick Engineering Company coordinated relocation of SCE's overhead 66kv transmission lines.

The project required close communication with the adjacent property owners, the County of Riverside, MWD, EMWD, RCWD, and Riverside County Flood Control District. Land acquisition was a key element to the progress of the project. Rick Engineering Company coordinated with the County and off-site land owners and prepared right-of-way analysis, legal description, and plats for the acquisition process.



PROJECT PROFILE



STAFFING PLAN

Our staff can take a project through planning and zoning, preliminary design, mapping/platting, and ultimately to the final design stage where the project is ready for bid and construction. Thereafter, we provide construction support through plan clarifications, contractor and field surveyor coordination, and as-needed plan revision.

The staff of the Riverside office has not been limited to serving just a single type of client or project, but rather a mix of public and private clients for a variety of projects, including development-type projects and transportation/traffic projects. This makes our expertise unique in that we can better understand and foresee the overall general civil engineering issues and how a decision made early in the process can potentially cause a later effect. We believe this experience has led to knowledge that will produce not only an exemplary work product, but also a beneficial and mutually respected client/ consultant relationship.

Rick Engineering Company is acutely aware of the value and importance of providing close, individual attention to each project and to working within the constraints of time and budget. To assure optimum coordination and responsiveness, new projects are assigned a team that is managed by a single Project Manager, who is then responsible for the performance of the team members and will serve as the point of contact for coordination with the City. Rick Engineering Company's Riverside Office will be the main office through which all services to the City will be provided.

Mr. Robert Stockton, PE, will serve as the Principal-in-Charge for this project. He is the Office Manager of the Riverside office and has 27 years of experience overseeing engineering projects for public and private sector clients. Mr. Stockton will oversee all aspects of this project for quality control/assurance.

Mr. Donald Woolley, PLS, will provide all quality control/assurance for this project. With 28 years of experience, Mr. Woolley has overseen many on-call contracts for various public and private clients, including the County Sanitation Districts of Los Angeles County, Caltrans District 8, and Caltrans District 11.

Mr. Matthew Reiner, LSIT, will serve as point of contact/project manager and will provide field surveying services as the back-up survey party chief. With 13 years of experience, Mr. Reiner has extensive experience managing construction staking, boundary survey and topographic survey projects.

Mr. Bill Rohal, PLS, will serve as the Mapping Division Director for this project. With 25 years of experience, Mr. Rohal has completed many mapping projects for municipal, transportation, commercial, and residential clients.

Mr. Jason Pfaff will serve as the party chief while **Mr. Ruben Hernandez**, **Mr. Nathan Stockton** and **Mr. Bill Chickanosky** will serve as surveyor assistants/chainman.

Mr. James Arnold, PLS, will serve as the Director of Photogrammetry. Mr. Arnold has 31 years of experience, extensive practical and theoretical experience in surveying, mapping, photogrammetry, and computer systems and has applied this expertise to numerous projects in both the private and public sectors.

Ms. Darla Clauson and **Mr. Stephen Pyle, LS** will serve as Survey Analysts for this project, providing continuous support, calculations, exhibits and any other requested information for the survey field crews.

WORK PLAN AND SCHEDULE

SCHEDULE MANAGEMENT

Rick Engineering Company has a proven track record of meeting schedules on projects. Our references and our track record will substantiate that we meet milestones on projects as well as completion dates. We will meet with District Staff and identify critical elements to adhere to on the project. From that meeting, the project manager will prepare a detailed task schedule using Microsoft Project and will again meet with District Staff to insure that the schedule meets all planned or necessitated completion dates. From this point, the project manager will have a "kick-off" meeting with project team members and will assign tasks with the corresponding dates for completion. Regularly scheduled progress meetings and performance assessment reviews will be conducted throughout the project with the intent of identifying problems or delays, at which point, the project manager can identify a corrective course of action to get the project back on schedule. This system ensures that the project remains on course and that the District will have a readily available performance report from the project manager.

PROJECT CONTROLS

Rick Engineering Company uses a series of project control procedures and methods as a basis for planning, schedule monitoring, and accommodating project variables or changes. Project controls are accomplished through a combination of an effective system involving not only tracking tools, but also effective management activities. The following are examples of the activities and tools utilized by Rick Engineering Company to complete successful projects:

Management Activities:

- Effective staff supervision and communication – supervision by the Project Manager and Principal-in-Charge ensures adequate staff and resources are allocated to the assigned projects.
- Continuity of staff assignments – minimizing changes of assigned staff on project tasks reduces task rework, ensures continuity of design and efficient, coordinated team effort.
- Regular client and team meetings – ensures communication between all consultants, and provides for review of project design and status with the Client.
- Resolution of issues - prompt preparation of meeting minutes identifying action items, team assignments and schedule.
- Efficient cross-checking between disciplines – coordination and review of design elements before and during design minimizes construction changes.

Management Tools:

- Setup of a detailed project schedule at the initiation of work – preparation of a project schedule as part of the fee proposal gives the Client valuable information about the work product.
- Schedule tracking of critical path items and forecast dates – allows the project manager to prioritize activities for the effective management of project completion.
- Progress tracking of actual versus scheduled work - provides for early resolution of design issues and reduces potential schedule creep.
- Resource tracking to forecast needs to meet project manpower requirements - efficient and effective deployment of the firm's resources when they are needed ensures project schedules are met.
- Project cost estimate maintained to have up to date project data available – allows for proposed design versus project budget review to identify cost overruns and early design changes to adhere to project budget.

The activities and tools used enable Rick Engineering Company to effectively coordinate with our Client to have a continually available progress database from which to monitor and make adjustments to the project milestones, if necessary. Using a combination of data from our accounting system of tracking time sheets and task order billings, reports can be issued both graphically and in spreadsheet formats to demonstrate the status of the above tracking categories.

Project budget status and control is the responsibility of our Project Manager. A monthly report is prepared showing invoiced amounts versus budget amounts by project milestone, along with a progress report of the amount of work completed versus that planned. In-house budget control is accomplished through a combination of effective staff supervision, continuity of staff assignments, continuous communication, and timely resolution of project issues.

CHANGE ORDERS & RFIS

While every project is different, we make every effort to minimize change orders as much as possible. In addition to the independent checks that are a part of the quality control plan, qualified personnel, separate from those involved day to day in the project, provide constructability reviews at various project milestones. The end result of this effort is a consistent high-quality work product from Rick Engineering Company and its project team. Our references will substantiate that we meet milestones on projects as well as completion dates. Our objective is to be on time, on budget, minimizing change orders, and exceed expectations.

QUALITY CONTROL AND ASSURANCE

Rick Engineering Company promotes a continuous commitment to quality control through all phases of a project. Quality control review is conducted by the Project Manager throughout the task order process to assure all long established procedures and processes are followed. The Project Manager will oversee and assure proper techniques and procedures are maintained both in the field and office. The Project Manager will also oversee the administration of the contract and be responsible for submitting final task order reports. The effectiveness of this approach has been demonstrated by our reputation for providing trouble-free projects. This is facilitated by attention to Rick Engineering Company's manual on quality control standards and by providing periodic quality control seminars and other pertinent in-house training that focus on maintaining a high level of staff competency and a culture of teamwork within the Company.

ADDITIONAL RELEVANT INFORMATION

REQUIRED STATEMENTS

Rick Engineering Company considers compliance with all local, state, and federal rules and regulations as a key element in our ability to successfully complete any project. Throughout the duration of a project, we closely monitor deliverables for appropriate certifications and processing and adhere to the required guidelines. Items produced during the course of a project will be made available to the City's staff and any other authorized officials for review. Rick Engineering Company agrees to assign the City all rights, title, and interest in causes of action as applicable under the Clayton Act, Section 4, and the Cartwright Act.

Internally, we provide equal employment opportunities to all employees and job applicants having the required educational background, experience, or other qualifications without regard to race, color, sex, religion, national origin, sexual orientation, pregnancy, marital status, age, medical condition, physical or mental disability, or any other consideration made unlawful by federal, state, or local law. We make every effort to comply with all labor regulations, including but not limited to the California Labor Code, the Davis-Bacon Fair Labor Standards Act, and the Copeland Anti-Kickback Act.

RICK ENGINEERING COMPANY

Riverside Office

In House Resources

CONTACT INFORMATION:

Robert Stockton	951-312-4139	Cell
Matthew Reiner	951-346-6945	Cell
Jason Pfaff	951-313-8823	Cell
Ruben Hernandez	951-203-5853	Cell
Bill Rohal	951-202-6062	Cell
Darla Clauson	951-782-0707, x2144	Ofc
Stephen Pyle	951-782-0707, x2113	Ofc

COMPANY VEHICLES:

Courier Vehicle -
2008 Scion XB - Plate No. RICK ENG

Survey Vehicles -
2011 Nissan Titan - Plate No. 90753C1
2011 Nissan Titan - Plate No. 45871B1
2006 Toyota Tundra - Plate No. 8A23965
2005 Toyota Tundra - Plate No. 7X80154

COMPUTER SOFTWARE:

ForeSightDXM.EXE
Survey Link
Trimble Geomatics - Office
Mirco Station V8.5
- Survey V8.8
- In Roads V8.8

SURVEY EQUIPMENT:

Ranger 500X Pro Robotics
Spectra Focus 30 Robotic Total Station
Ranger Data Collector 500X
Ranger Data Collector 500X
Topcon Auto Level AT-G3
Topcon GB500 Receiver
Topcon GB500 Receiver
Topcon GTS813A Total Station
Topcon GTS823A Total Station
Topcon GTS823A Total Station
Topcon Hiper + Rover
Topcon Hiper + Rover
Topcon PGA-1 Rover & Base
Trimble 4800 GPS Base Station
Trimble 5800 GPS Rover
Trimble Data Collector TSCe
Trimble Trimark III Radio



ADDITIONS OR EXCEPTIONS TO REQUEST FOR PROPOSAL

All services and fees provided by Rick Engineering Company to the City will be according to the guidelines and requirements outlined in the RFP. Rick Engineering Company will document work, services, deliverables, project conditions, issues, constraints, defects, and hazardous conditions and will submit this information for the City's notification. Charges will be submitted to the City based on the current hourly rates and will include a "not-to-exceed fixed fee." As part of this proposal, we have included our company hourly rates for any services requested by and provided to the City.

Rick Engineering Company has reviewed all provisions included in the City of Moreno Valley's Request for Proposal (RFP) and sample consultant agreement. We verify that we have no additions or exceptions to make to the City's RFP and agreement. We also confirm that this proposal, as well as the RFP, will become part of the City's agreement upon contract award and execution.

PROJECT SPECIFIC SCOPE OF WORK

BASE BID SCHEDULE A – CACTUS AVENUE

1. Meeting and Supervision

- a. Meetings – Attend a pre-construction meeting and weekly coordination meetings if necessary. Assumes a maximum of one (1) pre-construction meeting and twenty (20) weekly meetings. Assumes forty (40) hours.
- b. Project Supervision – Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.5 hours for each 8 hour crew day. Assumes eighteen (18) hours.

2. Office Calculations

Obtain record mapping to establish centerline and right of way. Compare CAD drawings (provide by the City of Moreno Valley) with hardcopies in order to Provide required calculations for field crew for each survey request. Assumes sixteen (16) hours.

3. Survey Control

Establish and confirm horizontal and vertical control. Along with locating Aerial Target panels that are provided from original Topo, locate centerline monumentation in order to stake curbs shown on the approved plans, station and offset. As-built the existing curb on the north and south side of project to assure a smooth transition from existing to proposed. Using a three wire leveling method, transfer an elevation from project benchmark to the site for staking purpose and to field verify the existing elevations shown on the approved grading plans. As-built existing street centerline to assure smooth cross fall transition. This item includes maintaining construction control throughout the duration of the project. Assumes twenty (20) hours.

4. Rough and Finish Grade Staking

- a. Saw Cut and Demolition Stakes – Provide one set of stakes at intervals of 75' outlining the limits of demolition and saw cuts. Assumes ten (10) hours.
- b. Roadway Stakes – Provide one set of rough grade curb stakes at intervals of 50' with reference to face of curb and cut/fill to top of curb on both sides of Cactus Avenue. If required, this item includes perimeter grade stakes to help facilitate grading within the parkway. Assumes sixteen (16) hours.
- c. Limits of Grading Stakes – Provide one set of stakes for approximately 9,700 L.F. of limits of grading. Stakes will be set at 100' interval and at changes of horizontal direction. Assumes eight (8) hours.
- d. Street Staking – Provide one set of street centerline stakes for viewing and remedial grading purposes. Stakes will be set at 50' intervals and at any change of vertical and horizontal direction. Assumes eight (8) hours.

CITY OF MORENO VALLEY
CONSTRUCTION SURVEY SERVICES FOR
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- e. Bio-Swales Staking – Provide one set of stakes referenced to top of slope with cuts down to toe for approximately 1,780 L.F. of Bio-Swale staking. Stakes will be set at 25' intervals and at any change of vertical and horizontal direction. Assumes twelve (12) hours.
5. **Roadway Stakes**
 - a. Curb and Gutter – Provide one set of stakes for approximately 7,860 L.F. of curb and gutter. Stakes will be set at not less than 25' and at all changes of direction, both horizontally and vertically. Assumes twenty-four (24) hours.
 - b. Driveway Stakes and Handicap Stakes – Provide one set of stakes for the construction of 7 driveways locations and 2 handicap ramps. Points will be set at all transitions, changes in directions and beginnings and ends. Assumes six (6) hours.
 6. **Fence Stakes**

Provide one set of stakes to facilitate the construction of approximately 7,900 L.F. of fencing. Stakes will be set at 50' intervals and at any change of vertical and horizontal direction. Assumes twelve (12) hours.
 7. **Strom Drain Staking**
 - a. Provide not more than eight (8) stakes for each of the eight (8) catch basins on Cactus Avenue. Consultant will provide one set of stakes for approximately twelve (12) Bio-Swale grates. Two stakes will be set for each grate with grades referenced to top of grate. Consultant will provide one set of stakes for approximately fourteen (14) Bio-Swale Cleanouts. Two stakes will be set for each cleanout with grades referenced to top of cleanout Assume ten (10) hours
 - b. Provide one set of stakes for approximately 135 L.F. of storm drain laterals at CB8 and CB7. Stakes will be set at 25' intervals and at any change of vertical and horizontal direction. Consultant will provide two (2) stakes each, for each of the twenty-eight (28) parkway culverts with grades referenced to top of curb. Assumes eight (8) hours.
 8. **Roadway Certifications - Aggregate Base**

Consultant will provide an as-built report of roadway base elevation. The report will show the delta between plan grade and as-built grade. A shot will be taken at 50' cross sections and at 15' intervals along each cross section. Assumes sixteen (16) hours.
 9. **Tie out/Restoration of Centerline Monumentation**
 - a. Prior to the beginning of construction, all monuments will be researched, tied out, and submitted to the Project Engineer. Tie sheets will be submitted per the City of Moreno Valley Tie-Out Standard 601C and 601D on Mylar. Original monument tie-out sheets and copies of all corner records will be provided to the City prior to the release of final progress payment. Assumes a maximum of two (2) monuments. Assumes two (2) hours
 - b. Monuments that are destroyed during construction will be replaced per the 1997 Land Survey Act, Article 4, Section 464 - Corner Record. A Standard "A" Survey Monument per City of Moreno Valley Standard 601B will be re-set for all monuments destroyed during construction. Rick Engineering Company and the City of Moreno Valley agree that, a monument cover is necessary for Cactus Avenus. Assumes a maximum of two (2) monuments. Assumes four (4) hours.

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- c. A post construction corner record will be prepared and filed for all replaced monuments with the County Surveyor as well as the Project Engineer. The corner records will include record data, record reference and street names. Assumes a maximum of two (2) monuments. Assumes four (4) hours.

BASE BID SCHEDULE B – NASON STREET AND IRIS AVENUE

1. Meeting and Supervision

- a. Meetings – Attend a pre-construction meeting and weekly coordination meetings if necessary. Assumes a maximum of one (1) pre-construction meeting and twenty (20) weekly meetings. Assumes forty (40) hours.
- b. Project Supervision – Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes thirty (30) hours.

2. Office Calculations

Obtain record mapping to establish centerline and right of way. Compare CAD drawings (provide by the City of Moreno Valley) with hardcopies in order to Provide required calculations for field crew for each survey request. Assumes twenty-four (24) hours.

3. Survey Control

Establish and confirm horizontal and vertical control. Along with locating Aerial Target panels that are provided from original Topo, locate centerline monumentation in order to stake curbs shown on the approved plans, station and offset. As-built the existing curb on the north and south side of project to assure a smooth transition from existing to proposed. Using a three wire leveling method, transfer an elevation from project benchmark to the site for staking purpose and to field verify the existing elevations shown on the approved grading plans. As-built existing street centerline to assure smooth cross fall transition. This item includes maintaining construction control throughout the duration of the project. Assumes twenty (20) hours.

4. Rough and Finish Grade Staking

- a. Saw Cut and Demolition Stakes – Provide one set of stakes at intervals of 75' outlining the limits of demolition and saw cuts for Iris Avenue and Nason Street. Assumes eight (8) hours.
- b. Roadway Stakes – Provide one set of rough grade curb stakes at intervals of 50' with reference to face of curb and cut/fill to top of curb on both sides of Nason Street and Iris Avenue. If required, this item includes perimeter grade stakes to help facilitate grading within the parkway. This item includes staking for approximately 580 L.F. of access roads and 1,875 L.F. of remedial grading area. Provide one set of stakes for approximately 800 L.F. of graded swales, stakes will be set at 50' intervals and at any change vertical and horizontal direction of Assumes thirty (30) hours.
- c. Limits of Grading Daylight line Stakes – Provide one set of stakes for approximately 14,600 L.F. of limits of grading. Stakes will be set at 100' interval and at changes of horizontal direction. Assumes twenty (20) hours.



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- d. Street Centerline Staking – Provide one set of street centerline stakes for viewing and remedial grading purposes. Stakes will be set at 50' intervals and at any change of vertical and horizontal direction for both Iris Avenue and Nason Street. Assumes twelve (12) hours.
 - e. Bio-Swales Staking – Provide one set of stakes referenced to top of slope with cuts down to toe for approximately 1,980 L.F. of Bio-Swale staking. Stakes will be set at 25' intervals and at any change of vertical and horizontal direction. Assumes eight (8) hours.
 - f. Borrow Site Staking
Provide one set of stakes for the perimeter of the borrow site. Stakes will be set 100' intervals for approximately 5,500 L.F. of perimeter staking. Consultant will provide one set of contour stakes for borrow site. Stakes will be set at 75' intervals for approximately 8,000 L.F. of borrow site contours. Assume sixteen (16) hours.
- 5. Roadway Stakes (Iris Avenue and Nason Street)**
- a. Curb and Gutter – Provide one set of stakes for approximately 19,800 L.F. of curb and gutter. Stakes will be set at not less than 25' and at all changes of direction, both horizontally and vertically including the 14' raised median. Assumes sixty-six (66) hours.
 - b. Driveway Stakes, Emergency Median Access and Handicap Stakes – Provide one set of stakes for the construction of 6 driveways locations, 6 handicap ramps and 2 emergency vehicle median access locations. Points will be set at all transitions, changes in directions and beginnings and ends. Assumes six (6) hours.
- 6. Fence Stakes**
- Provide one set of stakes to facilitate the construction of approximately 9,200 L.F. of fencing. Stakes will be set at 50' intervals and at any change of vertical and horizontal direction. Assumes sixteen (16) hours.
- 7. Storm Drain Staking**
- a. Provide not more than eight (8) stakes for each of the ten (10) catch basins on Cactus Avenue. Consultant will provide one set of stakes for approximately twenty-one (21) Bio-Swale grates. Two stakes will be set for each grate with grades referenced to top of grate. Consultant will provide one set of stakes for approximately eleven (11) Bio-Swale Cleanouts. Two stakes will be set for each cleanout with grades referenced to top of cleanout. Assume fourteen (14) hours.
 - b. Provide one set of stakes for approximately 400 L.F. of storm drain laterals. Stakes will be set at 25' intervals and at any change of vertical and horizontal direction. Consultant will provide two (2) stakes each, for each of the sixteen (16) parkway culverts with grades referenced to top of curb. Assumes six (6) hours.
 - c. Headwalls and RipRap- Consultant will provide one set of stakes for approximately two (2) headwalls and their corresponding RipRap. Assumes two (2) hours.
- 8. Roadway Certifications - Aggregate Base (Iris Avenue and Nason Street)**
- Consultant will provide an as-built report of roadway base elevation. The report will show the delta between plan grade and as-built grade. A shot will be taken at 50' cross sections and at 15' intervals along each cross section. Assumes sixteen (16) hours.

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9. Tie out/Restoration of Centerline Monumentation

- a. Prior to the beginning of construction, all monuments will be researched, tied out, and submitted to the Project Engineer. Tie sheets will be submitted per the City of Moreno Valley Tie-Out Standard 601C and 601D on Mylar. Original monument tie-out sheets and copies of all corner records will be provided to the City prior to the release of final progress payment. Assumes a maximum of three (3) monuments. Assumes two (3) hours
- b. Monuments that are destroyed during construction will be replaced per the 1997 Land Survey Act, Article 4, Section 464 - Corner Record. A Standard "A" Survey Monument per City of Moreno Valley Standard 601B will be re-set for all monuments destroyed during construction. Rick Engineering Company and the City of Moreno Valley agree that, a monument cover is necessary for Cactus Avenus. Assumes a maximum of three (3) monuments. Assumes four (6) hours.
- c. A post construction corner record will be prepared and filled for all replaced monuments with the County Surveyor as well as the Project Engineer. The corner records will include record data, record reference and street names. Assumes a maximum of three (3) monuments. Assumes four (6) hours.

BASE BID SCHEDULE C – NASON STREET BRIDGE

1. Bridge Layout Staking

- a. Rough Grading – Provide one set of stakes for wing wall and bridge abutment cutbacks. Stakes will be set at an offset agreed to by contractor. Assumes four (4) hours.
- b. Abutment 1 Piles – Consultant will provide one set of stakes for approximately 52 Piles and 13 Battered piles. Two stakes will be set per pile, one at an offset to centerline pile and another for line. Elevations will be provided on stake. Assumes ten (10) hours.
- c. Abutment 2 Piles – Consultant will provide one set of stakes for approximately 53 Piles and 13 Battered piles. Two stakes will be set per pile, one at an offset to centerline pile and another for line. Elevations will be provided on stake. Assumes ten (10) hours.
- d. Wing Wall Abutment 1 – Provide one set of stakes for two (2) wing walls at a location and offset agreed to by contractor. Assumes two (2) hours.
- e. Wing Wall Abutment 2 – Provide one set of stakes for two (2) wing walls at a location and offset agreed to by contractor. Assumes two (2) hours
- f. Control Lines – Establish a control line grid to facilitate the construction of one Bridge over channel line F. Assumes four (4) hours.

2. Utilities Layout

Provide one set of stakes to facilitate the placement on 8 manholes in the bridge concrete decking. Assumes two (2) hours



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3. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes six (6) hours.

BASE BID SCHEDULE D – MORENO MASTER DRAINAGE LINE J

1. Rough Grading

- a. Provide one set of rough grade stakes at intervals of 50' for approximately 350 L.F. with referenced to edge of access road on both sides. If required, this item includes perimeter grade stakes to help facilitate grading within the parkway. This item includes staking for approximately 825 L.F. of top of slope and 450 L.F. of bottom of slope. Assumes twelve (12) hours
- b. Graded Swale Staking – Provide two sets of stakes for approximately 520 L.F. of graded swale. Stakes will be referenced to top or toe of slope with cut/fills to top or toe. Stakes will be set at 50' intervals and at any change of horizontal and vertical direction. Assumes eight (8) hours.
- c. Provide one set of stakes for head wall cutbacks and rip rap locations for grading purposes. Stakes will be set at an offset agreed to by contractor. Assumes four (4) hours.

2. Final Staking for Concrete

Provide one set of stakes for concrete placement. Stakes will be set at top and toe of slope with grades to finish surface. Stakes will be set at 25' intervals and at any change of horizontal and vertical direction. Include staking for the placement of rock on the access road. Assumes eight (8) hours.

3. Storm Drain Staking

- a. Storm Drain Mainline – Provide one set of stakes for approximately 7,340 L.F. of storm drain mainline and 226 L.F. of lateral. Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. Assumes thirty (30) hours.
- b. Manholes and Structures – Provide one set of stakes for approximately 18 manholes and 12 junction structures. Two stakes will be set at each location, one referenced to centerline of manhole/structure and the other for line. Assumes six (6) hours.

4. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes eight (8) hours.

BASE BID SCHEDULE E – SCE UNDERGROUND, CACTUS AVE.

1 SCE-Underground Layout along Cactus Avenue

- a. Mainline Staking – Provide one set of stakes for approximately 5,240 L.F. of conduit. Stakes will be set at 50' intervals with grades to finish surface. Assumes twelve (12) hours.



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- b. Structures/Vaults – Provide one set of stakes for 6 Vaults and 1 Hand-hole locations. Stakes will be referenced to edge of structure and grades to finish surface. Assumes six (6) hours.

2. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes two (2) hours.

ADDITIVE BID ALTERNATE A – MORENO MASTER DRAINAGE LINE J-9

1. Rough and Finish Grading

- a. Provide two set of rough grade stakes for J-9 lateral at intervals of 50' for approximately 315 L.F. with referenced to edge of access road on both sides. If required, this item includes perimeter grade stakes to help facilitate grading within the parkway. This item includes staking for approximately 340 L.F of top of slope and 150 L.F of bottom of slope. Assumes ten (10) hours.
- b. Provide two set of rough grade stakes for J-9F lateral at intervals of 50' for approximately 350 L.F. with referenced to edge of access road on both sides. If required, this item includes perimeter grade stakes to help facilitate grading within the parkway. This item includes staking for approximately 270 L.F of top of slope and 215 L.F of bottom of slope. Assumes ten (10) hours.
- c. Provide two set of rough grade stakes for J-9 lateral at intervals of 50' for approximately 380 L.F. with referenced to edge of access road on both sides. If required, this item includes perimeter grade stakes to help facilitate grading within the parkway. This item includes staking for approximately 375 L.F of top of slope and 225 L.F of bottom of slope. Assumes ten (10) hours.

2. Storm Drain Staking

- a. Storm Drain Mainline – Provide ones set of stakes for approximately 2,480 L.F. of storm drain mainline and 484 L.F. of lateral. Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. Assumes twelve (12) hours.
- b. Manholes and Structures – Provide one set of stakes for approximately 7 manholes and 3 junction drop inlets. Two stakes will be set at each location, one referenced to centerline of manhole/drop inlets and the other for line. Assumes four (4) hours.

3. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes six (6) hours.

ADDITIVE BID ALTERNATE B – NASON STREET LIGHTING SYSTEM

1 Street Lighting System on Nason Street

- a Mainline Staking – Provide one set of stakes for approximately 5,240 L.F. of conduit. Stakes will be set at 50' intervals with grades to finish surface. Assumes twelve (12) hours



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- b. Hand-Hole Stakes – Provide one set of stakes for 25 Hand-hole locations. Stakes will be referenced to edge of structure and grades to finish surface. Assumes six (6) hours.
- 2. **Project Supervision**
Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes two (2) hours.
- 3. **Street Light Staking (Iris Avenue and Nason Street)**
Provide one set of stakes for approximately 54 Street lights. Consultant will provide two (2) stakes per street light with grades referenced to top of curb. Assumes twelve (12) hours.

ADDITIVE BID ALTERNATE D – CACTUS AVENUE LIGHTING SYSTEM

- 1. **Street Lighting System on Cactus Avenue**
 - a. Mainline Staking – Provide one set of stakes for approximately 7,580 L.F. of conduit. Stakes will be set at 50' intervals with grades to finish surface. Assumes fourteen (14) hours
 - b. Hand-Hole Stakes – Provide one set of stakes for 19 Hand-hole locations. Stakes will be referenced to edge of structure and grades to finish surface. Assumes four (4) hours.
- 2. **Project Supervision**
Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes two (2) hours.
- 3. **Street Light Staking**
Provide one set of stakes for approximately 40 Street lights. Consultant will provide two (2) stakes per street light with grades referenced to top of curb. Assumes eight (8) hours.

ADDITIVE BID ALTERNATE G – NASON STREET DOMESTIC WATER

- 1. **Domestic Water Staking**
 - a. Water Mainline – Provide one set of stakes for approximately 5,200 L.F. of water mainline Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. Assumes eighteen (18) hours.
 - b. Services – Provide one set of stakes for approximately 16 super fire hydrants. Stakes will be referenced to centering fire hydrant with grade to top of curb. Provide two stakes for each of the 5 AVAR/CTS units. Assumes six (6) hours.
- 2. **Project Supervision**
Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes four (4) hours.



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ADDITIVE BID ALTERNATE H – CACTUS AVENUE DOMESTIC WATER

1. Domestic Water Staking

- a. Water Mainline – Provide ones set of stakes for approximately 2,900 L.F. of water mainline Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. Assumes twelve (12) hours.
- b. Services – Provide one set of stakes for approximately 5 super fire hydrants. Stakes will be referenced to centerline fire hydrant with grade to top of curb. Provide two stakes for each of the 3 AVAR/CTS units. Assumes four (4) Hours.

2. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes two (2) hours.

**ADDITIVE BID ALTERNATE I-A AND I-B – CACTUS AVENUE AND NASON STREET
RECYCLED WATER**

1. Recycled Water Staking

- a. Water Mainline – Provide ones set of stakes for approximately 11,600 L.F. of water mainline Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. Assumes thirty-six (36) hours.
- b. Services – Provide one set of stakes for approximately 15 blow offs. Stakes will be referenced to centerline fire hydrant with grade to top of curb. Provide two stakes for each of the 3 AVAR/CTS units. Assumes six (6) Hours.

2. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes six (6) hours.

ADDITIVE BID ALTERNATE K – INTERIM STORM DRAIN LINE “F” CHANNEL

1. Rough and Finish Grading

Consultant will provide two set of stakes to facilitate the grading of the channel. First set of stakes will be set at 50' intervals and referenced to either top or toe of slope for approximately 500 L.F top of slope for rough grading purpose. Second set of stakes will be set at 25' intervals referenced to either top or toe of slope for approximately 500 L.F top of slope for final grading purpose. Assumes four (4) hours.

2. Final Channel Staking – Concrete

Consultant will provide three (3) sets of stakes for facilitate the construction of the concrete channel. One set of stakes will be referenced to top of slope, second set referenced toe of slope and third set on centerline of channel. Stakes will be set at 25' intervals and at any change of direction for



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approximately 500 L.F. of top, 500 L.F. of toe and 500 L.F. of channel centerline. This item also includes staking for the 12 access ramps. Assumes eight (8) hours.

3. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes two (2) hours.

ADDITIONAL ITEMS OF WORK REQUESTED BY CITY -

1. Additional Items of Work as Requested

Include an additional cost, of a two-man survey crew and field supervisor to verify grades, re-staking or provide miscellaneous stakes and or as-builts as directed by the City of Moreno Valley inspector. This fee would only be charged if the City request additional work. A signed time slip, by a City of Moreno Valley Inspector, will be provided with invoicing. Assumes one-hundred and sixty (160) hours of 2-man crew and fifty-five (55) hours of field supervisor.

OPTIONAL ITEMS -

ADDITIVE BID ALTERNATE E – NASON STREET SEWER IMPROVEMENTS

1. Sanitary Sewer Staking

- a. Sewer Mainline – Provide ones set of stakes for approximately 4,000 L.F. of storm drain mainline. Stakes will be set at 25' intervals and at any change in horizontal and vertical direction. Assumes sixteen (16) hours.
- b. Manholes and Cleanouts – Provide one set of stakes for approximately 7 manholes and 3 cleanouts. Two stakes will be set at each location, one referenced to centerline of manhole/drop inlets and the other for line. Assumes four (4) hours.

2. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes two (2) hours.

ADDITIVE BID ALTERNATE J – MASTER PLANNED STORM DRAIN LINE “F” CHANNEL

1. Rough and Finish Grading

Consultant will provide two set of stakes to facilitate the grading of the channel. First set of stakes will be set at 50' intervals and referenced to either top or toe of slope for approximately 9,000 L.F top of slope for rough grading purpose. Second set of stakes will be set at 25' intervals referenced to either top or toe of slope for approximately 9,000 L.F top of slope for final grading purpose. This includes staking for 12 Access Ramps. Assumes fifty-six (56) hours.



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2. Final Channel Staking – Concrete

Consultant will provide three (3) sets of stakes for facilitate the construction of the concrete channel. One set of stakes will be referenced to top of slope, second set referenced toe of slope and third set on centerline of channel. Stakes will be set at 25' intervals and at any change of direction for approximately 9,000 L.F. of top, 9,000 L.F. of toe and 4,500 L.F. of channel centerline. This item also includes staking for the 12 access ramps. Assumes eighty-four (84) hours.

3. Fence Stakes

Provide one set of stakes to facilitate the construction of approximately 8,100 L.F of fencing. Stakes will set at 50' intervals and at any change of vertical and horizontal direction. Assumes sixteen (16) hours.

4. Storm Drain Pipe and Structures

Consultant will provide one set of stakes for various sizes of pipes. Stakes will be set of 25' intervals and at any change of direction for approximately 1,200 L.F. of RCP pipe. This item also includes staking for RipRap and 9 junction structures. Assumes twenty-two (22) hours.

5. Project Supervision

Provide the proper coordination and supervision of the field crew for the duration of the surveying work on this project. This item includes scanning and sending cut sheets and field data/notes to the City of Moreno Valley Inspector and Project Manager. For bidding purpose assumes 1.0 hours for each 8 hour crew day. Assumes eighteen (18) hours.



RESOURCE MATRIX

BASE BID SCHEDULES

BASE BID "A"

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Survey Control	Field Survey Crew	20
Rough and Finish Grading	Field Survey Crew	54
Curb Staking	Field Survey Crew	30
Fencing Stakes	Field Survey Crew	12
Storm Drain Staking	Field Survey Crew	20
Certifications	Field Survey Crew	16
Meetings and Supervision	Field Supervisor & Mapping Director	58
Office Calculations	Associate & Principal Survey Analysts	18
Corner Records – Field Work	Field Survey Crew	6
Corner Records – Office Support	Associate & Principal Survey Analysts	4
	TOTAL HOURS	238

BASE BID "B"

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Survey Control	Field Survey Crew	20
Rough Grading	Field Survey Crew	94
Chain Link Fence Staking	Field Survey Crew	16
Curb Staking	Field Survey Crew	66
Storm Drain Staking	Field Survey Crew	22
Certifications	Field Survey Crew	28
Meetings and Supervision	Field Supervisor & Mapping Director	70
Office Calculations	Associate & Principal Survey Analysts	24
Corner Records – Field Work	Field Survey Crew	8
Corner Records – Office Support	Associate & Principal Survey Analysts	6
	TOTAL HOURS	354



RESOURCE MATRIX

BASE BID "C"

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Bridge Layout	Field Survey Crew	36
Manholes	Field Survey Crew	2
Meetings and Supervision	Field Supervisor & Mapping Director	6
	TOTAL HOURS	44

BASE BID "D"

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Storm Drain Line "J" Staking	Field Survey Crew	36
Access Road for Headwall Staking	Field Survey Crew	24
Final Staking	Field Survey Crew	8
Meetings and Supervision	Field Supervisor & Mapping Director	8
	TOTAL HOURS	76

BASE BID "E"

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Electric Staking	Field Survey Crew	18
Meetings and Supervision	Field Supervisor & Mapping Director	2
	TOTAL HOURS	20

BASE BIDS TOTAL HOURS 732



RESOURCE MATRIX

ADDITIVE BID SCHEDULES

ADDITIVE BID “A”

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Storm Drain Line “J-9” Staking	Field Survey Crew	16
Access Roads Staking	Field Survey Crew	30
Meetings and Supervision	Field Supervisor & Mapping Director	6
	TOTAL HOURS	52

ADDITIVE BID “B”

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Electric Utility Staking	Field Survey Crew	18
Street Lighting	Field Survey Crew	12
Meetings and Supervision	Field Supervisor & Mapping Director	2
	TOTAL HOURS	32

ADDITIVE BID “D”

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Electric Line for Street Light Staking	Field Survey Crew	18
Street Lighting	Field Survey Crew	8
Meetings and Supervision	Field Supervisor & Mapping Director	2
	TOTAL HOURS	28

ADDITIVE BID “G”

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Domestic Water Improvements – Nason Street	Field Survey Crew	26
Meetings and Supervision	Field Supervisor & Mapping Director	4
	TOTAL HOURS	30



RESOURCE MATRIX

ADDITIVE BID "H"

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Domestic Water Improvements – Nason Street	Field Survey Crew	16
Meetings and Supervision	Field Supervisor & Mapping Director	2
	TOTAL HOURS	18

ADDITIVE BID "I"

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Recycled Water Improvements Cactus-Nason	Field Survey Crew	42
Meetings and Supervision	Field Supervisor & Mapping Director	6
	TOTAL HOURS	48

ADDITIVE BID "K"

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Storm Drain Line "F" Channel Protection	Field Survey Crew	12
Meetings and Supervision	Field Supervisor & Mapping Director	2
	TOTAL HOURS	14

ADDITIVE BIDS TOTAL HOURS 222

ADDITIONAL WORK REQUESTED BY CITY

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Additional Services Requested by City	Field Survey Crew	160
Office Support and Coordination	Field Supervisor & Mapping Director	55
	TOTAL HOURS	215

ADDITIONAL WORK TOTAL HOURS 215





RESOURCE MATRIX

OPTIONAL ITEMS

ADDITIVE BID “E”

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Sewer Improvement – Nason Street	Field Survey Crew	20
Meetings and Supervision	Field Supervisor & Mapping Director	2
	TOTAL HOURS	22

ADDITIVE BID “J”

<u>TASK DESCRIPTION</u>	<u>ASSIGNED JOB TITLE</u>	<u>HOURS</u>
Storm Drain Line “F” Channel Imp. Staking	Field Survey Crew	14
Rough Grade Staking	Field Survey Crew	56
Storm Drain Staking	Field Survey Crew	22
Final Stakes – Concrete Staking	Field Survey Crew	84
Meetings and Supervision	Field Supervisor & Mapping Director	18
	TOTAL HOURS	194

OPTIONAL ITEMS TOTAL HOURS 216



CACTUS - NASON ST IMP ~ PROJECT NO. 12-12599520

HOURLY RATE SHEET – CALIFORNIA OFFICES

January 1, 2012 – Completion of Project No. 12-12599520

Principal Consultant (Special Projects)	\$ 225.00	Principal Landscape Architect.....	\$195.00
Principal.....	205.00	Associate Landscape Architect.....	140.00
Associate Principal	190.00	Principal Project Landscape Architect/Manager.....	125.00
Associate/Manager	175.00	Associate Project landscape Architect/Manager	115.00
Expert Witness.....	300.00	Assistant Project Landscape Architect/Manager	105.00
Court Appearance per half day or part	1,200.00	Principal Landscape Designer	97.00
Principal Project Engineer/Manager.....	150.00	Associate Landscape Designer	92.00
Associate Project Engineer/Manager.....	140.00	Assistant Landscape Designer.....	87.00
Assistant Project Engineer/Manager	130.00	Principal Landscape Drafter.....	76.00
Principal Engineering Designer.....	115.00	Associate Landscape Drafter.....	71.00
Associate Engineering Designer	107.00	Assistant Landscape Drafter.....	65.00
Assistant Engineering Designer	100.00	Photogrammetry Supervisor.....	\$135.00
Principal Engineering Drafter	95.00	Principal Photogrammetrist.....	110.00
Associate Engineering Drafter.....	85.00	Associate Photogrammetrist.....	100.00
Assistant Engineering Drafter.....	75.00	Assistant Photogrammetrist.....	95.00
Principal Construction Engineer/Manager	\$150.00	GIS Manager.....	\$150.00
Associate Construction Engineer/Manager.....	140.00	Principal GIS Analyst	\$105.00
Assistant Construction Engineer/Manager.....	130.00	Associate GIS Analyst	100.00
Principal Construction Technician	115.00	Assistant GIS Analyst.....	93.00
Associate Construction Technician	107.00	Principal Computer Graphics Editor.....	95.00
Assistant Construction Technician	100.00	Associate Computer Graphics Editor.....	85.00
Assistant Construction Technician	100.00	Assistant Computer Graphics Editor.....	75.00
Senior Transportation/Traffic Engineer	\$185.00	Field Supervisor.....	\$120.00
Principal Transportation/Traffic Engineer	150.00	One-person Survey Party (prevailing wage rate).....	120.00
Associate Transportation/Traffic Engineer	140.00	Two-person Survey Party (prevailing wage rate).....	185.00
Assistant Transportation/Traffic Engineer	130.00	Three-person Survey Party (prevailing wage rate).....	300.00
Principal Transportation/Traffic Designer	115.00	3D Laser Scanning Crew (One-Person).....	\$200.00
Associate Transportation/Traffic Designer.....	107.00	3D Laser Scanning Crew (Two Person)	240.00
Assistant Transportation/Traffic Designer.....	100.00	3D Laser Scanning Crew (Three Person).....	270.00
Director of Planning.....	\$180.00	Principal 3D Laser Scanning Project Manager	\$150.00
Principal Project Planner.....	170.00	Associate 3D Laser Scanning Project Manager	140.00
Senior Project Planner.....	130.00	Assistant 3D Laser Scanning Project Manager.....	130.00
Assistant Project Planner	120.00	Principal 3D Laser Scanning Specialist.....	\$115.00
Senior Planner.....	125.00	Associate 3D Laser Scanning Specialist.....	107.00
Associate Planner	107.00	Assistant 3D Laser Scanning Specialist.....	100.00
Assistant Planner.....	100.00	Principal 3D Laser Scanning Technician.....	\$95.00
Senior Planning Technician	95.00	Associate 3D Laser Scanning Technician.....	85.00
Associate Planning Technician.....	85.00	Assistant 3D Laser Scanning Technician.....	75.00
Assistant Planning Technician.....	75.00	Computing & Mapping Director	\$120.00
Planning Assistant.....	65.00	Principal Survey Analyst.....	105.00
Principal Water Resources Designer	\$115.00	Associate Survey Analyst.....	105.00
Associate Water Resources Designer	107.00	Assistant Survey Analyst	105.00
Assistant Water Resources Designer	100.00	Associate Project Administrator	\$60.00
Associate Environmental Project Manager	\$125.00	Assistant Project Administrator	50.00
Assistant Environmental Project Manager.....	115.00	Administrative Assistant.....	60.00
Principal Environmental Specialist.....	107.00		
Associate Environmental Specialist.....	102.00		
Assistant Environmental Specialist.....	97.00		
Environmental Technician.....	74.00		

When authorized, overtime shall be charged at the listed rates times 1.3.
 Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.
 A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.



EDUCATION

California State Polytechnic University, Pomona
B.S. Construction Engineering, 1978

REGISTRATION

Registered Professional Engineer
California, No. 33591
Arizona, No. 20021

U.S. Green Building Council Leadership in Energy and Environmental Design Accredited Professional



YEARS OF EXPERIENCE

31

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

American Council of Engineering Companies – California (ACEC-CA)

City of Riverside Public Utilities, Past Board Chairman

Riverside Chamber Economic Development Council, Chairman

California Baptist University School of Engineering Advisory Committee

Leadership Riverside Past Chairman

Riverside YWCA, Board Member

Raincross Group Member

Monday Morning Group, Director

City of Riverside Planning Commission

Bob Stockton has been Principal-in-Charge of Rick Engineering's Riverside office since opening it in 1987. Stockton received his B.S. in Construction Engineering in 1978 at California State Polytechnic University, Pomona. He is a Registered Civil Engineer in the states of California and Arizona, and a LEED Accredited Professional. Stockton has been Principal-in-Charge of numerous large and complex private and public sector projects. He directs and supervises a staff of project engineers, designers, landscape architects, and surveyors. His responsibilities include coordination of projects with clients and public agencies, as well as supervision of all work performed by his team.

Stockton is highly experienced in all aspects of civil engineering and surveying related to land and site development. His 30 years of experience include the design of roads, drainage systems, sewer systems, water systems, grading, and right of way surveys and mapping. In addition, he regularly represents public agencies as an expert witness.

Stockton is the Chair of the City of Riverside's Board of Public Utilities and is active in national, state, and regional power and water issues. He has been the Riverside Public Utilities representative on the Western Municipal Water District – City of Riverside Ad Hoc Committee for the last six years. Bob also serves on the East Hills Chamber Board, the Riverside YWCA Board, the California Baptist University School of Engineering Advisory Committee, and is the current Chair of Leadership Riverside.

His experience and knowledge as a Civil Engineer and a LEED AP provides valuable insight for both his clients and in his community involvement.



PROJECT ASSIGNMENT

Chief of Parties
Field Supervisor

EDUCATION

L.S.I.T., 2006

AS Surveying Engineering
Fullerton College

GPS Certificate
University of California Riverside

Hazardous Materials Training
Certified

*(Currently pursuing a California Land
Surveyor License)*

YEARS OF EXPERIENCE

13

Matthew Reiner is a Party Chief and Field Supervisor at the Riverside office of Rick Engineering Company. He coordinates and schedules survey crews to jobsites daily, submits proposals for construction staking and meets with job site superintendents. Other duties include preparing data for engineering and mapping departments, researching legal descriptions, tract maps and records of survey, GPS reduction and all boundary work. He is knowledgeable with a variety of instruments and equipment including Topcon GTS803, Leica-Wild and Trimble 5700/5800 GPS receiver with Trimble TSC1, Ranger.

During the course of his work, Mr. Reiner employs many different software packages include but not limited to Microstation, InRoads Trimble Geomatics Office, and ArcMap.

He has experience with many phases of survey construction including residential and non-residential, multi-family, commercial and industrial projects.

A few of Mr. Reiner's representative projects include:

- **City of Brea Monument Replacement** - Provided surveying services to replace forty-two (42) survey monuments that were destroyed during construction. The pavement rehabilitation consisted of grinding and overlay asphalt, handicap ramp construction and remove and replace curb and gutter.
- **Kitching Street Improvements** - Provided professional surveying services for the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard in the City of Moreno Valley, California. The project consisted of the construction of street improvements, traffic signals, street lighting, drainage improvements, retaining walls, pedestrian bridge widening and monument preservation.
- **City of Lynwood Monument Preservation** – Consisted of Monument preservation/replacement and construction staking.

Other projects completed before Mr. Reiner's tenure with Rick Engineering Company are:

- 36" Directional drill at Pier A at the Long Beach Harbor using GPS for control
- Staking, as-builts and freeway monitoring for 8-inch hydrogen pipeline project in Carson, CA
- Alameda Corridor – Right-Of-Way survey and topography on BNSF Railroad property
- 13 miles of pipeline staking and as-builts for the Southern California Gas Company, line 6900, includes legal description and plat preparation for Right-Of-Way acquisitions

PROJECT ASSIGNMENT

Surveying & Mapping

REGISTRATION

Registered Professional
Land Surveyor
California, # 6242

YEARS OF EXPERIENCE

31

PROFESSIONAL AFFILIATIONS

Immediate Past President of San
Diego Chapter California Land
Surveyor's Association (CLSA)

Donald D. Woolley is a Principal of Rick Engineering Company and Vice President in charge of Surveying, Computing & Photogrammetry at Rick Engineering Company's San Diego office. In this position he coordinates all field surveys, office geometric calculations, record map preparation, and aerial mapping services, as well as, directs the respective personnel. Mr. Woolley is also responsible for preparation of all department proposals and for the research, acquisition, and implementation of new field related technologies.

Mr. Woolley has been in the land-surveying field since 1978 and acquired his California Land Surveyors License in 1989. Prior to coming to Rick Engineering Company he worked extensively in many of the western United States, as well as, completed two international assignments. He studied at Idaho State University, University California at Riverside, and University of California at Fresno focusing on both technical and management courses and is continuously involved in upgrading his education.

He joined Rick Engineering Company in 1987 as a Field Surveyor then transferred to the Riverside office to establish and manage the Survey Department in 1989. In 1995 he returned to the San Diego office to serve as a Survey Supervisor and in July of 2005 took over management duties for the Surveying, Computing & Photogrammetry divisions.

A few of Mr. Woolley's representative projects include:

- **STATE ROUTE 74 - RIVERSIDE COUNTY, CA:** Performed for the Riverside County Transportation Commission, served as Project Manager for aerial mapping of an 11-mile portion of State Route 74 from I-15 to the City of Perris city limits. Work was performed to Caltrans surveying and mapping specifications. Another aspect of this project included performing land net ties for 8.5 miles of highway and 482 properties adjacent to State Route 74.
- **CALTRANS DISTRICT 08 ON-CALL SURVEY SERVICES – RIVERSIDE AND SAN BERNARDINO COUNTIES, CA:** Project Manager directing all field surveying services for "On-call" Construction and Design Surveys Contract No. 08G930. Tasks included ramp widenings on I-10, and terrain line interpolation surveys on Highway 83 and Highway 247.
- **INLAND FEEDER – SAN BERNARDINO AND RIVERSIDE COUNTIES, CA:** Performed for MWD, served as survey coordinator for the GPS survey of over 130 aerial control points for the 11 mile pipeline corridor leading to Diamond Valley Lake in Hemet.
- **CARMEL VALLEY ROAD - DEL MAR, CA:** Project Manager for the aerial mapping, supplemental design surveys, and construction staking for the widening of Carmel Valley Road from Black Mountain Road to existing State Highway 56.
- **CITY OF TEMECULA, CA:** Field Survey Coordinator for the realignment and construction of Margarita Road in the City of Temecula

PROJECT ASSIGNMENT

Mapping Supervisor

REGISTRATIONRegistered Professional
Land Surveyor
California, #8805**EDUCATION**Attended Survey Classes
University of California
Riverside
Rancho Santiago
Community College
Riverside Community
College**YEARS OF EXPERIENCE**

25

PROFESSIONAL AFFILIATIONSCalifornia Land Surveyors
Association

William F. Rohal is Mapping Supervisor at the Riverside office of Rick Engineering Company. He directs staff in reduction of field data, boundary and right-of-way analysis for a variety of mapping projects. Other office duties include layout and direction of staff in preparation of legal descriptions, plats, tract maps, parcel maps, records of survey and ALTA surveys. Mr. Rohal has extensive experience in performing and directing staff in research and the processing of all of Rick Engineering's Inland Empire projects.

A few of Mr. Rohal's representative projects include:

- **CALTRANS, DISTRICT 08 CONTRACT #08G016 & 08G888** - In charge of research, reduction and layout of right-of-way and utility mapping on I-10, I-15, Hwy 60, Hwy 91, and Hwy 79 as part of two right-of-way engineering services contracts.
- **RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) AGREEMENT NO. 91-06** - Conducted research and reduced data for right-of-way field surveying contract for State Route 74. Project included alignment surveying for 8.5 miles of right-of-way and 482 property surveys adjacent to State Route 74.
- **SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) CONTRACT 93.007** - Coordinated research and map layout for utility surveys, right-of-way mapping, and related documents on various portions of Route 30.
- **RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) AGREEMENT RO-93-30** - Survey Analyst for right-of-way engineering contract for State Route 74. Project included right-of-way engineering for 3.4 miles of the corridor, including complete legal descriptions, plats, right-of-way maps and sales maps for acquisition purposes of 138 lots.
- **MORENO VALLEY RANCH** - Directed field survey for 950-acre aerial mapping, boundary and ALTA survey. Also directed mapping, boundary analysis and control reduction for existing parcels/planning areas and subsequently processed as subdivision maps with improvements
- **INDIAN RIDGE COUNTRY CLUB** - Lead Survey Analyst/Project Surveyor for a 640-acre residential development, which included 2-18 hole golf courses.
- **SYCAMORE CREEK, SOUTHWEST RIVERSIDE COUNTY** - Survey coordinator for a 760-acre boundary survey, $\pm 10,000$ foot on-site/off-site street dedication, legal and plats, Lee Lakes Water District 1300' facility relocation (legal, plat and construction into future street alignments). Approximately 18 County Service Area storm drain easements.

PROJECT ASSIGNMENT

Director of Photogrammetry

EDUCATION

B.S. in Photogrammetry and Surveying, 1980
California State University at Fresno

REGISTRATION

Registered Professional Land Surveyor
California, #6010
Arizona, #26045

Certified (ASPRS)
Photogrammetrist,
#R1032

YEARS OF EXPERIENCE

34

PROFESSIONAL AFFILIATIONS

American Society for
Photogrammetry & Remote
Sensing (ASPRS)

American Congress on Surveying
and Mapping

Past President – San Diego
Chapter of the California Land
Surveyors Association (CLSA)

Secretary – (CLSA)
State Organization

James W. Arnold is the Photogrammetry Supervisor and an Associate at Rick Engineering Company's San Diego office. He is a registered Professional Land Surveyor in responsible charge of the management and quality assurance of all mapping and photogrammetry projects processed by Rick Engineering Company's Photogrammetry Division.

Mr. Arnold has extensive practical and theoretical experience in surveying, mapping, photogrammetry, and computer systems. This background provides him with insight into efficient, innovative ways to use computers to best meet client needs. Mr. Arnold has applied this expertise to numerous projects in both the private and public sectors.

A few of Mr. Arnold's representative projects include:

- **CITY OF SAN DIEGO ON-CALL TOPOGRAPHIC MAPPING SERVICES – SAN DIEGO, CA:** For well over 10 years, on-call topographic mapping services have been provided to the City of San Diego by Rick Engineering Company. These services have included photography, topographic mapping, volume calculations, and digital orthophotos. These projects are typically compiled at a scale of 1"=40', with a one-foot contour interval. Terrain surfaces are captured using DTM techniques. Digital orthophotos of the highest image quality had been produced for many of these projects. We provided reservoir volumes using custom-designed software for several of the City-owned lakes within San Diego County.
- **COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY – COUNTY OF LOS ANGELES, CA:** Supervised aerotriangulation, aerial photography, and topographic mapping for numerous mapping projects. To date, over 40 projects have been successfully completed for the Districts. Photography has typically been flown at a scale of 1" = 300' to compile mapping at a scale of 1" = 40', with one-foot contour intervals. Also performed for the County are aerial surveys, other landfills and scales as small as 1" = 200', with five-foot contour intervals. Final deliverables include MicroStation design files. Also provided technical expertise and conducted seminars to educate employees at the Districts.
- **EAGLE CREST – ESCONDIDO, CA:** Provided photogrammetrically compiled cross-sections for a HEC-2 analysis. Forty-seven cross-sections were stereo-compiled from 1:4,560-scale aerial photography. Also digitized cross-section endpoints were input to the stereoplotter, which in turn moved precisely along this predetermined line allowing stereocompilation of inflections in the terrain. These cross-section profiles were then converted into a HEC-2 format for subsequent water surface analysis by Rick Engineering's Water Resources Division.
- **PALOMAR AIRPORT ROAD – CARLSBAD, CA:** Provided oversight for the aerotriangulation, stereo compilation, and terrain model generation for a 5,000-foot portion of Palomar Airport Road. DTM methods were used to collect the terrain features. The ground surface was appropriately blanketed with breaklines and spot elevations from which a terrain model was produced and two-foot contours were generated.



PROJECT ASSIGNMENT

Associate Survey Analyst

EDUCATION

Riverside Community College
San Bernardino Community College
University of California
Riverside

YEARS OF EXPERIENCE

22

Darla Clauson is an Associate Survey Analyst at the Riverside Office of Rick Engineering Company. She works primarily with the Mapping and Computing Division in preparing tract maps, records of survey, ALTA Surveys. As a support for various projects, she has prepared Legal Descriptions and Plat for Easements, Rights of Ways, Parcel Exchanges, Parcel Mergers, Lot Line Adjustments and Annexations. She has repeatedly won Rick Engineering Company's quarterly CADD award for mapping products.

A few of Darla Clauson's representative projects include:

- **County Sanitation Districts of Los Angeles County** - CADD Operator for numerous project involving the rehabilitation and replacement/upgrade of District sewers. Projects involved producing topographic, utility and right-of-way drawings per District standards.
- **University Village** - CADD Supervisor for preparation of ALTA and various legal descriptions, plats and legals.
- **City of Yucaipa, Chapman Heights Extension** - Project Manager in charge of preparing an alignment study and engineering design for the extension of Chapman Heights Road from the westerly terminus of Chapman Heights Road, westerly approximately 4,500 feet to Sand Canyon Road, within the City of Yucaipa.
- **San Bernardino Associated Governments (SANBAG) Contract 93007** - CADD Supervisor for utility, right-of-way mapping and acquisition document contracts on various segments of State Route 30.
- **Caltrans, District 08, Contract #08G016 & 08G888** - CADD Supervisor for two on-call right-of-way engineering contracts. Tasks included utility mapping and right-o-way mapping projects on various highways in San Bernardino and Riverside Counties.

PROJECT ASSIGNMENT

Principal Survey Analyst

REGISTRATION

Registered Professional
Land Surveyor
California, #8385

EDUCATION

BS Surveying Engineering from
California State University Fresno
GIS certificate from UC Riverside

YEARS OF EXPERIENCE

10

Stephen Pyle is an Associate Survey Analyst based in the Riverside office of Rick Engineering Company. Mr. Pyle has 7 yrs. of field and office experience and is responsible for coordinating office and field surveying and Aerial Mapping Control including Airborne G.P.S, boundary and right of way, surveys, topographic surveys and construction surveys. Other office duties include Trimble Geomatics office to calculate the Horizontal & Vertical Control using C.O.R.S. stations, preparing record of survey and ALTA Surveys and using GIS for planning and ownership exhibits.

During the course of his work, Mr. Pyle employs many different software packages include but not limited to Microstation, InRoads Trimble Geomatics Office, and ArcMap.

A few of Mr. Pyle's representative projects include:

- **EAGLE VALLEY** – Calculated boundary and easement locations from record maps and property reports. Coordinate field surveys for boundary location and aerial topography. Used GIS to create various ownership exhibits composed of various sources of purchased and in-house data.
- **MOTTE RANCH** – Research and calculation of boundary and easements locations from record and property reports. Ownership and planning exhibits using in-house CAD drawings and purchased Riverside County GIS information.
- **MORGAN HILL** – Calculated boundary, easement, centerline and lots for subdivision parcel maps. Calc'd building corner and sewer and water points for construction. Created planning maps of area to coordinate further subdivision of neighboring parcels.
- **RANCHO PAVOREAL** – Calculated boundary and easement from record maps. Coordinate aerial photography and control surveys for the boundary.
- **RIVERSIDE CITY FIRE STATIONS 3 SITES** – Calculated boundary and esement from surveyed data and record maps. Processed field topo for use by engineers. Created GIS exhibits for planning purposes. Calculated building, water and sewer coordinates for construction surveys.
- **TEMEKU GOLF COURSE** – Lot line adjustment for new club house. Created plats and metes and bounds descriptions for adjusted lots. Calculated positions for new corn monumentation.
- **DESERT COVE GOLF COURSE**– Calculated boundary and easements from record maps and property reports. Coordinated and conducted field surveys using GPS for boundary location.

LIST OF SUBCONSULTANTS

PROJECT NAME: Cactus Avenue / Nason Street Improvements

PROJECT NO: 12-12599520

CONSULTANT NAME: Rick Engineering Company

NAME Skyview Aerial Photo, Inc	LICENSE REGISTRATION NO.
TELEPHONE 949-498-9757	DESCRIPTION OF SUBCONSULTANT'S WORK Aerial Flight Photography
ADDRESS 1050 Calle Cordillera, Suite 104 San Clemente, CA 92673	

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

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name None	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name None	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		


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

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name None	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name None	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action: <i>Not Applicable</i></p> <p><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> <p style="text-align: right;"><i>Applicable: No lobbying activities are performed on the federal level.</i></p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award</p> <p style="text-align: center;"><i>Not Applicable</i></p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p> <p style="text-align: center;"><i>Not Applicable</i></p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;"><i>Not Applicable</i></p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</p> <p style="text-align: center;"><i>Not Applicable</i></p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p> <p style="text-align: center;"><i>Not Applicable</i></p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: center;"><i>Not Applicable</i></p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p> <p style="text-align: center;"><i>Not Applicable</i></p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ <i>Not Applicable</i></p>	
<p>10. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p style="text-align: center;"><i>Not Applicable</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):</p> <p style="text-align: center;"><i>Not Applicable</i></p>	
<p>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.</p>	<p>Signature: </p> <p>Print Name: <u>Robert Stockton, RCE 33591</u></p> <p>Title: <u>Principal, Vice President</u></p> <p>Telephone No.: <u>951-782-0707</u> Date: <u>2/1/2012</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

Standard Form LLL Rev. 06-04-90

F:\13647Z-MLA\2008\City of Moreno Valley\Annual On-Call RFQ\Discipline K - Surveying\Lobbying & Contracts Cert.doc

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year January 1, 2012 to December 31, 2012)

I, , hereby certify on behalf

of The City of Moreno Valley, 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, of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 1st day of February, 2012.

By:



Robert Stockton, RCE, Principal



NOT-TO-EXCEED FEE SCHEDULE

BASE BID SCHEDULE A

1. Meeting and Supervision	\$6,960.00
2. Office Calculations	\$1,890.00
3. Survey Control	\$3,700.00
4. Rough and Finish Grade Stake	\$9,990.00
5. Roadway Stakes	\$5,550.00
6. Fence Staking	\$2,220.00
7. Storm Drain Stakes	\$3,700.00
8. Roadway Certifications (Base Only)	\$2,960.00
9. Monument Ties	\$1,580.00
TOTAL	\$38,550.00

BASE BID SCHEDULE B

1. Meeting and Supervision	\$8,400.00
2. Office Calculations	\$2,520.00
3. Survey Control	\$3,700.00
4. Rough and Finish Grade Stake	\$17,390.00
5. Roadway Stakes	\$12,210.00
6. Fence Staking	\$2,960.00
7. Storm Drain Stakes	\$4,070.00
8. Roadway Certifications (Base Only)	\$5,180.00
9. Monument Ties	<u>\$2,370.00</u>
TOTAL	\$58,880.00





BASE BID SCHEDULE C

1. Bridge Layout Staking.....	\$6,660.00
2. Utilities Layout.....	\$370.00
3. Project Supervision	<u>\$720.00</u>
TOTAL	\$7,750.00

BASE BID SCHEDULE D

1. Rough Grade Stakes.....	\$4,440.00
2. Final Concrete Stakes.....	\$1,480.00
3. Storm Drain Stakes	\$6,660.00
4. Project Supervision	<u>\$960.00</u>
TOTAL	\$13,540.00

BASE BID SCHEDULE E

1. Electric Conduit Stakes	\$3,330.00
2. Project Supervision	<u>\$240.00</u>
TOTAL	\$3,570.00

ADDITIVE BID ALTERNATE A

1. Rough and Finish Grade Stakes.....	\$5,550.00
2. Storm Drain Stakes	\$2,960.00
3. Project Supervision	<u>\$720.00</u>
TOTAL	\$9,230.00

ADDITIVE BID ALTERNATE B

1. Electric Conduit Stakes	\$3,330.00
2. Project Supervision	\$240.00
3. Street Light Staking.....	<u>\$2,220.00</u>
TOTAL	\$5,790.00





ADDITIVE BID ALTERNATE D

1. Electric Conduit Stakes	\$3,330.00
2. Project Supervision	\$240.00
3. Street Light Staking	<u>\$1,480.00</u>
TOTAL	\$5,050.00

ADDITIVE BID ALTERNATE G

1. Water Stakes	\$4,810.00
2. Project Supervision	<u>\$480.00</u>
TOTAL	\$5,290.00

ADDITIVE BID ALTERNATE H

1. Water Stakes	\$2,960.00
2. Project Supervision	<u>\$240.00</u>
TOTAL	\$3,200.00

ADDITIVE BID ALTERNATE I-A AND I-B

1. Water Stakes	\$7,770.00
2. Project Supervision	<u>\$720.00</u>
TOTAL	\$8,490.00

ADDITIVE BID ALTERNATE K

1. Rough and Finish Grade Stakes	\$740.00
2. Final Concrete Staking	\$1,480.00
3. Project Supervision	<u>\$240.00</u>
TOTAL	\$2,460.00

SUB TOTAL WITH BASE BIDS AND ADDITIVES \$161,800.00





ADDITIONAL ITEMS OF WORK AS REQUESTED BY CITY

1. Re-Stake/As-builts and unforeseen Work.....	\$36,200.00
GRAND TOTAL WITH BASE BIDS AND ADDITIVES	\$198,000.00

OPTIONAL ITEMS

ADDITIVE BID ALTERNATE E

1. Sewer Stakes	\$3,700.00
2. Project Supervision	<u>\$240.00</u>
TOTAL	\$3,940.00

ADDITIVE BID ALTERNATE J

1. Rough and Finish Grade Stakes.....	\$10,360.00
2. Final Concrete Staking.....	\$15,540.00
3. Fence Stakes	\$2,590.00
4. Storm Drain Stakes	\$4,070.00
5. Project Supervision	<u>\$2,160.00</u>
TOTAL	\$34,720.00



CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

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

Exhibit "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$201,940 which includes all work items related to the Base Bid Schedules A through E, and Additive Alternates "A" through "E," "G" through "I-B," "K," and additional items of work as requested by the City for the Cactus Avenue/Nason Street Improvement Project.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

Exhibit "D"

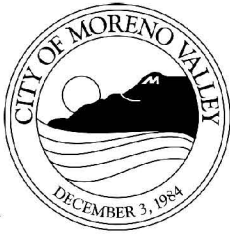
Exhibit "D"
Terms of Payment

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

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\PROJECTS\Wren - 11-12599520 - Highland Fairview Cactus and Nason\CC Reports\Notice of Award Survey - 3-13-12\2-1-12 Agreement-Rick Engineering- Cactus-Nason.doc

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

Report to City Council

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

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

AGENDA DATE: March 13, 2012

TITLE: APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES WITH LEIGHTON CONSULTING, INC. FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT, CACTUS AVENUE FROM LASSELLE STREET TO NASON STREET, AND NASON STREET FROM CACTUS AVENUE TO IRIS AVENUE
PROJECT NO. 12-12599520

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Professional Consultant Services for construction material testing and geotechnical services with Leighton Consulting, Inc., 41715 Enterprise Circle N., Suite 103, Temecula, CA 92590-5661, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue.
2. Authorize the City Manager to execute an agreement with Leighton Consulting, Inc. 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 the issuance of a Purchase Order to Leighton Consulting, Inc. in the amount of \$322,944 when the Agreement has been signed by all parties.

5. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Leighton Consulting, Inc., within the Purchase Order amount, subject to the approval of the City Attorney.

BACKGROUND

The project construction includes street improvements on Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue. In general, the proposed improvements include curb, gutter, street pavement reconstruction and widening, sidewalk, water, sewer, reclaimed water and master planned storm drain improvements, traffic signal work, a bridge along Nason Street over flood control channel Line F, construction of a small portion of flood control channel Line F, and undergrounding of Southern California Edison's facilities.

The project construction bids were opened on February 15, 2012, and the construction contract award is scheduled for City Council consideration on March 13, 2012.

DISCUSSION

On January 18, 2012, staff solicited proposals from professional material testing and geotechnical consultants. The City advertised/published and distributed the Request for Proposal. On February 1, 2012, the City received seven (7) proposals. A selection team of staff reviewed the proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel on projects, and project approach/understanding. Leighton Consulting, Inc. was selected as the most qualified firm.

Staff has completed negotiations with the top-ranked firm and recommends awarding a professional consultant services agreement for construction related geotechnical and materials testing services to Leighton Consulting, Inc. in the amount of \$322,944 that includes all work items related to the Base Bid Schedules A through E and Additive Alternates "A" through "E," "G" through "I-B" and "K" of the Cactus Avenue/Nason Street Improvement Project. If approved by City Council, a Purchase Order for that amount will be issued for this Agreement.

ALTERNATIVES

1. Approve the Agreement for Professional Consultant Services for construction material testing and geotechnical services with Leighton Consulting, Inc., 41715 Enterprise Circle N., Suite 103, Temecula, CA 92590-5661, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue, authorize the City Manager to execute an agreement with Leighton Consulting, Inc. in the form attached hereto, acting as the Successor Agency authorize the City Manager to access agency funds subject to Oversight Board approval, authorize the issuance of a Purchase Order to Leighton Consulting, Inc. in the amount of

\$322,944 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 Leighton Consulting, Inc., within the Purchase Order amount, subject to the approval of the City Attorney. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve the Agreement for Professional Consultant Services for construction material testing and geotechnical services with Leighton Consulting, Inc., 41715 Enterprise Circle N., Suite 103, Temecula, CA 92590-5661, for the Cactus Avenue/Nason Street Improvement Project, Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue, do not authorize the City Manager to execute an agreement with Leighton Consulting, Inc. in the form attached hereto, acting as the Successor Agency do not authorize the City Manager to access agency funds subject to Oversight Board approval do not authorize the issuance of a Purchase Order to Leighton Consulting, Inc. in the amount of \$322,944 when the Agreement has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Leighton Consulting, Inc., within the Purchase Order amount, subject to the approval of the City Attorney. *This alternative will delay the project.*

FISCAL IMPACT

The funding sources for this project are: Tax Sharing Agreement with Riverside County Flood Control and Water Conservation District Fund 792 (\$6M), borrowed DIF Library and Corporate Yard Fund 412 (\$6.5M), DIF Arterial Streets Fund 416 (\$2.5M), General Fund 412 (\$1.3M), DIF Traffic Signals Fund 417 (\$0.27M), Measure “A” Fund 125 (\$3.1M), and SLPP Grant monies Fund 125 (\$1M). The aforementioned total funding in the amount of \$20,672,000 has been budgeted in the current Fiscal Year 2011/2012 Capital Improvements Plan. Furthermore, EMWD has agreed to fund \$3,032,000 for Sewer, Water and Recycled Water facilities; the District has agreed to fund \$565,000 for the master planned storm drain Line J-9, and Moreno Valley Utilities will fund \$914,000 for street lights. Therefore the total available project funding is \$25,183,000.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

Fiscal Year 2011/2012 Cactus/Nason Improvements Budget

Measure A (Account No. 125.99520).....	\$3,100,000
SLPP Grant (Account No. 125.99521).....	\$1,000,000
General Fund (Account No. 412.99532).....	\$1,000,000
General Fund (Account No. 412.99523).....	\$300,000
Corporate Yard DIF (Account No. 412.99522).....	\$2,500,000
Library DIF (Account No. 412.99531).....	\$4,000,000
Arterial Street DIF (Account No. 416.99533).....	\$2,500,000
Traffic Signal DIF (Account No. 417.99535).....	\$272,000

Reserve Account for Riverside County Flood Control and Water Conservation District (Account No. 792.79223).....	\$6,000,000
EMWD Funding (Account No. 414.new).....	\$3,032,000
RCFC&WCD Funding (Account No. 414.new).....	\$565,000
MVU Funding (Account No. 602.new).....	\$914,000
Total Budget.....	\$25,183,000

ESTIMATED PROJECT COSTS:

Consultant Construction Management and Inspection Costs.....	\$1,110,000
City’s Plan Check, Project Management, and Project Administration*	\$818,000
Construction Phase Technical Services (Geotechnical)	\$323,000
Construction Phase Technical Services (Survey)	\$202,000
Construction Phase Design Support Services (other design consultants).....	\$410,000
Maximum Early Completion Financial Incentive	\$100,000
Southern California Edison Hard Costs (includes contingency)	\$936,000
MSHCP Fee (includes contingency).....	\$180,000
Construction Contract Costs (includes contingency)	\$20,984,000
Other Costs (Soft Cost Contingency, reproduction and signal equipment)	\$120,000
Total Estimated Project Costs	\$25,183,000

* Public Works and in-house consultant staff will provide Project Administration.

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	April 2012
Anticipated Completion of Construction	June 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consist of the ultimate width street improvements on Cactus Avenue from Lasselle Street to Nason Street, and Nason Street from Cactus Avenue to Iris Avenue. Staff is requesting that City Council approve the Agreement with Leighton Consulting, Inc. for Professional Consultant Services providing construction material

testing and geotechnical services so that these improvements can be constructed in a timely manner.

ATTACHMENTS

- Attachment "A" – Location Map
- Attachment "B" – Agreement for Professional Consultant Services, Project No. 12-12599520 with Leighton Consulting, Inc.

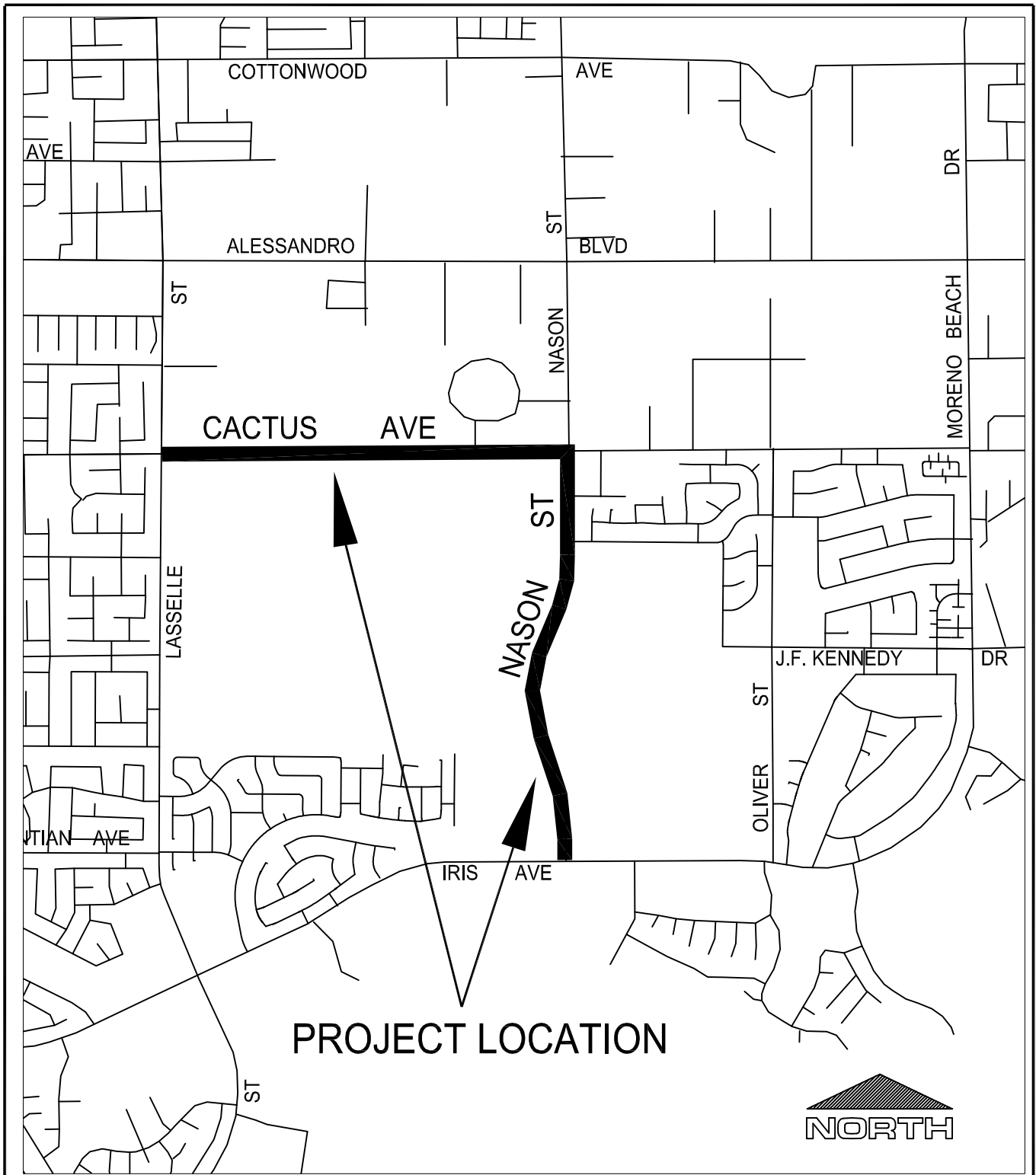
Prepared By:
 Viren A. Shah, P.E.
 Consultant Project Manager

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

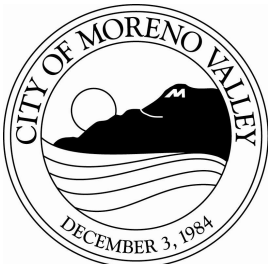
Department Head Approval:
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

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

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PROJECT LOCATION



CAPITAL IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

STREET IMPROVEMENTS
CACTUS AVENUE AND NASON STREET

LOCATION MAP

ATTACHMENT "A"

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**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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

RECITALS

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

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

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

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

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

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

Attachment "B"

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

DESCRIPTION OF PROJECT

1. The project is described as construction material testing and geotechnical services for:

Cactus Avenue/Nason Street Improvement Project

Project No. 12-12599520

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 **\$322,944** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 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 construction schedule as stated in the Notice to Proceed.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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 responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

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 of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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 afore mentioned, 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 12-12599520**

person, including injury to the City's and its City Council, MVHA's, CSD's, EMWD's, RCFC&WCD's, County of Riverside's, SCE's, Highland Fairview's, and Moreno Valley Properties' 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 and its City Council, MVHA, CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties, 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.

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(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 and its City Council, MVHA, CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties 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.

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(g) The City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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 City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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, its City Council, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District

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(EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, its officers, employees and agents, under any third party liability policy."

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

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

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.

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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.

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.

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

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

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

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert 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.

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

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

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

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

INTERNAL USE ONLY

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

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT CONSTRUCTION MATERIAL TESTING AND
GEOTECHNICAL SERVICES
FOR CACTUS AVENUE / NASON STREET IMPROVEMENT PROJECT
CACTUS AVENUE (FROM LASSELLE STREET TO NASON STREET)
NASON STREET (FROM CACTUS AVENUE TO IRIS AVENUE)
PROJECT NUMBER: 12-12599520
FOR THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

I. INVITATION

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

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk [CD]) of your Proposal shall be submitted before **5:30 p.m., February 1, 2012** addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Viren Shah, Consultant Project Manager.

II. GENERAL PROJECT DESCRIPTION

The project in general consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. In general, the proposed improvements are intended to be the full street improvements with all dry and wet utilities. Attached for your information is a project Location Map, construction project specific scope of work, and bid schedule from the project bidding documents. (A CD of the Plans and Specifications is available upon request, see Notice Inviting Proposals). If it is determined that consultant interviews are necessary, the consultants will be notified by February 9, 2012 for an interview on February 13, 2012. The project is being advertised with multiple bid items, the final scope of the project will be determined by the bids received and the funding limitations.

III. PROJECT BUDGET AND SCHEDULE

The funding for both projects have been tagged at around \$23 Million including \$1 Million in State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Currently the subject project is in bidding phase. The project allows 220 working days to complete the project.

The Tentative Schedule is as follows:

Possible Consultant Interviews: February 13, 2012

Anticipated Award of this Consultant Contract: February 28, 2012

Anticipated Start of Construction: March 2012

Construction Duration: Approximately 14 months

Exhibit "A"

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IV. SCOPE OF SERVICES

The scope of work for this RFP includes **all reasonable and customary geotechnical observations, material submittal reviews/approval, and testing items of work necessary and prudent per the construction scope of work identified in the project plans and specifications (included in the attached CD-ROM as e-files)**. The construction project Bid Schedule is on Specifications Pages 0300-4 to 0300-37; while, the Project Specific Scope of Work is summarily described on Pages 00702-1 to 00702-8.

Your proposal should include:

- A. Identification of the Project Manager, field technician(s), geologist and other key personnel. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- B. Identification of minimum number of hours for technician as well as travel time (if applicable). City's preference is two (2) hours minimum with no travel time. Field hours are subject to verification/acknowledgement on a daily basis by the City's project inspector.
- C. Attendance at weekly project meetings assuming thirty (30) meetings.
- D. Reasonable allowance for unforeseen work and re-tests.
- E. Identify how your firm would partner with the City to achieve efficiencies in your services for a successful and predictable project execution.
- F. Current Fee / Rate Schedule good through the end of the project. Field Technician's rate should include vehicle and common testing equipments. The rate schedule must list titles, names, roles, and hourly billing rates in rows. All extra work will require prior approval from the City.
- G. Testing and Reports specific to meet requirements of EMWD and RCFC&WCD for their facilities.
- H. Testing and Reports specific to meet equivalent of Caltrans requirements for Bridge construction along Nason Street over Line F. Bridge is not supported by Federal or State funding however.
- I. **Scope, Hours, Type and Number of Tests (within the proposal) and Fees (under separate cover) identified for each of the Base Bid (A to E) and Additive Bid Alternatives (A to K except C)**. Anticipate and include any outside specialty testing
- J. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration
- K. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.**
- L. Elaborate and explain how the Consultant proposes to manage this fast paced, multiple concurrent construction activities project efficiently with high standards of quality and service.

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

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

For this fast paced, multiple concurrent activities project, preference will be given to dual role geotechnical technician(s) who have experience and knowledge as public works inspector to perform secondary public works inspector role; concurrent with primary geotechnical testing and observations role in full coordination with the project inspector.

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

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

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General and Office Activities:

1. Review and thoroughly understand all contract documents, including construction drawings and specifications.
2. Participate in pre-construction meetings, field meetings, construction progress meetings, equal opportunity meetings, final walk-through meetings, as-built plan completion meetings, meetings with public utility agencies and other government agency representatives and other administrative meetings as necessary.
3. Project Manager must communicate/coordinate with City PM/CM/RE on a daily/regular basis and determine the remaining project budget vs. remaining project work on a monthly basis.
4. Team up and assist the project inspector as directed and plan ahead for upcoming field activities.
5. Measure and report on Contractor's quantities of extra work when requested by City.
6. Assist in the negotiation of change orders as requested by City.
7. Provide labor compliance reports and certified payroll of the Consultant's field work.

Field Activities:

1. Coordinate with the Contractor, City personnel, and other consultants on the job site as needed.
2. Geotechnical technician must team up and assist the project inspector as directed to maintain effective field control over contractor's activities and jointly plan ahead for upcoming field activities.
3. Coordinate ongoing construction geotechnical testing and observation as required, including reviewing and monitoring the Contractor's requests for re-testing.
4. Keep daily field notes and take photographs of the field work. A daily (when on-site) report identifying work done by the geotechnical technician shall be submitted to the Project Inspector by the next business day for review and filing. Prepare and maintain a comprehensive project records file at the project site for project team's ready reference.
5. During the course of field work, if the Consultant geotechnical services personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the Engineer.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 30 pages for Construction Professional Consultant Material Testing and Geotechnical Services. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

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

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

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

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.

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5. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.
6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
10. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.
11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
12. 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.
13. 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.
14. 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,

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entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

15. 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.
16. 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.
17. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

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

Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, **the City has implemented a wholly Race-Neutral DBE Program.**

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the City may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require a Proposer to utilize DBEs as a condition of award. Race-neutral DBE participation includes any

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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.

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

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

VII. FEDERAL EMPLOYEE BENEFIT

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

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

VIII. PAYMENT TO CONSULTANT

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

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

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

- D. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

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- E. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- F. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- G. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- H. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- I. The Consultant shall receive no compensation for any re-work necessary as a result of the Consultant's errors or oversight.

IX. INSURANCE

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

GENERAL LIABILITY

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

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

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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

**REQUEST FOR PROPOSAL FOR
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Moreno Valley, the Moreno Valley Community Services District, Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, its officers and employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

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

X. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, and CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties, their officers, agents or employees.

**REQUEST FOR PROPOSAL FOR
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- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District (EMWD), Riverside County Flood Control and Water Conservation District (RCFC&WCD), County of Riverside, Southern California Edison (SCE), Highland Fairview, and Moreno Valley Properties, 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, and CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties, their officers, agents or employees.
- C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, CSD's, EMWD's, RCFC&WCD's, County of Riverside's, SCE's, Highland Fairview's, and Moreno Valley Properties' employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, CSD, EMWD, RCFC&WCD, County of Riverside, SCE, Highland Fairview, and Moreno Valley Properties, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

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

XII. INDEPENDENT CONTRACTOR

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

**REQUEST FOR PROPOSAL FOR
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XIII. CONTRACT

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

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

XIV. GENERAL CONDITIONS

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

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

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

XV. SELECTION CRITERIA

- A. The following is the selection criteria for Professional Consultant Material Testing and Geotechnical Services:
1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience/knowledge; and its ability to provide the required services in an efficient and expeditious manner.
 2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, **and proven track record and depth of understanding/**

**REQUEST FOR PROPOSAL FOR
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**knowledge of the proposed Project Manager/Geotechnical Engineer,
Geologist and (dual role) Geotechnical Technician(s).**

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

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Revised 2/23/2012



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

February 16, 2012

Proposal No. P611-00780

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

Attention: Mr. Viren Shah, Consultant Project manager

Subject: Addendum to our Geotechnical and Material Testing Services Proposal for Cactus Avenue / Nason Street Improvement, City Project No. 12-12599520.

In accordance with your request, we are pleased to present this addendum to our submitted proposal for the subject project. This addendum is to primarily provide clarifications in response to your questions or comments discussed during our meeting in your office on February 14, 2012 regarding our proposed services. As such, we clarify the following:

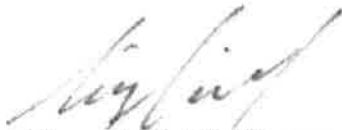
- Leighton Consulting, Inc. (Leighton) will respond to field tests/services requests scheduled within a minimum 24-hour notice
- Leighton will apply a minimum charge of two (2) hours for the field technicians with no travel time
- Leighton staff will attend up to 30 site meetings when requested by the City
- Based on Leighton's understanding of the project plans and specifications, we anticipate no specialty testing or inspection beyond what is already included in our provided scope
- Our field technicians will perform secondary public work inspector role when requested by the City. We will track hours spent on performing this service if the time being spent is beyond the budgeted hours for our primary role as soils materials technicians. We expect to be compensated for such time by the City.

In addition, we also updated our cost estimate and rate schedule for this project to reflect the discussed scope and fees during our meeting. Table 1 provides a summary of the proposed scope and estimate for the entire project including a contingency budget for unforeseen conditions and extended construction schedule up to two

months. Table 2 presents a breakdown of the cost estimate for the various bid schedules and alternatives assuming that they are all occurring simultaneously or within the anticipated construction schedule. Please note that elimination of certain Bid items may cause an increase of our estimated hours/fees of other selected Bid items in this anticipated multi-tasking and coverage of several Bid items by one soil technician in any construction time period.

If you have any questions regarding this addendum or need any more information, please don't hesitate to contact us at your convenience. I can be reached directly at 951-252-8013 or ssaiid@leightongroup.com.

Sincerely,



Simon I. Saiid, PE, GE
Principal Engineer



Robert F. Riha, PG, CEG
Senior Principal Geologist

Attachments: Table 1 - Breakdown of Cost Estimate per Bid Schedule / Alternative
Table 2 - Summary of Cost Estimate for Soils and Material Testing
Amended Fee Schedule

Distribution: Addressee (via email)



Leighton



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

February 1, 2012

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805

Attention: Mr. Viren Shah, Consultant Project manager

RE: Cactus Avenue / Nason Street Improvement City Project No. 12-12599520
Consultant Material Testing and Geotechnical Services

Leighton Consulting, Inc. (Leighton) is pleased to present herewith our qualifications and fee proposal to provide material testing and geotechnical services for Cactus Avenue / Nason Street Improvement (City Project No. 12-12599520). Leighton is very familiar with this project, having performed all past geotechnical services for the existing graded portions of the proposed improvements and worked closely with the project team during the PS&E phase and development of the geotechnical and earthwork specifications. We are also very familiar with applicable California Test Methods specified in the Caltrans "Manual of Testing", Standard Specifications for Public Works Construction "Green Book," applicable ASTM standards, and City of Moreno Valley requirements. In addition, Leighton is currently providing on-call geotechnical services for RCFC&WCD, and EMWD and will readily comply with their specific requirements pertaining to construction of storm drain structures and sewer/water pipelines.

To provide the City the level of confidence required for such a project, we have included the professional qualifications of our team and examples of past project experience relevant to this project. For this fast paced, multiple concurrent activities project, we are assigning highly qualified field technicians who are cross-trained and can perform soils and concrete testing and work closely with the City staff and/or inspector to coordinate field activities and responsibilities. Providing timely and quality service to the City is our highest priority, and Leighton will commit the necessary resources to ensure your needs are met.

Through our firm's experience, we have had the opportunity to work with a number of regulatory agencies, developing a clear and solid understanding of local, State, and Federal codes and procedures. Leighton's services are supported by our in-house Caltrans approved laboratory.

February 1, 2012

Leighton Consulting, Inc. is a California Corporation. The project office available for inspection:

41715 Enterprise Circle N, Suite 103; Temecula, CA 92590
951-296-0530

If you have any questions regarding this proposal or need any more information regarding how Leighton can assist the Capital Projects Division staff, please don't hesitate to contact us at your convenience. I can be reached directly at 951-252-8013 or ssaiid@leightongroup.com.

Sincerely,



Simon Saiid, PE, GE
Principal Engineer



Robert F. Riha, PG, CEG
Senior Principal Geologist



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All statements made herein are made by Leighton Consulting, Inc., hereby referred to as Leighton.



A. Project Understanding:

Based on our review of the RFP and past experience on this project, we understand that the project generally consists of the ultimate width street improvements along 1) Cactus Avenue from Lassalle Street to Nason Street and 2) Nason Street from Cactus Avenue to Iris Avenue. These streets are designed to accommodate 4-travel lanes (2-lanes in each direction), plus center median. For the purpose of this geotechnical and materials testing scope, we understand that the full street improvements will also include the following main construction items:

1. Nason Street Bridge crossing over Line F Channel which will consist of a single- span bridge (130-foot) with a width of 100 feet. The bridge will be cast-in-place concrete box girder supported on driven piles.
2. Moreno Master Drainage Plan Line J, Stage 2, consisting of 3,600 linear-feet (LF) of cast-in-place concrete box and 3,750 LF reinforced concrete pipe.
3. Moreno Master Drainage Plan Line "J-9", consisting of approximately 2,500 LF of storm drain pipes.
4. SCE Undergrounding of existing communication overhead along Cactus Avenue.
5. Nason Street Sewer line consisting of approximately 2,900 LF of deep sewer pipe along and within Nason Street.

6. Nason Street water improvements consisting of approximately 3,950 LF of domestic water line from Iris to Delphinium Avenue.
7. Cactus Avenue water improvements consisting of approximately 2,600 LF of domestic water line.
8. Cactus Avenue and Nason Street recycled water improvements consisting of approximately 2 miles of pipeline.
9. Master Planned Storm Drain Line "F" Channel improvements consisting of concrete lining of existing Line F Channel for approximately 4,500 LF.
10. Interim Storm Drain Line "F" Channel improvements consisting of 200 LF of concrete lining and rip-rap immediately upstream and downstream of proposed Line "J" confluence.

Based on our involvement during the PS&E phase for this project and extensive past experience with the onsite geologic/soils conditions, Leighton has a clear understanding of the various construction aspects of the above improvements. This specific site knowledge is unmatched and will provide the City a team that is uniquely qualified to identify and quickly address the geotechnical issues during construction. Some of the geotechnical related issues that are likely to require special attention and require quick solutions during construction are as follows:

POTENTIAL GEOTECHNICAL ISSUES	PROPOSED SOLUTIONS
<p>Expansive soils: it is anticipated that expansive soils will be encountered during construction and based on project requirements such soils cannot be used in street and box culvert subgrade and behind bridge abutments, etc. It is important that this issue be carefully monitored during construction to allow for proper handling of these materials and prevent potential construction delays.</p>	<p>Our field technician and field engineer/geologist are very familiar with the onsite soils, can readily identify and provide specific recommendations on a timely manner and proactively coordinate with contractor for handling and placement of such materials.</p>
<p>Collapsible Soils: collapsible soils are anticipated along portions of Cactus Street / Line J channel and Leighton has delineated anticipated areas of concern on project plans and specifications. However, such collapsible soils will require further delineation and verification during construction.</p>	<p>Due to their past experience on this site, our field geologist/technicians can readily identify and coordinate with contractor to properly mitigate. If not treated properly, these materials can result in future settlement and potentially cause excessive distress to proposed improvements.</p>
<p>Street Subgrade: The pavement structural sections are designed based on R-value testing results from Leighton's limited exploratory borings / test pits. The final pavement section will require verification of subgrade soils by geotechnical consultant at completion of grading.</p>	<p>Leighton will be proactive in coordinating with the City and contractor to identify the source of materials to be placed in the street subgrade so minimal design changes and delays are incurred during construction.</p>

POTENTIAL GEOTECHNICAL ISSUES	PROPOSED SOLUTIONS
<p>Identifying Limits and Suitability of Existing Fills: along most of Cactus Avenue and Nason Street, identification of existing fill is important to delineate required limits of new fill. For Example, compacted fill was already placed along the south side of most of Cactus Avenue and proper transitioning into these fills is anticipated.</p>	<p>Leighton has provided testing in the past for these fills and has all documentation to verify their limits and confirm proper transitioning with new fills. In fact, our field geologist/soil technicians assigned to this project were involved in past grading on this site and should readily identify those limits.</p>
<p>Soils Compaction: It is critical that an adequate compaction is achieved during earthwork construction to prevent future distress or failure of underground structures, bridge abutments, and pavement subgrade. Due to highly heterogeneous soils conditions (SM, SC, ML, CL, etc.) and potentially mixing of various onsite soils, it is expected that applying the correct "Proctor" and achieving proper compaction is likely to pose a challenge during fill placement.</p>	<p>Leighton has already experienced some of these challenges during rough grading on this site and demonstrated proactive and practical analysis and testing methods in dealing with the compaction challenges of the various onsite soils. Our field geologist and soils technicians understand the response of the various soil groups to compaction equipment and can apply the right "Proctors" from our extensive data base of laboratory testing.</p>
<p>Bridge Construction / Pile Driving: Nason Street crossing over Line F Channel will consist of a single-span bridge (130-foot) supported on driven piles. It is important that the geotechnical consultant is familiar with this type of bridge construction and applicable Caltrans standard specifications.</p>	<p>Leighton has work on numerous bridge projects in this area and our field technicians and in-house laboratory have the proper certifications to perform the required testing and confirm compliance with the project specifications. In addition, Leighton can perform pile drivability analysis and/or review submittals by the contractor to ensure conformance with the required pile driving criteria.</p>

B. Approach and Management Plan:

Project Management Approach

Leighton Leighton's management approach for the project is to work closely with the City staff and become an integral part of the City management team. Mr. Simon Saiid, PE, GE, will be the project manager/geotechnical engineer for this project and will have direct responsibility for Leighton's services throughout the contract. Mr. Saiid is already very familiar with this project and has worked closely with the project team during development of the geotechnical and earthwork specifications. Mr. Jeffery DeLand, Staff Geologist, will be assisting Mr. Saiid for most of the field activities and preparation of final reports. Mr. DeLand has been involved in previous site investigations and grading on this site and can be very important team member during construction and verification of unexpected field conditions. The main functions that will be provided by Mr. Saiid or his assistant Mr. DeLand may include the following:

- Review of project plans and specifications and respond to any clarifications regarding earthwork and materials testing requirements,
- Attend pre-construction and progress meetings, or as requested by the City,
- Communicate with City project manager or resident engineer on a regular basis to discuss any potential soils related issues and provide budget updates,
- Assist City in evaluation of change orders when requested by City, and
- Review and provide compliance reports and certified payroll on a monthly basis.

Our lead technician, Loren Murphy, who has extensive site-specific experience, will be our first responder to any geotechnical related issues on this project. Mr. Murphy's experience exactly matches the project elements and scope of work with experience providing geotechnical field observations, concrete sampling and compaction testing during trench backfill and roadway improvements for numerous new streets, pavement rehabilitation, water and sewer pipelines and flood control structures in Moreno valley. Mr. Murphy's competency was demonstrated during construction of Eucalyptus Ave and Redlands Blvd, "Aquabella" rough grading, Lassalle Street widening and portions of Line F Channel along Skechers. Loren will team up with the City Inspector to maintain effective field control over contractor's activities and jointly plan ahead for upcoming field work. Mr. Murphy has demonstrated his ability to work closely and in full cooperation with City Public Works Inspectors Mr. Eddie Godinez, Mr. Alex Ramirez, and others during construction of previous City projects.

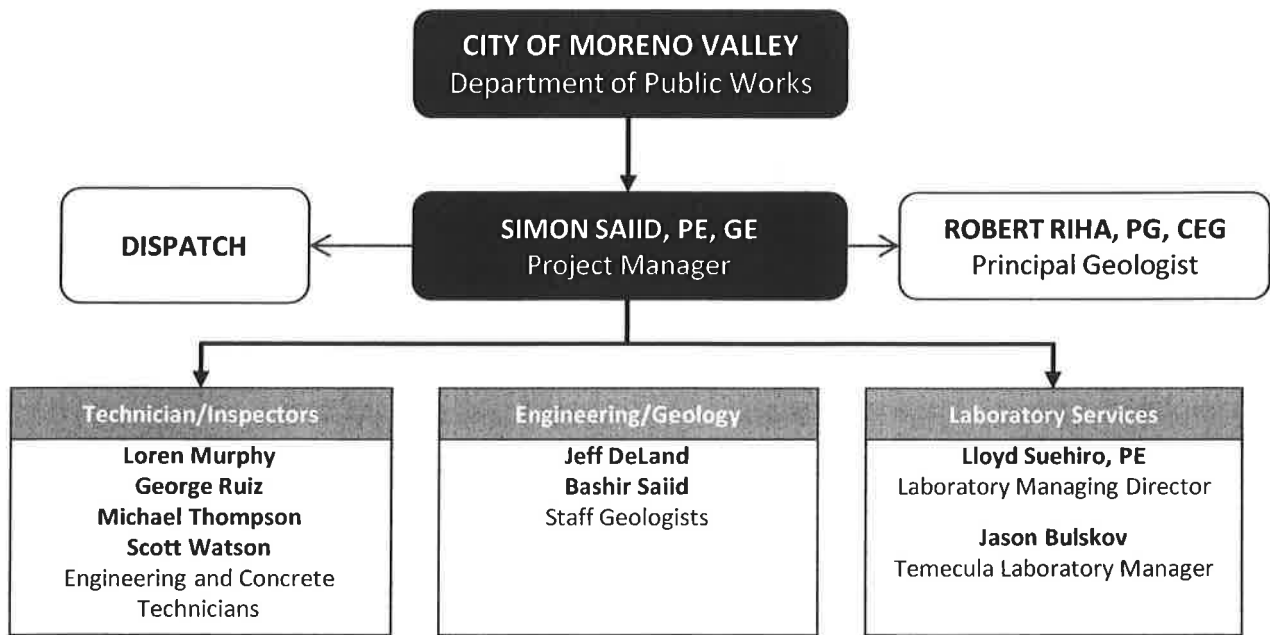
Project Coordination and Communication

We believe the most important factor to ensure project success is communication and being proactive in resolving or identifying potential issues during construction. Communication with the project team on all levels is the foundation of our approach to all projects. All of our office and field staff have cellular phones and can be reached at any time during work progress. In addition, Leighton utilizes proprietary information technology for mapping, visualization, and modeling; GPS receivers, and laptop and handheld computers for precise recording of field data. We can streamline the reporting process by uploading field data and GPS coordinate locations into the electronic project file remotely. Field data is plotted quickly on electronic base maps which results in final reports with density tests locations readily produced. This technology will be used on this project to accurately locate test locations and produce daily and progress reports, which is at no additional cost to the City, in fact, because of the electronic upload, our reporting costs are reduced.

Responsiveness

Responsiveness and flexibility also have a great importance to project success. Leighton has had considerable amounts of feedback from clients emphasizing our timely response to necessary letters and reports that we have been able to produce, while other firms have difficulty due to the lack of qualified staff or the amount of staff on hand, creating costly overruns to the projects budget. Leighton has the ability to staff for tasks on a moment’s notice, alleviating additional costs created by time constraints and schedule changes.

When maintaining a tight construction schedule, the importance of responsiveness in the field is understandable. Clients often need our services within a very short period of time. Instead of the industry standard of a 24 to 48 hour requirement for scheduling, Leighton has the capability to respond to our clients’ needs within hours if necessary, to save costs from contractor standby fees. Our past experience on previous projects within the City, especially during the design phase of this project is an example of our responsiveness and dedication to excellent service.



C. Qualifications and Experience:

Firm Capabilities

Leighton Consulting, Inc. (Leighton) provides engineering solutions to public agencies, property owners, and facilities. Our focus is the earth sciences encompassing the geotechnical, testing, and environmental disciplines. Leighton has been providing geotechnical soils testing, construction material testing, and deputy inspection services for nearly 50 years. Our team brings expertise in geotechnical matters related to storm drain and roadway construction, and grading. With more than 75 project completed in the city, we have considerable depth of, and knowledge of, the local area soils and geology, and City’s past practices

Leighton’s project experience includes required geotechnical studies for the proposed improvements and close coordination with City personnel and design team during PS&E Phase. We believe that our past experience on this this project and familiarity with relevant requirements of other public agencies involved in this project (including RCFC&WCD and EMWD) will be critical for efficient testing procedures and will allow us to respond quickly to unexpected construction related issues

Laboratory

Leighton’s services are supported by our in-house Irvine laboratory—one of the Southland’s largest. We hold certifications from Caltrans, AASHTO, DSA, City of San Diego, City of Los Angeles, and the U.S. Department of Agriculture. We provide both standard ASTM and Caltrans testing, and can respond with additional testing methods modified to meet specific field and/or contract conditions. Our laboratory participates in the Cement and Concrete Reference Laboratory (CCRL) Sample Proficiency Testing, AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program, and Caltrans Reference Sample Program (RSP).

Our goal is to support and strengthen your effort by supplying experienced staff and resources that will provide reliable results, efficiently coordinated and reported to you and your staff. As a company, we’ve augmented the staffs of hundreds of public agencies and ensured that public resources and taxpayer dollars were protected and well spent.

Leighton Project Team Qualifications

The Leighton Temecula office which is located within 30 miles from the project site will be the primary lead on this project. Mr. Simon Saiid, PE, GE, will be the project manager/geotechnical engineer for this project and will have direct responsibility for Leighton’s services throughout the contract. Simon understands the significance of coordination with public agencies, having recently worked on projects that involve interaction with City regarding street improvements.

Leighton’s team brings both Caltrans project experience, federal project experience and local City of Moreno Valley experience. Our lead technician, Loren Murphy, will be our first responder has 14 years experience, and more than 20 projects under his belt with Caltrans specifications. Mr. Murphy’s experience exactly matches the project elements and scope of work with experience



Loren was Leighton’s Senior Engineering Technician for geotechnical field observation and compaction testing on the City’s Lassalle Street Widening project.

providing geotechnical field observations, concrete sampling and compaction testing during trench backfill and roadway improvements for numerous new streets, pavement rehabilitation, water and sewer pipelines and flood control structures. Mr. Murphy's competency was demonstrated during construction of Eucalyptus Ave and Redlands Blvd, when he worked closely in full cooperation with City Public Works Inspectors.

As a field technician, he understands and is capable of implementing all City inspection related requirements and can supplement the City's inspection staff during those times when they were not able to be onsite. For the recently completed Skechers North American Operation Headquarters, Loren was responsible for geotechnical observation and testing services during ground preparation and fill placement which also included observation and documentation of fill placement and compaction for the Line F storm drain box culvert as well as basins, wet and dry utilities, building pads and Eucalyptus Avenue improvements.

Resumes for our team are included in the Appendix.

Single Point Experience and Resources

The tables below demonstrate how Leighton’s experience matches the scope of work, project sections, and our past experience with the agencies involved on the project.

TEAM EXPERIENCE WITH SCOPE OF WORK	Rough/Precise Grading	Solid Mill AC Pavement	Asphalt Concrete	Aggregate Base	Subgrade Preparation	Rein. Concrete pipe/Box	PVC pipe	Prestressing CIP Concrete	RC Bridge	VCP Sewer	Flood Channel
Nason Street within Aquabella	X										
Lasselle Street Widening	X	X	X	X	X	X	X				
Sinclair sewer underneath SR-60							X				
Eucalyptus Ave	X		X	X	X	X					X
Line F Channel between SR-60 and Eucalyptus Ave	X				X	X					X
SR-60 on/off ramps at Theodore Street	X	X	X	X	X	X					
Ivy Street Bridge, Murrieta	X		X	X	X		X		X	X	
Van Buren/ 91 Freeway Overpass, Riverside			X	X	X				X		
Adams Street Bridge, La Quinta	X	X	X	X	X				X		X
I-15 Cantu-Galleano Interchange, Riverside	X		X	X	X	X	X		X		
Ramona Avenue/UPRR Grade Separation, Montclair	X	X	X	X	X	X	X		X		
Theodore Street and Redlands Boulevard	X	X	X	X	X		X	X		X	
SR-79 North, Winchester Road, Temecula		X	X	X	X						
Jefferson Avenue Improvements, Murrieta	X	X	X	X	X						
Street Rehabilitation, Corona		X	X	X	X						
Skechers Distribution Facility	X		X	X	X	X	X			X	X
Avenue 50, La Quinta	X			X	X						
Mercedes Street, Temecula	X		X	X	X						

TEAM EXPERIENCE WITH STAKEHOLDER AGENCIES	City of Moreno Valley	Caltrans	RCFC	EMWD	Riv Co Trans
Nason Street within Aquabella	X				
Lasselle Street Widening	X				
Sinclair sewer underneath SR-60		X		X	
Eucalyptus Ave	X	X		X	
Line F Channel between SR-60 and Eucalyptus Ave	X		X		
SR-60 on/off ramps at Theodore Street		X			
Ivy Street Bridge Murrieta	X	X			
Van Buren/ 91 Freeway Overpass Riverside		X			
Adams Street Bridge La Quinta	X	X			
I-15 Cantu-Galleano Interchange Riverside		X			X
Ramona Avenue/UPRR Grade Separation Montclair					
Theodore Street and Redlands Boulevard	X			X	
SR-79 North Winchester Road Temecula		X			
Jefferson Avenue Improvements Murrieta	X				
Street Rehabilitation Corona		X			
Skechers Distribution Facility	X	X	X		
Avenue 50 La Quinta		X			

AQUABELLA INCLUDING NASON STREET PS&E AND ROUGH GRADE
Moreno Valley

Client

Highland Fairview Properties
Brian Hixson
bhixson@highlandfairview.com
714.824.8000

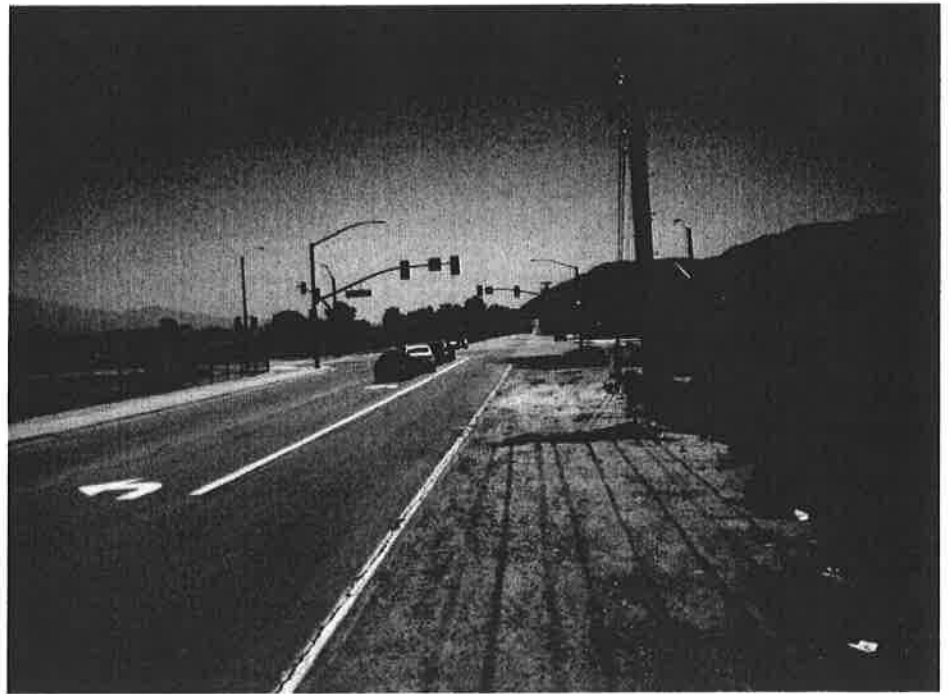
Leighton has provided geotechnical services for the Aquabella development including pavement evaluation and design report for the proposed improvements associated with widening Cactus Avenue from Lassalle Street to Nason Street and widening and/or completion of Nason Street from Cactus Avenue to Iris Avenue. Prior to the specific geotechnical report for the Cactus and Nason street improvements, Leighton provided geotechnical observation and testing services during partial grading of Cactus Avenue and Nason Street.

Relevance to Cactus/Nason

- Subgrade Preparation

Agency Oversight

- City of Moreno Valley



LASSELLE STREET WIDENING MORENO VALLEY Moreno Valley

Client

Psomas for the City of
 Moreno Valley
 Nancy Boyer
 nboyer@psomas.com
 714.545.8883

The street alignment is a 5,280-linear-foot segment of Lassalle Street between Alessandro Boulevard and John F. Kennedy Drive. The original section of Lassalle Street was two lanes with paved shoulders in each direction; after this widening project, the Lassalle Street has four lanes, two lanes in each direction. A section of the alignment is located adjacent to a large granitic rock outcropping with a maximum height of 135 feet above the existing pavement surface.

Relevance to Cactus/Nason

- Cold Mill AC Pavement
- Asphalt Concrete
- Aggregate Base
- Subgrade Prep. Rein Concrete Pipe/Box
- PVC Pipe

Leighton provided the geotechnical and geological investigation for this street widening project. Leighton conducted a field exploration which consisted of excavation, sampling and logging of ten exploratory borings ranging in depths of 3 to 9 feet below the existing ground surface and 11 tests. Due to the large granitic rock outcropping between Brodiaea Avenue and Copper Cove Lane, which posed a potential rock fall hazard, Leighton applied proper remedial measures. A seismic refraction survey was used to evaluate the rippability of the rock pile. In addition, Leighton’s geologists used ROCKPACK III software to analyze the stability of the rock slope after planned removal, and provided rock slope protection mitigations.

Agency Oversight

- City of Moreno Valley

Leighton provided different remedial solutions for the client to remove/protect on-site large outcropped granitic rock pile. The remedial measures included installation of rock anchors, selective removal of loose rocks from the slope face, covering portions of the slope face with steel mesh, or laying the slope back to a flatter slope face angle or a combination of any of these methods.

Leighton proposed solutions with different pavement and base material thickness for the client so the existing pavement material can be re-used/recycled efficiently for the new paving design; thus saving our client time and money.



SINCLAIR SEWER UNDERNEATH SR-60 | Moreno Valley

Client

Highland Fairview Properties
Brian Hixson
bhixson@highlandfairview.com
714.824.8000

Leighton performed fulltime field observation and compaction testing during trench backfill for sewer, domestic and recycled water, storm drain and joint utility, as well as pavement construction including minor grading, subgrade preparation, aggregate base and asphaltic concrete placement for the Highland Fairview Corporate Park. This work included Eucalyptus Avenue, Redlands Boulevard, Theodore Street, Cottonwood Avenue and Sinclair Street. For the Sinclair Street sewer, trench backfill compaction was completed in general compliance with EMWD requirements.

Relevance to Cactus/Nason

- ☐ PVC Pipe

Agency Oversight

- ☐ Caltrans, EMWD

LINE F CHANNEL BETWEEN SR-60 Moreno Valley

Client

Highland Fairview Properties
 Brian Hixson
 bhixson@highlandfairview.com
 714.824.8000

Relevance to Cactus/Nason

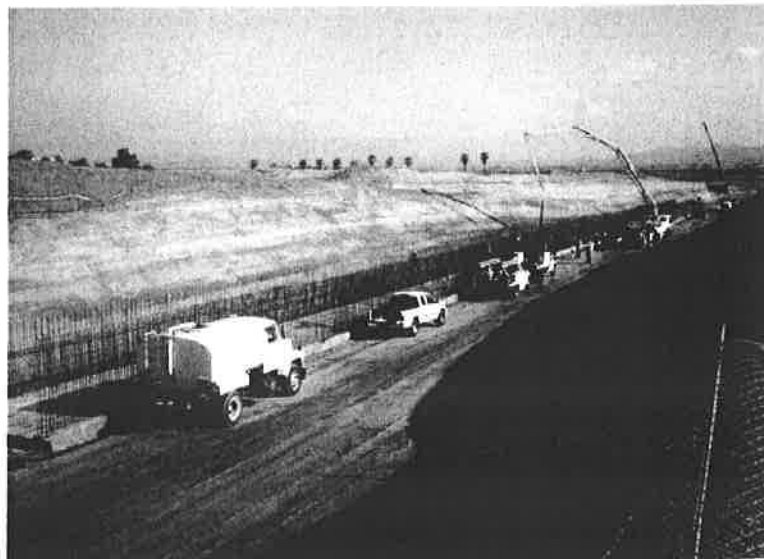
- ✓ Subgrade Prep
- ✓ Rein Concrete Box Flood Channel

Agency Oversight

- ✓ City of Moreno Valley, RCFC

As part of the planned 685-acre Moreno Highlands development, Leighton was instrumental in the design and compaction testing during construction of a concrete, 2,700 lineal feet of reinforced box channel covering over 356,000 square feet was constructed traversing the property. This channel was designated as Line "F" and is part of the Riverside County Flood Control and Water Conservation Districts' (RCFC) overall drainage infrastructure. This channel is part of a major flood control system that traverses the eastern to the southwestern part of the city of Moreno Valley. The channel provides an integral part of the overall City drainage as well as for control of onsite flows. Unique to this portion of the Line "F" Channel is the adjacent water quality control mitigation areas that are designed to control and cleanse the onsite, non-peak storm water runoff before it enters the main channel. The project also consisted of over 6,600 lineal feet of RCP and HDPE pipe as part of the overall storm drain pipeline system.

Additional studies were performed to evaluate the RCFC earthen berm, concrete lined, Line F Channel traversing the site along with two bridge spans. The removal of undocumented fill, loose topsoil and expansive soils found at the site was recommended, as they are potentially compressible or will cause heaving when wet and, therefore, considered unsuitable for reuse for the channel embankments. Recommendations were crafted to provide suitable grading recommendations as well as drainage provisions in areas supporting wetland habitat areas above the channel area. Geotechnical observations and testing services were also provided during construction to verify site conditions and implementation of the recommendations of the soils report.



IVY STREET BRIDGE Murrieta

Client

City of Murrieta
 Jeff Hitch
 jhitch@murrieta.org
 951.461.6076

Leighton provided construction management and material testing services in conformance with the construction documents and the City of Murrieta's Quality Assurance Plan (QAP), for the construction of the Ivy Street Bridge.

Relevance to Cactus/Nason

- Asphalt Concrete
- Aggregate Base
- Subgrade Prep
- PVC Pipe
- RC Bridge
- VCP Sewer

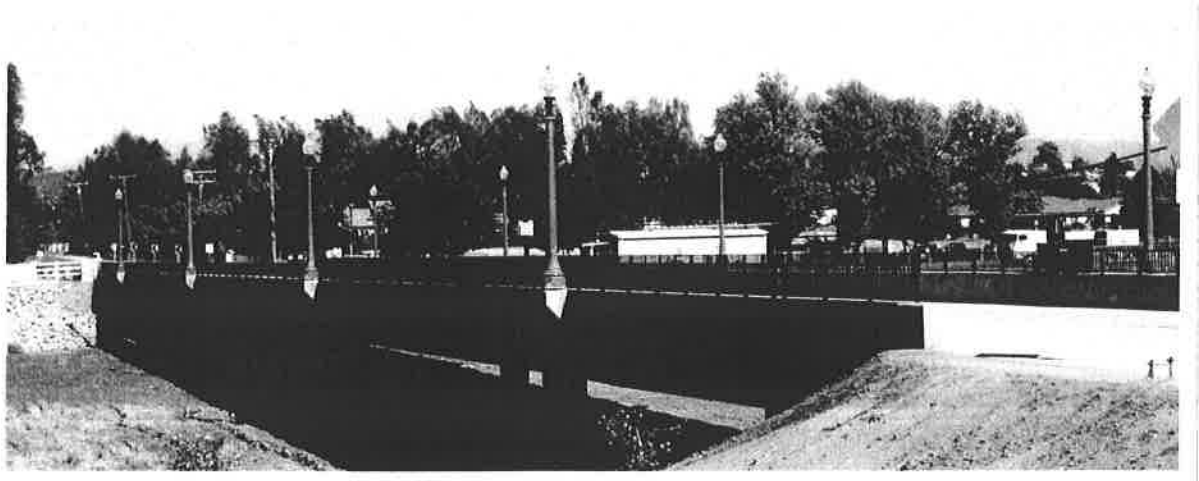
Leighton provided geotechnical recommendations and material testing services during construction including reviewing and monitoring compaction grouting procedures, which were implemented for the purpose of improving the underlying alluvial deposits and mitigate liquefaction potential. Leighton's responsibilities included performing Gamma-Gamma Logging (GGL) and Cross-Sonic Logging (CSL) of all piles per Caltrans Standard Specifications. Leighton also provided soils and materials testing during fill placement for bridge approaches, concrete box girders, curb & gutter, sidewalks, paving, and associated appurtenances. Material testing was performed in accordance with Caltrans methodology and Leighton provided source inspection for concrete and asphalt production in accordance with federal requirements.

Agency Oversight

Caltrans, City of Moreno Valley, RCFC

Ivy Street is an important east-west connector in the City of Murrieta (City) and the bridge was constructed at the existing low-water dip-crossing of Murrieta Creek to improve the safety and operation of Ivy Street. The project consists of constructing a new bridge crossing to replace the two-lane paved on-grade roadway that descended into the creek bottom. The new bridge consisted of construction of a four-span bridge structure with cast-in-place, prestressed concrete box girders with a total length of approximately 375 feet and width of 48 feet. The bridge abutments are supported on 30-inch diameter cast-in-drilled-hole (CIDH) piles. The bents are supported on concrete columns bearing on 60-inch diameter piles.

This project was performed in coordination with the U.S. Army Corps of Engineers, RCFC, and Local Assistance and Highway Bridge Program (HBP) funding. Project challenge was the construction of 54 inch diameter piles to a depth of 60 feet below existing ground elevation in a sandy creek bed with intermittent surface water.



VAN BUREN/ 91 FREEWAY OVERPASS Riverside

Client

City of Riverside
 Mike Bergevin (Resident
 Engineer/California
 Department of
 Transportation
 951.232.3739

The City of Riverside replaced the existing Van Buren Boulevard overcrossing with a 61-meter-long, 46-meter-wide, 2-span cast-in-place pre-stressed concrete box girder bridge. This project improved on- and off-ramps, retaining walls, utility lines, lighting and traffic signals, drainage systems, sidewalks, slope protection, and landscaping.

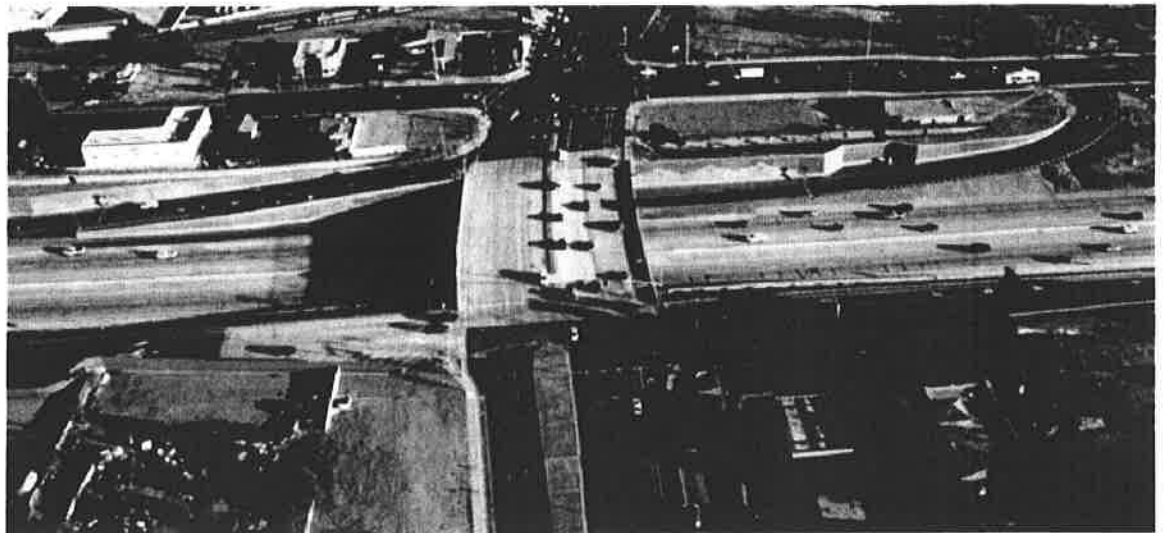
Relevance to Cactus/Nason

- Asphalt Concrete
- Aggregate Base
- Subgrade Prep
- RC Bridge

Leighton provided geotechnical observation and testing special inspection, and material testing services during construction, providing recommendations for subgrade preparation based on observations of the contractor’s excavations. Leighton’s scheduled Caltrans Certified technicians and inspectors for day and night shifts, week days and weekends. In addition to following Caltrans Local Acceptance Procedures, inspectors and technicians are completing daily reports documenting tests completed and site conditions. Leighton has been following the new Caltrans Standard Specification section 39 for Hot Mix Asphalt for this project.

Agency Oversight

- Caltrans



D. Staffing Plan:

Leighton plans to staff this project with the best qualified individuals for the anticipated tasks. Our key team members have been working on this project from inception and successfully provided similar services for numerous projects throughout Riverside County and Moreno Valley in particular. As such, these team members are selected for their:

- ✓ Experience with this project and similar projects located in this area,
- ✓ Required qualifications for the anticipated tasks,
- ✓ Availability and ability to meet the project deadlines,
- ✓ Local knowledge of inspection requirements and construction practices.

The Leighton Temecula office which is located within 30 miles from the project site will be the primary lead on this project. Mr. Simon Saiid, PE, GE, will be the project manager/geotechnical engineer for this project and will have direct responsibility for Leighton’s services throughout the contract. Mr. Saiid is already very familiar with this project and has worked closely with the project team during the design phase by providing the necessary geotechnical and earthwork recommendations.

Simon understands the significance of coordination with public agencies, having recently worked on projects that involve interaction with City and County personnel regarding street improvements. He recently provided the geotechnical recommendations and pavement replacement and design for the Widening of Antelope Road and Craig Avenue in Menifee. He provided practical and timely solutions to unexpected field conditions during construction on numerous occasions and coordinated with City and County personnel. Such response was greatly appreciated by both the City and contractor due to its practicality and timely manner and allowed construction to proceed as scheduled.

Simon will be supported by cross-trained technicians who are certified to provide the required soils, concrete and/or asphalt field tests, so that one technician can provide, when feasible, all of the needed tests for that day, cost-effectively and efficiently. We also believe that technician continuity is important to provide uninterrupted communication, and to make sure all construction materials/components are properly tested. As such, we plan to assign Mr. Loren Murphy as the primary field technician for this project due to his past experience with the onsite soils gained during grading of the adjacent “Aquabella” development. The staffing plan and role of the key individuals that will be involved in this as further described in table below:

PERSONNEL ROLE	PROPOSED DUTIES	WORKLOAD	
		CURRENT	ANTICIPATED
Simon Saiid, PE, GE Project Manager	<ul style="list-style-type: none"> • Primary point of contact during project • Coordinates with City management and field personnel • Communicates any field issues with designated City and other public agencies, as needed • Provides technical support, attends progress meetings as needed, and reviews and signs final soils reports 	50%	35%
Bob Riha, PG, CEG Principal Geologist	<ul style="list-style-type: none"> • Ensure resources and QA/QC oversight • Project review and consultation as needed 	50%	45%

<p>Jeffery DeLand Bashir Saiid Staff Geologist</p>	<p>Perform geologic observations of soils conditions and attend progress meetings, when needed Prepare final soils reports and coordinate with field staff</p>	<p>65%</p>	<p>45%</p>
<p>Lloyd Suehiro, PE Director of Materials Testing</p>	<p>Responsible for the quality of laboratory personnel, and training and test certifications. Oversee the Quality Assurance of all test reports and test methods by providing review of all testing reports Develops and reviews mix design</p>	<p>35%</p>	<p>30%</p>
<p>Engineering Technicians</p>			
<p>Loren Murphy Primary Field Technician</p>	<p>Performs QA testing during construction and prepares daily field reports Attends progress meetings, when needed, and coordinate with City Inspector and contractors to effectively plan ahead</p>	<p>80%</p>	<p>20%</p>
<p>Scot Watson George Ruiz Michael Thompson Supporting Field Staff</p>	<p>Have proper certifications, Caltrans, ACI, etc. Geotechnical observation and compaction testing Site soil and materials sampling Prepares and submits daily field reports</p>	<p>80%</p>	<p>30%</p>
<p>Jason Bulskov Laboratory Manager</p>	<p>Manage laboratory technicians Review laboratory test results</p>	<p>80%</p>	<p>65%</p>

E. Work Plan and Schedule:

Our work plan is to provide the City with high quality services while maintaining the project schedule and budget. Due to our past experience on this project, we will implement a proactive approach by identifying up front any potential geotechnical issues and work closely with City staff and contractor to reduce any standby time or unnecessary construction delays. Based on our understanding of the project and required testing requirements, our work plan for the soils and materials testing associated with proposed improvements include the following main tasks:

1. Pre-Construction Review and Progress Meetings

Scope: It is important that the contract documents, construction drawings/specifications and all geotechnical and materials aspects of this project are thoroughly reviewed by the construction team. Leighton will be fully prepared to discuss the geotechnical and materials testing requirements with the grading contractor and other stakeholders during a pre-construction meeting to help preparation for efficient construction procedures. Leighton’s geotechnical engineer or field geologist/soils technician will also attend (30) progress meetings or as requested by City to discuss any potential soils issues and upcoming construction sequence or activities.

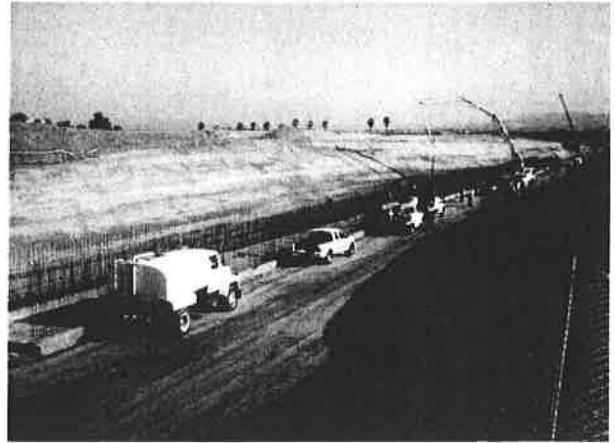
Deliverables: Leighton will provide written responses or clarification to any questions or RFIs that may arise during these meetings. Leighton can also update City on budget progress on weekly basis.

2. Geotechnical Testing

Scope: Leighton will provide full-time geotechnical observation and testing during roadway embankment grading, and all underground utility and pavement construction. In addition to the project plans and specifications, our services and testing procedures will comply with applicable California Test Methods specified in the Caltrans "Manual of Testing", Standard Specifications for Public Works Construction "Green Book," applicable ASTM standards, and City of Moreno Valley requirements. In addition, our testing procedures will follow RCFC&WCD, and EMWD requirements for construction of storm drain structures and sewer and water pipelines. Field density testing will be performed in accordance ASTM D-6938 (nuclear gage method).

Deliverables: Leighton will provide daily and final soils reports for the constructed improvements to confirm compliance with the project specifications. These reports may include the following:

- Daily field reports (DFRs) will be prepared and distributed the following day to your field representative. Notes and field photographs of construction progress will be prepared and maintained for the project team’s ready reference.
- Laboratory test reports as requested or needed during construction.



During Construction of the Moreno Highlands development, Leighton performed field density testing with the use of GPS and PDA’s during all testing including the RCFC Line F, a 2,700 linear foot reinforced concrete box culvert traversing the property.

- Interim compaction reports to approve final subgrade and pavement sections prior to placement of Aggregate Base.
- As-needed final compaction reports for water/sewer backfill to confirm compliance with EMWD requirements.
- As-needed final compaction and materials testing reports for storm drain pipe/box and channel for compliance with RCFC&WCD requirements.
- Final compaction reports.

These reports will be signed by our licensed geotechnical engineer and Engineering Geologist as necessary, and delivered on time to City and respective agencies.

3. Materials Testing

Leighton will perform laboratory “Acceptance Testing” that will include, but may not be limited to, the following:

Concrete Testing: Our soils and/or concrete technicians will typically mold four compression test cylinders for each 50 to 100 cubic yards of concrete, or at least one set of four each day concrete is placed. We can also mold a set of additional field-cured cylinders when requested. We transport hardened samples from the site to our materials testing laboratory. Materials laboratory curing and compressive strength testing of field-molded concrete test cylinders are performed in general accordance with ASTM C 31 and C 39. All samples come directly to our laboratory for in-house testing, assuring quick turnaround for results, expediting "on-the-job" decisions. Using state-of-the-art technology and proactive management practices, we are able to significantly reduce the lag time in generation and distribution of laboratory and field reports, which are essential for adherence to critical path schedules. Verbal and/or email reports are provided for 7-day breaks. We also provide a final one-page report summarizing compressive strength test results for a given set of cylinders (four cylinders) after the 28-day breaks are completed. Materials test reports are thoroughly reviewed by our Civil Engineer of Record for accuracy prior to being distributed to our clients. The laboratory and field testing of concrete structures is expected to include:

- Slump ASTM C 143 or Penetration CT 533
- Air Content CT 504
- Compressive Strength CT 521
- Flexural Strength CT 523, if any.
- Reinforcing Steel Tensile & Bent Test

Asphalt Testing: Verify HMA Mix Design and perform acceptance testing that will typically include extraction, gradation and bitumen content. Hveem or Stabilometer test may also be performed.

Aggregate Base: Tests will comply with “Greenbook” and the Special Provisions for this project and may include, Gradation, Durability Index, R-Value, and Sand Equivalent

Documentation: During the course of the project, Leighton will maintain the following records of sampling and testing for the project:

- Copies of the laboratory and technicians certifications
- Acceptance Testing Sampling and Testing Log
- Certificates of Proficiency for samplers and testers

- Daily Reports for Acceptance Testing activities
- Acceptance Testing Laboratory Results

Testing Requirements of Utility Trench Backfill: We are on Eastern Municipal Water District (EMWD) preferred geotechnical consultant list and have completed numerous pipeline projects for EMWD and other water agencies which is a testament to our conscious approach and adherence to the project specifications. We will quickly turn around field and laboratory tests to produce interim compaction reports, when needed, to comply with EMWD requirements for fill soil compaction in utility trenches.

Bridge Construction: We believe that Nason Street bridge construction is one of the critical components of this project. Leighton has work on numerous bridge projects in this area and our field technicians and in-house laboratory have the proper certifications to perform the required testing and confirm compliance with the project specifications. In addition, Leighton worked closely with the bridge design team during PS&E phase and we are very familiar of the project requirements. Leighton can perform pile drivability analysis and/or review submittals by the contractor to ensure conformance with the required pile driving criteria. Leighton also proposes to provide a qualified inspector/Staff Geologist to monitor and document pile driving operations resulting in safe foundation installation per the Contract Documents.

Special Inspection: We assume that City Inspector and/or Resident Engineer will perform inspection of reinforced concrete structures and concrete batch plant, when required. It is also assumed that material testing of non-structural site concrete (2,500 psi or less) will not be required.

F. Quality Control and Assurance:

Leighton has established project controls and administration procedures very similar to those used by local and state agencies. We have provided responsive, efficient and cost effective service to the public for 50 years through quality engineering and our commitment to quality management, which is evident by our long-term client relations, repeat clients, financial stability and continued growth. Our project management solutions have always been ahead of their time, utilizing internet technologies for storage, viewing and critical task elements while keeping you abreast of the latest developments and progress relative to the project tasks at hand.

Leighton has a quality assurance program, consisting ultimately of principal review of all deliverables before submittal to our clients or oversight agencies, that has proven to be successful. Quality control is implemented in each step of our deliverables production, from field exploration and laboratory testing to engineering analyses. The quality of our field and office services is controlled using a continuous improvement process based on feedbacks from our staff and thorough discussions during our in-house monthly training meetings. The quality of our laboratory is controlled using certification programs from California Division of the State Architect (LEA #258), Caltrans (various districts), AASHTO Materials Reference Laboratory (AMRL), and others. The quality of our analyses is controlled using verification forms that require stand-alone, fully reviewed engineering calculation packages to support design recommendations. These quality control procedures are part of our standard operation and our project manager is responsible for compliance.

Leighton's Quality Assurance Program involves corporate procedures that are strictly applied to all areas of work. The quality assurance/quality control (QA/QC) process is a formal internal program that is used for all of our projects. Peer and management reviews, client reviews/input, and step-by-step performance methods are all employed by Leighton's professional staff in accordance with local, state, and federal guidelines. Our QA/QC system will be overseen by Mr. Saiid, who will ensure that the City will receive a high standard of quality in the team's work performance.

G. Additional Relevant Information:

Cost Control

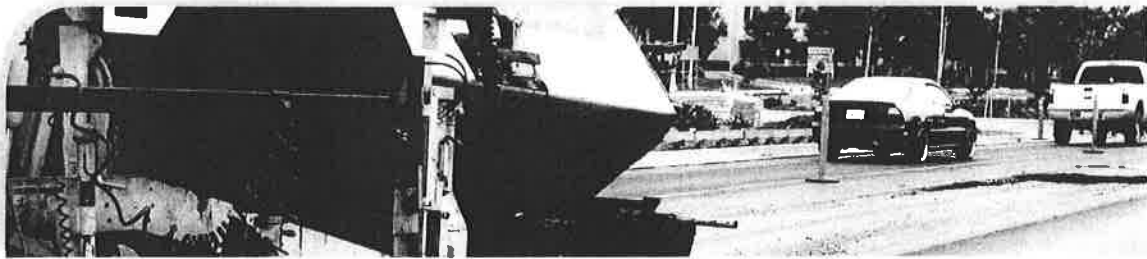
Each week during work activity, Mr. Saiid will receive a Project Status Report that details staff hours and project fees for each project by task and compares these against the estimated budget. Our accounting system allows us to monitor our accumulated fees on a weekly basis, making it possible for our tracking and monitoring of scope items and the estimated budget, thus, helping our Project Managers keep timely and accurate cost control of their projects. We will communicate with the City as needed, monthly at a minimum, to discuss project status, agency requirements, schedule and any anticipated scope changes. This provides your staff the tools to manage actual project costs. In addition, to help control project costs, we will internally review our project staffing on a regular basis for optimal staff utilization.

To estimate project costs and budgets, we use a work breakdown structure (WBS) that mirrors the tasks comprising the scope of work. The WBS is uploaded onto a spreadsheet that has current unit costs for labor and outside services. Mr. Saiid has developed the scope of work and budget being proposed. He and Mr. Riha's signatures verify their review and commitment to perform the work as described within the budget outlined in this proposal.

During project execution, Mr. Saiid will review the weekly project reports showing cost expended in the previous week against the budget. The report also identifies the staff working on the project enabling verification that sufficient resources are delivered to the project.

CACTUS AVENUE / NASON STREET IMPROVEMENT PROJECT

APPENDIX



SIMON SAIID, PE, GE | Project Manager / Geotechnical Engineer

EDUCATION:

- M.S., Civil Engineering
- B.S., Civil Engineering

REGISTRATIONS:

- California Geotechnical Engineer – 2641
- California Civil Engineer – 62375

KEY EXPERIENCE

- ✓ Extensive and local professional services for public works construction
- ✓ Can read and interpret construction drawings and specifications.
- ✓ Practical and beneficial knowledge of City procedures
- ✓ Thorough understanding of Caltrans field methods, practices, and construction procedures.

Total Years of Experience: 22

Mr. Saiid has more than 22 years of engineering design and construction supervision experience for the civil and geotechnical aspects of projects related to infrastructure work, public facilities, and land development.

HEACOCK BRIDGE WIDENING, MORENO VALLEY, CA. Geotechnical Engineer for design recommendations for proposed widening of Heacock bridge located along the east side of March Airfield. Design of the box culvert, earthwork construction and pavement sections followed Caltrans design Standards.

LASSELLE STREET ROAD WIDENING, MORENO VALLEY, CA. Geotechnical engineer for the widening of a 5,280-linear foot segment of Lasselle Street between Alessandro Boulevard and John F. Kennedy Drive. Leighton implemented various field and laboratory testing methods to provide cost effective measures for the removal/protection of on-site granitic rock slope/outcropping. The measures included installation of rock anchors, selective removal of loose rocks from the slope face, laying the slope back to a flatter slope face angle where feasible, or a combination of any of these methods.

IVY STREET BRIDGE OVER MURRIETA CREEK IMPROVEMENTS, MURRIETA, CA. Project Manager for geotechnical recommendations and material testing services during construction. This included reviewing and monitoring compaction grouting procedures, which were implemented for the purpose of improving the underlying alluvial deposits and mitigate liquefaction potential. Leighton’s responsibilities included performing Gamma-Gamma Logging (GGL) and Cross-Sonic Logging (CSL) of all piles per Caltrans. Leighton also provided soils and materials testing during fill placement for bridge approaches, concrete box girders, curb & gutter, sidewalks, paving, and associated appurtenances

SR-60 WIDENING, BETWEEN THEODORE STREET AND REDLANDS BOULEVARD, MORENO VALLEY, CA. Project Engineer for the preparation of a Geotechnical Report for the proposed SR-60 widening which was submitted to and approved by Caltrans. Leighton implemented various field and laboratory testing, and slope stability analyses to provide cost effective design and grading of the new slope and on- and off-ramps.

HIGHLAND FAIRVIEW CORPORATE PARK AND MORENO HIGHLANDS, MORENO VALLEY, CA. Principal Engineer during nearly four years of multi-phased investigations to clear portions of the nearly 2,000-acre property of active earthquake faults; perform evaluation of compressible soils; determine detailed remedial earthwork evaluations for the proposed 85-acre, 1,820,000-square-foot Skechers logistics facility. Geotechnical evaluations were also performed for the widening of adjacent SR 60 and a large RCFC box culvert, which parallels one side of the building foundations.

MORENO VALLEY AND TEMECULA VALLEY REGIONAL WATER RECLAMATION FACILITY WASTE ACTIVATED SLUDGE THICKENING EXPANSION. Geotechnical engineer/ senior reviewer of geotechnical services for structures, pavements and pipelines associated with the Eastern Municipal Water District project.

PERRIS WATER FILTRATION PLANT PHASE II (EMWD), PERRIS, CA. Geotechnical engineer/ senior reviewer providing oversight of geotechnical engineering and testing services during the expansion phase II- Raw Water Augmentation Pump Station and associated pipeline construction.

LINE F CHANNEL, MORENO VALLEY, CA. Geotechnical Engineer for the 760-acre master-planned development (Aquabella), which included specific studies for the Riverside County Flood Control (RCFC) earthen berm, concrete lined, Line F Channel traversing the site. Geotechnical reports provided grading recommendations as well as drainage provisions in areas supporting wetland habitat areas above the channel.

PERRIS VALLEY CHANNEL, PERRIS, CA. Geotechnical Engineer responsible for providing design recommendations and materials testing services for widening of the existing channel associated with "The Villages of Avalon Residential Development." Responsibilities included providing geotechnical recommendations for remedial grading and compaction testing in accordance with RCFC requirements.

TEMECULA COMMUNITY CENTER EXPANSION PROJECT, TEMECULA, CA. Project Manager/Geotechnical Engineer for design and material testing services during construction including subgrade soils, aggregate base and asphalt concrete. Materials testing and special inspection services were also provide during Phase 2 Expansion.

ABELIA STREET BRIDGE, TEMECULA AREA, CA. Project Manager/ Geotechnical Engineer during design and construction of a 150-foot long bridge crossing over Warm Springs Creek. Following a detailed settlement evaluation of the underlying alluvium, a shallow foundation option was selected.

NICOLAS ROAD IMPROVEMENTS, TEMECULA, CA. Geotechnical Engineer/Project Manager for testing of subgrade soils, aggregate base and asphalt concrete/slurry seal for road widening and pavement rehabilitation.

WINCHESTER ROAD MEDIAN IMPROVEMENTS, TEMECULA, CA. Geotechnical Engineer for evaluation and testing of subgrade and base materials during construction of several right/left turn pockets in accordance with the Project Specifications and City requirements. ☐

ROBERT F. RIHA, PG, CEG | Principal Geologist

EDUCATION:

- B.S., Geological Sciences

REGISTRATIONS:

- California Engineering Geologist - 1921
- California Professional Geologist - 5866

KEY EXPERIENCE

- Extensive and local professional services for public works construction
- Principal Geologist for Aquabella geologic exploration
- Practical and beneficial knowledge of City procedures

Total Years of Experience: 26

Mr. Riha has over 25 years of professional experience performing and managing geotechnical assessments for planning and construction. His experience includes on-site geological investigations and services during construction for large tentative tracts, commercial developments, and geotechnical investigations of distressed structures. He performs and supervises investigations and construction of slope stability and landslide remediation, site-specific geologic faulting, liquefaction, and dynamic settlement evaluations, evaluation of rock rippability and seismic hazard studies. These services have been performed at all stages of project development, from feasibility and planning of new work through construction, and forensic studies and remedial work related to failed structures. Mr. Riha’s clients include private owners, residential and commercial/industrial developers, school districts, and public agencies.

LASSELLE STREET ROAD WIDENING, MORENO VALLEY, CA. Project Manager during the Preliminary Geotechnical Exploration for the proposed road widening of Lasselle Street; work included stability analysis of the rock slope after planned removal, and provided rock slope protection mitigations. Consultation was also provided to the project design civil engineer and City representatives during reparation of final construction design documents and provided project management and consultation during roadway widening construction.

I-15 WIDENING, WINCHESTER ROAD OVERPASS, AND SR-79 NORTH WIDENING, TEMECULA, CA. Project Geologist. Sampling, laboratory testing and field density testing of earthwork construction, aggregate base and asphalt materials. Testing was performed in accordance with the Caltrans and City of Temecula requirements. Materials inspection included observation and testing during construction of tie-back retaining walls.

AQUABELLA, MORENO VALLEY, CA. Principal Geologist for the 760-acre residential and commercial planned development. Studies were performed to evaluate the Riverside County Flood Control (RCFC) earthen berm, concrete lined Line F Channel traversing the site along with two possible bridge spans. Recommendations were crafted to provide suitable grading recommendations as well as drainage provisions in areas supporting wetland habitat areas above the channel area as well as for widening of Cactus Avenue and Lassalle Street fronting the project. Provided geologic oversight and consultation during rough grading.

CORPORATE PARK (SKECHERS) LINE F CHANNEL AND EUCALYPTUS AVENUE, MORENO VALLEY, CA. Principal Geologist for the Highland Fairview Corporate Park commercial development. Provided geologic studies from EIR through construction completion. Studies were performed to evaluate the Riverside County Flood Control RCB culvert from SR-60, around the Skechers building, to south of the new Eucalyptus Avenue fronting the project. Recommendations were also provided for

grading and improvement construction of Eucalyptus Avenue from Redlands to Theodore.

EMWD REGIONAL WATER RECLAMATION FACILITY EXPANSION AND UPGRADE, TEMECULA, CA. Principal Geologist and Senior Reviewer.

Performed a detailed geotechnical investigation for the expansion and upgrade phase of this project. This project consisted of two new 80-foot-diameter digesters, one clarifier, a maintenance building, two out-of-compliance and one tertiary-effluent storage ponds, and associated pipelines.

EMWD BOOSTER PUMP STATION AND PIPELINES, SCOTT ROAD, MENIFEE, CA. Principal Geologist and Senior Reviewer of a subsurface

geotechnical investigation for a two-mile pressurized water pipeline and a booster pump station. Provided field geotechnical testing and consulting services during grading and construction of the booster pump station and pipeline construction.

EMWD PERRIS WATER FILTRATION PLANT PHASE II, PERRIS, CA. Principal Geologist. Provided field geotechnical testing and consulting services during the expansion phase II- Raw Water Augmentation Pump Station and associated pipeline construction.

PERRIS VALLEY LATERAL "B" STAGE 2, MORENO VALLEY, CA. Principal Geologist during site geotechnical investigation for a 2-mile-long channel widening design for Riverside County Flood Control. The study provided remedial grading recommendations for the 13-foot-high channel embankments at two bridge crossings.

EMWD 21-INCH DIAMETER SEWER, JEFFERSON AVENUE, VIA MONTEZUMA AND DEL RIO ROAD, TEMECULA, CA. Principal

Geologist/Senior Reviewer. Performed a subsurface geotechnical investigation for the 21-inch diameter gravity sewer pipeline and investigated the feasibility for pipe jacking and bursting of existing pipe along the alignment.

CHARDONNAY HILLS, TEMECULA, CA. Principal Geologist for this 250-acre site. Geotechnical services during grading, street paving, and home construction; included geotechnical services and concrete inspection for a 96-inch-diameter cast-in-place storm drain pipeline.

HARVESTON, TEMECULA, CA. Principal Geologist for the 550-acre residential and commercial planned development. Additional studies were performed to support the use of onsite soils to create the man-made lake liner, which prevented the need to import, impermeable clay materials. Recommendations were crafted to suit the needs of four homebuilders and one apartment boulder and various commercial builders.

JEFF DELAND | Staff Geologist

EDUCATION:

- B.S., Geology

REGISTRATIONS:

- 40-Hour HAZWOPER
- Nuclear Gauge Certification

KEY EXPERIENCE

Experience working for the city of Moreno Valley

Caltrans and EMWD experience

Total Years of Experience: 8

Mr. DeLand has eight years’ experience on a wide range of projects, including preliminary geotechnical investigations, rock rippability studies, and rock slope stability analysis. He has worked on roadway projects, residential developments, and institutional and commercial facilities

IVY STREET BRIDGE OVER MURRIETA CREEK, MURRIETA, CA.

Staff Geologist. Responsibilities included reviewing and monitoring compaction grouting procedures, which were implemented for the purpose of improving the underlying alluvial deposits and mitigate liquefaction hazard

LASSELLE STREET ROAD WIDENING, MORENO VALLEY, CA. Performed geologic mapping during initial site reconnaissance, aerial photo analysis and field verification with GPS equipment. Provided recommendations on placement and conducted observations on rock bolt tensioning on large cut slope.

SKECHERS DISTRIBUTION CENTER, MORENO VALLEY, CA. Staff Geologist during all phases of rough grading and site improvement construction. Mr. Deland mapped excavations for signs of possible site faulting, approved and recorded all remedial earthwork activities and worked closely with the design team and contractor for contractor assurance to project specifications.

EMWD WATER RECLAMATION FACILITY EXPANSION AND UPGRADE, TEMECULA, CA. Staff Geologist for the geotechnical investigation for the expansion and upgrade phase. The project consisted of two new 80-foot-diameter digesters, on clarifier, a maintenance building, two out-of-compliance and one tertiary-effluent storage ponds and associated pipelines.

EMWD BOOSTER PUMP STATION AND PIPELINES, SCOTT ROAD, MENIFEE, CA. Staff Geologist for a subsurface geotechnical investigation for a 2-mile pressurized water pipeline and a booster pump station. Work included field geotechnical testing during grading and construction.

EMWD BOOSTER PUMP STATION AND PIPELINES, SCOTT ROAD, MENIFEE, CA. Staff Geologist for a subsurface geotechnical investigation for a 2-mile pressurized water pipeline and a booster pump station. Work included field geotechnical testing during grading and construction

MCALLISTER HILLS, RIVERSIDE, CA. As Staff Geologist, performed drilling and sampling activities around an on-site Metropolitan Water District Upper Feeder pipeline to support analysis of the pipeline settlement due proposed roadway embankment to.

BASHIR S. SAID | Staff Geologist

EDUCATION:

- B.S., Mathematics (Minor in Geology)

REGISTRATIONS:

- Nuclear Soil Gauge Certificate

KEY EXPERIENCE

- Local agency experience
- Knowledge of site geology
- Caltrans and EMWD experience

Total Years of Experience: 5

Mr. Saiid has experience as a staff engineer/geologist, working on a variety of projects, including public facilities, street rehabilitation, and water transmission. He is also experienced in geotechnical observation and testing during rough- and post-grading, and evaluation of lab data

PHASE 60 PAVEMENT REHABILITATION, COACHELLA, CA. Soils Technician for a project consisting of pulverizing the existing streets, compacting the pulverized material, placing new aggregate base, and re-paving. The extent of the project covered an approximate total surface of 1,829,000 square feet. Performed field testing during the construction, concrete and asphalt sampling for laboratory testing in accordance with Caltrans standards.

CACTUS AVENUE AND NASON STREET IMPROVEMENTS, MORENO VALLEY, CA. Performed field logging and coordination with City staff during geotechnical/pavement evaluations. Responsibilities included preparing traffic control plans and obtaining encroachment permits to drill/core within existing street right-of-ways

BOB HOPE DRIVE WIDENING, RANCHO MIRAGE, CA. Soils Technician site for observation and testing of fill soils, aggregate base and asphalt concrete placement and compaction. The project included construction of subgrade, aggregate base, asphalt concrete and possible utility relocation trench backfill, PCC gutters, sidewalks handicap ramps, median islands, depressions and driveway improvements.

OVERLAND DRIVE EXTENSION, TEMECULA, CA. Staff Geologist for Phase I Environmental Site Assessment of three properties on Enterprise Circle West and Commerce Center Drive. Provided historical research, including local agency document review. The Phase I was part of the overall project scope to design and construct a new bridge coring over Murrieta Creek between Rancho California Road and Winchester Road, including acquisition of right-of-way and the installation of a new signal at Diaz Road. Project will include studying suitable locations for a new crossing, environmental studies, and mitigation.

REMINGTON AVENUE DUE-DILIGENCE, TEMECULA, CA. Staff Geologist supporting a due diligence investigation for a proposed commercial development. Provided the project engineer with a review of available information, including referenced geotechnical reports, coordination of subsurface excavations with Underground Service Alert (USA) for locations of buried utilities, and responding to the questions and concerns from the utility company representatives prior to the field exploration. Coordinated with the drilling subcontractor and was no site during borings to obtain representative samples.

LOREN MURPHY | Senior Engineering and Concrete Technician

REGISTRATIONS:

- Caltrans Certifications
 - Caltrans: 125
 - Caltrans: 504
 - Caltrans: 533
 - Caltrans: 539
 - Caltrans: 540
 - Caltrans: 556
- CNP Certification – Certified Nuclear Gage Operator
- ACI Concrete Field Testing Technician - Grade I

KEY EXPERIENCE

- Experience working with City personnel as a team to maintain effective field control over contractor's activities, plan ahead for upcoming field activities
- Prepares thorough reports of daily field activities with GPS and laptop for added accuracy and reporting efficiency
- Skilled in inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection
- EMWD, Caltrans, RCFC experience

Total Years of Experience: 14

Mr. Murphy has experience providing geotechnical field observations and compaction testing during trench backfill and roadway improvements for numerous new streets, pavement rehabilitation, water and sewer pipelines and flood control structures. Mr. Murphy's competency was demonstrated during construction of Eucalyptus Ave and Redlands Blvd, when he worked closely in full cooperation with City Public Works Inspectors Mr. Eddie Godinez and Mr. Alex Ramirez.

As a field technician, he understands and is capable of implementing all City inspection related requirements and can supplement the City's inspection staff during those times when they were not able to be onsite.

SKECHERS NO. AMERICAN OPERATION HEADQUARTERS, MORENO VALLEY, CA. Field Engineering Technician responsible for geotechnical observation and testing services during ground preparation and fill placement. Full-time observation and documentation of fill placement and compaction for the Line F storm drain box culvert as well as basins, wet and dry utilities, and building pads. The scale of project involved moving up to 110,000 cubic yards of fill material per day, six days per week, with up to 40 scrapers and support equipment. The grading effort produced over 1,500 field compaction tests in 37 days of grading the 1.8-million-square-foot building pad. Mr. Murphy performed field density testing with the use of GPS and PDA's during all testing to enable quick follow up. Field reports were provided to City representatives as-needed on a daily basis. Project field files maintained on site for project team reference.

LASSELLE STREET WIDENING, MORENO VALLEY, CA. Senior Engineering Technician for geotechnical field observation and compaction testing. Services provided during roadway remedial earthwork grading, embankment grading, trench backfilling operations, pavement subgrade preparation and compaction, and pavement aggregate base and asphalt concrete placement and compaction

GRAVITY SEWER, PATTERSON AVENUE, NANDINA AVENUE, AND WESTERN WAY, PERRIS, CA. Engineering soil technician, provided geotechnical field observation and testing services during the construction of 5,000 foot long, 12-inch diameter vitrified clay gravity sewer pipeline, for Eastern Municipal Water District.

MANZANITA II TANK DRAINAGE IMPROVEMENTS, MORENO VALLEY, CA. Engineering soil technician, provided geotechnical field observation and testing services during grading and fill placement of the detention basin near the intersection of Pettit Street and Manzanita Avenue, as well as pavement construction for portion of Pettit Street north of Locust Avenue, for Eastern Municipal Water District

STATE PROJECT WATER SUPPLY PIPELINE, PERRIS, CA. Engineering soil technician, currently providing geotechnical field observation and testing

services during construction of a 36 inch diameter 7,700-foot-long concrete water pipeline, for Eastern Municipal Water District.

GRAVITY SEWER, PATTERSON AVENUE, NANDINA AVENUE, AND WESTERN WAY, PERRIS, CA. Engineering soil technician, provided geotechnical field observation and testing services during the construction of 5,000 foot long, 12-inch diameter vitrified clay gravity sewer pipeline, for Eastern Municipal Water District.

RAMONA EXPRESSWAY GRAVITY SEWER, PERRIS, CA. Engineering soil technician, provided geotechnical field observation and testing services during the construction of sewer pipeline, for Eastern Municipal Water District.

OLD TOWN CIVIC CENTER, TEMECULA, CA. Field Engineering Supervisor. Provided full time geotechnical field observation and testing services during grading.

ROMOLAND COMMUNITY CENTER, ROMOLAND, CA. Field Engineering Technician responsible for full-and part-time observation and compaction testing during over-excavation and fine grading of building pad, pavement areas and backfill compaction of underground utilities, and part-time observation and testing of pavement subgrade and aggregate base construction.

PROFESSIONAL HOSPITAL SUPPLY DISTRIBUTION CENTER, TEMECULA, CA. Senior Engineering Technician. Responsibilities included fulltime geotechnical observation and testing service during rough grading, remedial overexcavation and construction of onsite and offsite underground utilities, and pavement improvements. The project included a 20-foot high GeoGrid type retaining wall along the project perimeter.

GEORGE RUIZ | Engineering and Concrete Technician

EDUCATION

B.S., Business Administration,
 International Marketing
 Management

REGISTRATIONS:

- Caltrans Certifications

125 A	533
125 B	539
216	540
231	543
375	556
504	557
518	
- CNP Certification –
 Certified Nuclear Gage
 Operator
- ACI Concrete Field
 Testing Technician -
 Grade I

KEY EXPERIENCE

Indispensible interpersonal skills for effective and results oriented decision making

Prepares thorough reports of daily field activities with GPS and laptop for added accuracy and reporting efficiency

Skilled in inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection

EMWD, Caltrans, RCFC experience

Total Years of Experience: 11

George Ruiz has experience participating in and supervising field crews that are responsible for observing and testing the quality of earthwork, including mass excavation and fill control, construction of groundwater drainage systems, preparation of infrastructure, and erosion control. His other duties are observation, testing and treatment of a wide variety of soil problems, including compressibility or collapsibility, expansiveness, corrosiveness, permeability, compaction, and problematic moisture conditions.

SR-91/VAN BUREN BOULEVARD INTERCHANGE, RIVERSIDE, CA. Field Technician responsible for geotechnical observation, concrete sampling during construction of the proposed interchange, providing recommendations for subgrade preparation based on observations of the contractor’s excavations. All testing was performed to Caltrans standard test methods. Project includes replacement of Van Buren Boulevard overcrossing with 2-span cast-in-place pre-stressed concrete box girder bridge. This project also includes the construction of on- and off-ramps, retaining walls, utility lines, lighting and traffic signals, drainage systems, sidewalks, slope protection, and landscaping.

I-15/CANTU-GALLEANO RANCH ROAD INTERCHANGE, MIRA LOMA, CA. Senior Engineering Technician responsible for; quality assurance, sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement per Caltrans specifications.

RAMONA AVENUE/UPRR GRADE SEPARATION, MONTCLAIR, CA. Senior Engineering Technician responsible for; quality assurance, sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement per Caltrans. The project constructed a four-lane bridge over the UP railroad.

BEAUMONT AVENUE BRIDGE, LOMA LINDA, CA. Senior Engineering Technician responsible for draft of grading plans, and geotechnical observation and testing of compaction and moisture content during rough and post grading.

MAIN STREET AND ONTARIO AVENUE WIDENING AND REALIGNMENT, CORONA, CA. Senior Engineering Technician responsible for quality assurance and control, observation and testing of compaction and moisture content during post grading. Widening of north side of Ontario Avenue, adjacent to the Town Square Development, between Belle Avenue and Dana Street.

BRIDGES AT FOUR SEASONS, BEAUMONT, CA. Senior Engineering Technician responsible for draft of grading plans, and geotechnical observation and testing of compaction and moisture content during rough and post grading for four bridges crossing Potrero Creek.

MICHAEL THOMPSON | Senior Engineering Technician

REGISTRATIONS:

- Caltrans Certifications

125 A & B	533
216	539
231	540
504	556
518	557
523	
- CNP Certification – Certified Nuclear Gage Operator
- ACI Concrete Field Testing Technician - Grade I

KEY EXPERIENCE

- Experience working with City personnel to plan ahead for upcoming field activities

Prepares thorough reports of daily field activities with GPS and laptop for added accuracy and reporting efficiency
- Skilled in inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection
- EMWD, Caltrans, RCFC experience

Total Years of Experience: 11

Mr. Thompson has 12 years of experience in field observation, testing, documentation, and report on work performed by contractors involved in earthwork grading and post grading, monitoring of rock blankets, subsurface drainage systems as well as backfill. He has performed pipeline backfill, foundation and inspection of materials such as base, asphalt and concrete, fill slope testing, percolation testing and concrete sampling. Mr. Thompson performs field density testing of soils and other construction materials, and contributes to field reports preparation.

BERGER ROAD IMPROVEMENTS, PALM DESERT, CA. Senior Engineering Technician responsible for; quality assurance, sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement per Caltrans during rough grading, underground utility, pavement and sidewalk construction . Work included 30,000 cubic yards of fill placement, 154,000 SF of pavement area, over 1000 LF of storm drain construction and various water/irrigation pipelines

WESTSIDE PARKWAY, BAKERSFIELD, CA. Engineering Technician during materials acceptance testing services. Providing asphalt paving observation, full- and part-time observation and compaction testing during backfill of storm drains, utility relocation and observation and testing of pavement subgrade and aggregate base construction. This is a new high capacity transportation corridor.

PLUMLEY ROAD PAVEMENT RECONSTRUCTION, CATHEDRAL CITY, CA. Field Operations Manager for subsurface field investigation. Monitored soil technicians during exploratory borings at depths of 2-3 feet below existing pavement surface.

PHASE 6 PAVEMENT REHABILITATION PROJECT, COACHELLA, CA. Field Operations Manager for geotechnical and material testing services. The project consisted of pulverizing the existing streets, compacting the pulverized material, placing new aggregate base, and re-paving. The extent of the project covered an approximate total surface of 1,829,000 square feet, including the Dillon Road Widening project. Performed field testing during the construction, geotechnical laboratory testing, concrete testing, and laboratory testing of asphalt in accordance with Caltrans standards.

EAST PALM CANYON BRIDGE, CATHEDRAL CITY, CA. Field Operations Manager responsible for geotechnical observations, special inspections and testing during construction of the East Palm Canyon Bridge Widening. Construction includes falsework; installation of CIDH piles; deck widening; bridge sidewalks and railings as well as roadway excavation for approaches; installation of a traffic signal at Bankside Drive; construction of curb, gutter, sidewalk, paving, signing, striping and appurtenances. All work conformed to the requirements set forth by the Federal Highway Administration (FHWA) and the Caltrans.

SCOTT WATSON | Engineering Technician

REGISTRATIONS:

- Caltrans Certifications

105	216
106	231
125 A & B	
- CNP Certification – Certified Nuclear Gage Operator
- ACI Concrete Field Testing Technician - Grade I

KEY EXPERIENCE

Experience working with City of Moreno Valley personnel

Prepares thorough reports of daily field activities with GPS and laptop for added accuracy and reporting efficiency

Skilled in inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection

EMWD, Caltrans, RCFC experience

Total Years of Experience: 18

Mr. Watson has been involved with numerous developments for public infrastructure improvements providing geotechnical field observations and compaction testing during rough grading, trench backfill and roadway improvements. He has observed and tested subgrade for arterial roads and private streets. He has performed geotechnical observation and testing during construction of below grade retaining and storm water system structures, earth retaining structures, bridge abutments, and channel improvements.

IVY STREET BRIDGE OVER MURRIETA CREEK IMPROVEMENTS, MURRIETA, CA. Field Technician. Performed soils and materials testing during fill placement for bridge approaches, curb and gutter, sidewalks, paving, and associated appurtenances. Mr. Watson also coordinated field scheduling with project CM and provided daily reports and testing results on daily basis.

LASSELLE STREET ROAD WIDENING, MORENO VALLEY, CA. Field Technician with responsibility for geotechnical field observation and compaction testing. Services were provided during roadway remedial earthwork grading, embankment grading, trench backfilling operations, pavement subgrade preparation and compaction, pavement aggregate base and asphalt concrete placement and compaction, and slurry seal wet track abrasion testing.

MCALLISTER STREET IMPROVEMENTS, RIVERSIDE, CA. Senior Engineering Soil Technician. Provided geotechnical field observation and testing services during the street improvements.

MERCEDES AND MAIN STREET IMPROVEMENTS, TEMECULA, CA. Field Technician responsible for field geotechnical testing services during grading, pavement and utility construction of street improvements associated with new Town Square Project. Field and laboratory testing is in compliance with Caltrans test methods.

OLD TOWN PARKING STRUCTURE AND CIVIC CENTER, TEMECULA, CA. Field Technician responsible geotechnical testing during rough and precise grading for the parking structure and future civic center site, wet and dry utilities, site drainage, erosion control, site retaining walls, a perimeter asphalt concrete access road, a 462-space, four-level parking structure.

SIERRA CREEK, RIVERSIDE, CA. Senior Engineering Soil Technician responsible for fulltime observation and testing during rough grading and both on and off site utility construction and street improvements for 200+ lot residential tract development. This work included testing during construction of a 30 inch diameter ductile iron water line and 30 foot deep 66 inch RCP storm drain line.

In accordance with the above scope of services and the RFP, Table below provides a summary of estimated amount of construction inspection and materials testing for this project. A detailed cost breakdown is provided in the fee proposal.

The resource allocation matrix is based on Leighton’s experience on similar projects and the requirements included in the RFP. The actual hours needed during construction will primarily depend on the completeness of construction/bid documents, contractor’s procedures, conditions encountered during construction and soils testing firm’s familiarity with onsite soils.

TASK DESCRIPTION	STAFF HOURS				
	Principal Eng./ PM	Staff Geologist	Soil Technician	ACI Technician	Administrative
Schedule A: Street improvements for Cactus Avenue					
Field Support - includes observation, sampling, and testing of fill, OX, subgrade soils, AB, and AC	12	16	260		6
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	8	8			8
Total	20	24	260	0	14
Schedule B: Street improvements for Nason Avenue and Iris Ave					
Field Support - includes observation, sampling, and testing of remedial grading, fill, subgrade soils, AB, and AC	12	16	480		8
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	12	12			8
Total	24	28	480	0	16
Schedule C: Nason Street Bridge over Line "F" Channel					
Field Support - includes observation, sampling, and testing of fill/subgrade soils, concrete structures, and pile driving	16	48	20	60	4
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	14	8			8
Total	30	56	20	60	12
Schedule D: Line "J" Channel, Stage 2					
Field Support - includes observation, sampling, and testing of fill/subgrade soils and concrete structures	8	12	120	240	6
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	6	8			8
Total	14	20	120	240	14
Schedule E: SCE Undergrounding along Cactus Ave					
Field Support - includes observation, sampling, and testing of trench backfill, QA/QC	1	1	40		2
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	2	2			2
Total	3	3	40	0	4

TASK DESCRIPTION	STAFF HOURS				
	Principal Eng / PM	Staff Geologist	Soil Technician	ACT Technician	Administrative
ADDITIVE ALTERNATIVES					
Bid "A": Line J-9 Channel					
Field Support - includes observation, sampling, and testing of trench backfill, QA/QC	4	4	60	24	4
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	2	2			2
Total	6	6	60	24	6
Bid "B": Nason Street Lighting					
Field Support - includes observation, sampling, and testing of trench backfill, QA/QC	1	2	60	4	2
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	1	2			2
Total	2	4	60	4	4
Bid "D": Cactus Ave Lighting					
Field Support - includes observation, sampling, and testing of trench and vault backfill	1	4	60	4	2
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	2	2			2
Total	3	6	60	4	4
Bid "E": Nason Street Sewer					
Field Support - includes observation, sampling, and testing of trench backfill, QA/QC	2	2	120		4
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	2	2			4
Total	4	4	120	0	8
Bid "F": Traffic Signal Interconnect					
Field Support - includes observation, sampling, and testing of trench backfill, QA/QC					
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	1	1			1
Total	1	1	0	0	1
Bid "G": Nason Street Water					
Field Support - includes observation, sampling, and testing of trench backfill, QA/QC	2	2	120		4
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	2	4			4
Total	4	6	120	0	8
Bid "H": Cactus Avenue Water					
Field Support - includes observation, sampling, and testing of trench backfill, QA/QC	1	1	60		2
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	2	2			2
Total	3	3	60	0	4

TASK DESCRIPTION	STAFF HOURS				
	Principal Eng / PM	Staff Geologist	Soil Technician	ACI Technician	Administrative
Bid "I": Nason Street and Cactus Avenue Recycled Water					
Field Support - includes observation, sampling, and testing of trench backfill, QA/QC	2	4	220		4
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	3	6			4
Total	5	10	220	0	8
Bid "J": Line F Channel					
Field Support - includes observation, sampling, and testing of fill/subgrade soils and concrete structures	8	16	120	280	10
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	6	6			10
Total	14	22	120	280	20
Bid "K": Interim Line F Channel Improvements					
Field Support - includes observation, sampling, and testing of fill/subgrade soils and concrete structures	4	4	8	8	2
PM / Office Support - respond to RFIs, attend progress meetings, provide technical support, and review/submit final reports and invoices	2	2			2
Total	6	6	8	8	4
TOTAL STAFF / LABOR (hours) =					
	139	199	1748	620	127

LABORATORY TESTS AND PICKUPS													
BASE BID	Proctor	El	R-value	Hveem	Extraction	Sulfate	SE	Sieve	Cylinders	Durability	Cleanness	Rebar	Pickup
Schedule A: Street improvements for Cactus Avenue	6	3	4	3	3			2					
Schedule B: Street improvements for Nason Avenue and Iris Ave	6	6	9	4	4			4					
Schedule C: Nason Street Bridge over Line "F" Channel								5	80	5	5	30	15
Schedule D: Line "J" Channel, Stage 2						4			320	6	6	30	60
Schedule E: SCE Undergrounding along Cactus Ave	1						2	1					
ALTERNATIVES													
Bid "A": Line J-9 Channel	1	2				4			28			4	6
Bid "B": Nason Street Lighting	1	1						1	4				1
Bid "D": Cactus Ave Lightning	1	1						1	4				3
Bid "E": Nason Street Sewer	3	1				1	3	2					
Bid "F": Traffic Signal Interconnect	1	1	1	1	1								
Bid "G": Nason Street Water	2	1				1	3	2					
Bid "H": Cactus Avenue Water	3	1				1	3	2					
Bid "I": Nason Street and Cactus Avenue Recycled Water	3	1				2	3	3					
Bid "J": Line F Channel	3	6				3			300			10	50
Bid "K": Interim Line F Channel Improvements	2	1				2			8			2	2
Laboratory Tests Total	33	25	14	8	8	18	14	23	744	11	11	76	137

Proposed Additions

Proposal Contents

The RFP posted by the City of Moreno Valley titled "REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL SERVICES FOR CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT CACTUS AVENUE (FROM LASSELLE STREET TO NASON STREET) NASON STREET (FROM CACTUS AVENUE TO IRIS AVENUE) PROJECT NUMBER: 12-12599520" shall be incorporated in its entirety as a part of this Proposal.

Agreement for Professional Consultant Services

The RFP for Project No. 12-12599520 and this Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

Additions or Exceptions The City's Request For Proposal

Leighton's services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "Additions or Exceptions to The City's Request for Proposal."

Additions or Exceptions to The City's Request For Proposal

Leighton has no additions to the city's request for proposal as provided.

Exception to weekly certified payroll. Leighton requests submission of certified payroll on a monthly basis, concurrent with monthly invoicing.

Change in Consultant Personnel

Leighton Consulting, Inc. acknowledges and understands that the Leighton will not be allowed to change a sub-consultant without written permission from the City.

Not-To Exceed Fee

All charges submitted with and made a part of this proposal for Leighton's services are submitted as a Not-to Exceed Fee and include *conservatively estimated reimbursable expenses*.

Project Documentation

As customary for services performed, Leighton will document and provide the results of the work to the satisfaction of the City. This will include preparation of field and other daily documentation prepared onsite which will be provided to the City's Project Inspector and Engineer immediately. Final as-graded reports will be provided within seven days. Laboratory test results will be distributed less than 48 hours from completion. Leighton also has the capability to provide test results through a secure web-based portal.

Defects or Hazardous Conditions

Leighton will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site.

Hourly Rate Schedule

Submitted in a separate sealed envelope as part of this Proposal submittal.

Leighton understands and agrees that all extra work will require prior approval from the City. Estimated number of hours for Project Number: 12-12599520 are included in the Resource Matrix, Appendix Page 2.

Non Discrimination Policy

It is the policy of Leighton Group, Inc. to employ, advance in employment, and otherwise treat all employees and applicants for employment without regard to race, color, religion, sex, age, national origin, physical or mental disability, or Vietnam-era or disabled veteran status.

Leighton Group, Inc. has established an Affirmative Action Plan to promote the employment and advancement of members of those covered groups identified by statute and regulations, including minorities, women, qualified disabled individuals and disabled veterans and Vietnam-era veterans.

Federal Laws And Regulations

Leighton shall comply with all federal laws and regulations, or any state or local laws or regulations.

Contract Records Availability

Leighton Consulting will allow authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

Davis-Bacon Fair Labor Standards

Leighton Consulting shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Copeland Anti-Kickback Act

Leighton Consulting shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Clayton Act and Cartwright Act

Leighton Consulting offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

DBE/UDBE Participation

AP Engineering and Testing – UDBE – Geotechnical testing

TGR Geotechnical – DBE – Geotechnical Testing

Required Forms

Complete "disclosure of Lobbying Activities" (Form LLL)

Complete list of subconsultants

Complete proposer’s list of subconsultants (DBE and Non-DBE)-Parts I and II (attached)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><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>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award</p> <p style="text-align: center;">NOT APPLICABLE</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes</p> <p>or Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee LEIGHTON CONSULTING INC. 17781 COWAN; IRVINE, CA 92614 Congressional District, if known: 48TH</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):</p>	
<p>(attach Continuation Sheet(s) SF - LLL - A if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____</p>	
<p>12. Forum of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Code 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 \$10,000.00 and not more than \$100,000.00 for each such failure.</p>	<p>Signature: </p> <p>Print name: <u>Robert Riha</u></p> <p>Title: <u>Sr Principal</u></p> <p>Telephone No: <u>951-252-8914</u> Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

LIST OF SUBCONSULTANTS

PROJECT NAME: GEOTECHNICAL SERVICES FOR CACTUS AVENUE I NASON STREET IMPROVEMENT PROJECT

PROJECT NO. 12-12599520

CONSULTANT NAME: LEIGHTON CONSULTING, INC.

NAME AP Engineering and Testing	DESCRIPTION OF SUBCONSULTANT'S WORK Conduct geotechnical laboratory testing.
TELEPHONE 909- 869-6316	
ADDRESS 2607 POMONA BOULEVARD	
CITY, STATE ZIP Pomona, CA 91768	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Item No. G.9

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

The proposer shall list all subconsultants (both DBE and UDBE) in accordance with Section 2- 1.054 of the Standard Specifications and per Title 49, Section 6.11 of the Code of Federal regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal.

Firm Name / Address / City, State, ZIP	Phone/FAX	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only Certified DBE?
Name AP Engineering and Testing	909-869-6316 949- 221-0091	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> <\$5 million	Conduct geotechnical laboratory testing.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Address 2607 Pomona Boulevard		<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		If Yes List DBE #
City State ZIP Pomona, CA 91768				Age of Firm (yrs) 14
Name		<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
Address				If Yes List DBE #
City State ZIP				Age of Firm (yrs) 10
Name		<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
Address				If Yes List DBE #
City State ZIP				Age of Firm (yrs)
Name		<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
Address				If Yes List DBE #
City State ZIP				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	Phone/FAX	Annual Gross Receipts	Description of Portion of Work to be Performed	Local agency Use Only Certified DBE?
Name		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> Yes
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> No
City State ZIP		<input type="checkbox"/> < \$10 million		If Yes List DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (yrs)
		<input type="checkbox"/> > \$15 million		
Name		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> Yes
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> No
City State ZIP		<input type="checkbox"/> < \$10 million		If Yes List DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (yrs)
		<input type="checkbox"/> > \$15 million		
Name		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> Yes
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> No
City State ZIP		<input type="checkbox"/> < \$10 million		If Yes List DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (yrs)
		<input type="checkbox"/> > \$15 million		
Name		<input type="checkbox"/> < \$1 million		<input type="checkbox"/> Yes
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> No
City State ZIP		<input type="checkbox"/> < \$10 million		If Yes List DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (yrs)
		<input type="checkbox"/> > \$15 million		

NON



Leighton Consulting Inc.
ESTABLISHED 1988

TABLE 2 - Summary of Cost Estimate for Soils and Material Testing
 Cactus Avenue / Nason Street Improvements, City PN 12-12599520

Task Description			
Field Testing and Inspection	Hrs/Tests	Rates	Cost
Soil/Field Technician	1478	\$ 91	\$ 134,498
Staff Engineer/Geologist	142	\$ 110	\$ 15,620
PM / Principal Eng/ GE	141	\$ 178	\$ 25,098
Materials/Concrete Technician	360	\$ 81	\$ 29,160
Project Admin	102	\$ 65	\$ 6,630
		Subtotal	\$ 211,006
Laboratory Testing			
Sieve Analysis - soil & aggregate (8008)	19	\$ 90	\$ 1,710
Sand Equivalent - soil & aggregate (8022)	11	\$ 90	\$ 990
Expansion Index (8143)	15	\$ 120	\$ 1,800
Specific Gravity - Coarse (8013)	2	\$ 70	\$ 140
Sulfate Content (8054)	10	\$ 65	\$ 650
Maximum Density / Proctor (8100)	25	\$ 200	\$ 5,000
R-value (8090)	13	\$ 260	\$ 3,380
Concrete Cylinders (7200)	448	\$ 22	\$ 9,856
Flexural Strength of Concrete (7376)	4	\$ 65	\$ 260
Durability Index (7247)	9	\$ 190	\$ 1,710
Cleanness Value of Coarse Aggregate (7248)	9	\$ 195	\$ 1,755
Maximum Density - Hveem (7353)	7	\$ 125	\$ 875
Extraction by ignition (7358)	7	\$ 195	\$ 1,365
Mix Design Review (7206)	4	\$ 215	\$ 860
Tensile Strength Up to No. 10 (7300)	26	\$ 43	\$ 1,118
Tensile Strength No. 11 and over (7301)	10	\$ 95	\$ 950
Bend Test Up to No. 11 (7302)	16	\$ 43	\$ 688
Pick up Delivery of cylinders, cubes, etc. (6242)	86	\$ 70	\$ 6,020
		Subtotal	\$ 39,127
Misc./additional testing due to unforeseen conditions and extended construction schedule			
Soil/Field Technician	450	\$ 91	\$ 40,950
Staff Engineer/Geologist	76	\$ 110	\$ 8,360
PM / Principal Eng/ GE	48	\$ 178	\$ 8,544
Project Admin	30	\$ 65	\$ 1,950
		Subtotal	\$ 59,804
Total (all bids except below) =			\$ 309,937
OPTIONAL BIDS			
Additive Alternate Bid "E" - Nason Street Sewer		\$	13,007
Additive Alternate Bid "F" - Traffic Signal Intereconnect		\$	3,499
Additive Alternate Bid "J" - Line F Channel		\$	44,291



**TABLE 1 - Breakdown of Cost Estimate per Bid Schedule / Alternative
Cactus Avenue/Nason Street Improvements, City PN12-12599520**

TASK DESCRIPTION	Staff Hours / Laboratory Tests							Subtotal	Total
Base Bid - Schedule A	Principal Eng / PM	Staff geol	Soil Tech.	ACI Tech	Admin.	Other			
Street Improvements for Cactus Avenue <i>Field Support</i> - includes observation, sampling, and testing of fill, OX, subgrade soils, AB, and AC	14	14	240		6				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	8	6			8				
Total Hours =	22	20	240	0	14		\$ 28,866		
Main Laboratory Tests	Proctor	El	R-value	Hveem	Extraction	Sieve			
No. of Tests	5	3	4	3	3	2	\$ 3,540	\$ 32,406	
Base Bid - Schedule B	Principal Eng / PM	Staff geol	Soil Tech.	ACI Tech	Admin.	Other			
Street Improvements for Nason Avenue and Irls Ave <i>Field Support</i> - includes observation, sampling, and testing of remedial grading, fill, subgrade soils, AB, and AC	18	14	420		8				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	12	8			8				
Total Hours =	30	24	420	0	16		\$ 47,240		
Main Laboratory Tests	Proctor	El	R-value	Hveem	Extraction	Flexural			
No. of Tests	5	6	9	4	4	4	\$ 5,600	\$ 52,840	
Base Bid - Schedule C	Principal Eng / PM	Staff geol	Soil Tech.	ACI Tech	Admin.	Other			
Nason Street Bridge over Line *F* Channel <i>Field Support</i> - includes observation, sampling, and testing of fill/subgrade soils, concrete structures, and pile driving	16	34	20	70	4				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	16	6			8				
Total Hours =	32	40	20	70	12		\$ 18,366		
Main Laboratory Tests	Cylinders	Durability	Cleaness	Rebar	Pickup	Review Mix			
No. of Tests	80	4	4	36	15	4	\$ 6,758	\$ 25,124	
Base Bid - Schedule D	Principal Eng / PM	Staff geol	Soil Tech.	ACI Tech	Admin.	Other			
Line *J* Channel, Stage 2 <i>Field Support</i> - includes observation, sampling, and testing of fill/subgrade soils and concrete structures	12	8	180	240	6				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	6	8			8				
Total Hours =	18	16	180	240	14		\$ 41,694		
Main Laboratory Tests	Cylinders	Durability	Cleaness	Rebar	Pickup	Sulfate			
No. of Tests	320	5	5	10	60	4	\$ 14,375	\$ 56,069	
Base Bid - Schedule E	Principal Eng / PM	Staff geol	Soil Tech.	ACI Tech	Admin.	Other			
SCE Undergrounding along Cactus Ave <i>Field Support</i> - includes observation, sampling, and testing of trench backfill, QA/QC	4	1	70		4				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	2	2			2				
Total Hours =	6	3	70	0	6		\$ 8,158		
Main Laboratory Tests	Proctor	SE	Sieve	Sp Gravity	El				
No. of Tests	2	2	2	0	0		\$ 760	\$ 8,918	
Additive Alternate Bid *A*	Principal Eng / PM	Staff geol	Soil Tech.	ACI Tech	Admin.	Other			
Line J-9 Channel <i>Field Support</i> - includes observation, sampling, and testing of trench backfill, QA/QC	4	4	60	30	4				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	2	2			2				
Total Hours =	6	6	60	30	6		\$ 10,008		
Main Laboratory Tests	Proctor	El	Cylinders	Rebar	Pickup	Sulfate			
No. of Tests	1	2	28	4	6	4	\$ 1,908	\$ 11,916	
Additive Alternate Bid *B*	Principal Eng / PM	Staff geol	Soil Tech.	ACI Tech	Admin.	Other			
Nason Street Lightining <i>Field Support</i> - includes observation, sampling, and testing of trench backfill, QA/QC	2	2	48	4	4				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	1	2			2				
Total Hours =	3	4	48	4	6		\$ 6,056		
Main Laboratory Tests	Proctor	El	Cylinders	Rebar	Pickup	Sieve			
No. of Tests	1	1	4	0	1	1	\$ 568	\$ 6,624	



**TABLE 1 - Breakdown of Cost Estimate per Bid Schedule / Alternative
Cactus Avenue/Nason Street Improvements, City PN12-12599520**

TASK DESCRIPTION	Staff Hours / Laboratory Tests							Subtotal	Total
	Principal Eng / PM	Staff geol	Soil Tech.	ACI Tech	Admin.	Other			
Additive Alternate Bid "D"									
Cactus Ave Lightning									
<i>Field Support</i> - includes observation, sampling, and testing of trench and vault backfill	4	4	48	8	2				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	2	2			2				
Total Hours =	6	6	48	8	4		\$ 7,004		
Main Laboratory Tests	Proctor	EI	Cylinders	Rebar	Pickup	Sieve			
No. of Tests	1	1	8	2	2	1	\$ 726	\$ 7,730	
Additive Alternate Bid "E" (Optional)									
Nason Street Sewer									
<i>Field Support</i> - includes observation, sampling, and testing of trench backfill, QA/QC	2	2	110		4				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	2	2			4				
Total Hours =	4	4	110	0	8		\$ 11,682		
Main Laboratory Tests	Proctor	EI	Sulfate	SE	Sieve				
No. of Tests	3	1	1	3	3		\$ 1,325	\$ 13,007	
Additive Alternate Bid "F" (Optional)									
Traffic Signal Interconnect									
<i>Field Support</i> - includes observation, sampling, and testing of trench backfill, QA/QC	2	1	20		1				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	1	1			1				
Total Hours =	3	2	20	0	2		\$ 2,704		
Main Laboratory Tests	Proctor	EI	R-value	Hveem	Sieve				
No. of Tests	1	1	1	1	1		\$ 795	\$ 3,499	
Additive Alternate Bid "G"									
Nason Street Water									
<i>Field Support</i> - includes observation, sampling, and testing of trench backfill, QA/QC	2	2	110		4				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	2	4			4				
Total Hours =	4	6	110	0	8		\$ 11,902		
Main Laboratory Tests	Proctor	EI	Sulfate	SE	Sieve				
No. of Tests	2	1	1	3	2		\$ 1,035	\$ 12,937	
Additive Alternate Bid "H"									
Cactus Avenue Water									
<i>Field Support</i> - includes observation, sampling, and testing of trench backfill, QA/QC	1	1	60		2				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	2	2			2				
Total Hours =	3	3	60	0	4		\$ 6,584		
Main Laboratory Tests	Proctor	EI	Sulfate	SE	Sieve				
No. of Tests	3	1	1	3	3		\$ 1,325	\$ 7,909	
Additive Alternate Bid "I"									
Nason Street and Cactus Avenue Recycled Water									
<i>Field Support</i> - includes observation, sampling, and testing of trench backfill, QA/QC	2	4	200		4				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	3	4			4				
Total Hours =	5	8	200	0	8		\$ 20,490		
Main Laboratory Tests	Proctor	EI	Sulfate	SE	Sieve				
No. of Tests	3	1	2	3	3		\$ 1,390	\$ 21,880	
Additive Alternate Bid "J" (Optional)									
Line F Channel									
<i>Field Support</i> - includes observation, sampling, and testing of fill/subgrade soils and concrete structures	6	6	80	260	8				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	6	6			10				
Total Hours =	12	12	80	260	18		\$ 32,966		
Main Laboratory Tests	Proctor	EI	Cylinders	Rebar	Pickup	Sulfate			
No. of Tests	3	6	280	10	46	3	\$ 11,325	\$ 44,291	
Additive Alternate Bid "K"									
Interim Line F Channel Improvements									
<i>Field Support</i> - includes observation, sampling, and testing of fill/subgrade soils and concrete structures	4	4	22	8	2				
<i>PM / Office Support</i> - respond to RFIs, attend progress meetings, provide technical support, and review/submitt final reports and invoices	2	2			2				
Total Hours =	6	6	22	8	4		\$ 4,638		
Main Laboratory Tests	Proctor	EI	Cylinders	Rebar	Pickup	Sulfate			
No. of Tests	2	1	8	2	2	2	\$ 1,052	\$ 5,690	
							Total =	\$ 310,840	

FEE SCHEDULE*

PROFESSIONAL SERVICES

Title/Role	Name	Hourly Rate
Concrete Technician (Prevailing Wage)	Loren Murphy	\$ 81
	George Ruiz	
	Scot Watson	
	Michael Thompson	
Soil/Field Technician (Prevailing Wage)	Loren Murphy	91
	George Ruiz	
	Scot Watson	
	Michael Thompson	
Staff Engineer/Geologist/Scientist/Field Supervisor	Jeff DeLand	110
	Bashir Saiid	
Senior Staff Engineer/Geologist/Scientist		126
Associate		172
Principal/PM	Robert Riha	178
	Simon Saiid	
Project Administrator /Word Processor	Debbie Meggers	65
CAD Operator		99
GIS Specialist		113
Truck/Vehicle usage		Incl above

Notes:

- 1) Above rates are effective through completion of project, which is expected to start by May 2012.
- 2) Rates included in this schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal and requested by the City.

UNIT RATE GEOTECHNICAL (SOILS) LABORATORY TESTING

Task	Classification and Index Properties	Method	Per Test
8002	Moisture Content	ASTM D 2216	\$20
8003	Moisture and Density (Ring Samples)	ASTM D 2937	30
8004	Moisture Content & Density (<i>Shelby tube or requires cutting</i>)	ASTM D 2937	40
8005	Atterberg Limits (3 points)	ASTM D 4318	150
8006	Single Point / Non-plastic	ASTM D 4318	84
8024	Atterberg Limits (Organic)	ASTM D 2487 / 4318	182
8007	Visual classification of point as non-plastic	ASTM D 2488	11
8008	Particle Size: Sieve ONLY (1½-inch to #200)	ASTM D 422	90
8023	Large Sieve (6-inch to #200)	ASTM D 422/C136	175
8009	Hydrometer ONLY	ASTM D 422	110
8010	Sieve + Hydrometer (≤3-inch sieve)	ASTM D 422	185
8011	Dispersive Characteristics of Clay Soil (<i>Double Hydrometer</i>)	ASTM D 4221	89
8012	Specific Gravity: Fine (passing #4)	ASTM D 854 / CTM 207	125
8013	Coarse (retained on #4)	ASTM C 127 / CTM 206	70
8014	Total Porosity – On Shelby tube sample	<i>calculated from density & specific gravity</i>	137
8015	Total Porosity – On other sample		105
8016	Photograph of sample		11
8017	Shrinkage Limits (<i>Wax Method</i>)	ASTM D 4943	126
8018	Pinhole Dispersion	ASTM D 4647	210
8020	Percent Passing #200 Sieve wash ONLY	ASTM D 1140	70
8021	As-Received Moisture and Density ("chunk" or carved samples)		58
8022	Sand Equivalent (SE)	ASTM D 2419 / CTM 217	90
Soil Chemistry and Corrosivity		Method	Per Test
8050	pH	CTM CA Test 532/643	\$42
8051	Electrical Resistivity – single point – in-situ moisture		42
8052	Minimum Resistivity (≥3 moisture content points)	CTM CA Test 532/643	89
8053	pH + Minimum Resistivity	CTM CA Test 532/643	131
8054	Sulfate Content – Gravimetric	CTM CA Test 417 Part II	65
8055	Sulfate Screen	HACH kit	32
8056	Chloride Content	CTM CA Test 422	68
8057	Corrosion Suite: <i>pH, Chloride, Minimum Resistivity & Sulfate (gravimetric)</i>	CTM CA Test 532/643	245
8058	Organic Matter Content	ASTM 2974	63
Shear Strength		Method	Per Test
8070	Pocket Penetrometer		\$16
8072	Direct Shear (3 points) <i>Consolidated Undrained - 0.05 in./min.</i>	ASTM D 3080 mod.	285
8073	Direct Shear (3 points) <i>Consolidated Drained - <0.05 in./min.</i>	ASTM D 3080	345
8074	Residual Shear (price per each additional pass after shear)	EM 1110-2-1906-IXA	50
8075	Remolding or Hand Trimming of specimens (3 points)		90
8076	Oriented or Block Hand Trimming (per hour)		65/hour
8077	Daily equipment usage rate (after 2 days)		35/day
8079	Single Point Shear		105
8080	Torsional Shear		820
Compaction and Pavement Subgrade Tests		Method	Per Test
8094	Standard Proctor Compaction (Maximum Density), 4 points	ASTM D 698	
8092	4 inch diameter mold	Methods A and B	\$182
8093	6 inch diameter mold	Method C	215
	Modified Proctor Compaction (Maximum Density), 4 points	ASTM D 1557-07	
8100	4 inch diameter mold	Methods A and B	200
8101	6 inch diameter mold	Method C	245
8102	Check Point	per point	65

9000 302 1-11-10 Loughton

UNIT RATE GEOTECHNICAL (SOILS) LABORATORY TESTING (Continued)

Task	Compaction and Pavement Subgrade Tests (Continued)	Method	Per Test
8000	Relative Compaction of Untreated & Treated Soils & Aggregates (Caltrans CTM 216: Caltrans wet density compaction curve)	CTM 216	\$250
8103	Relative Density (0.1 cubic foot mold)	ASTM D 4253, D 4254	236
8104	California Bearing Ratio (CBR) – 3 point *	ASTM D 1883	500
8105	– 1 point *		184
	* Compaction (Maximum Density) should also be performed – not included in above prices		
8090	R-Value – Untreated	CTM 301	260
8091	R-Value – Lime or cement treated soils ($\leq 7\%$ additive)	CTM 301	338
	Triaxial Tests	Method	Per Test
8120	Unconfined Compression Strength of Cohesive Soil (<i>with stress/strain plot</i>)	ASTM D 2166	\$135
8121	Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test) (<i>per confining stress</i>)	ASTM D 2850	168
8122	Consolidated Undrained Triaxial Compression Test for Cohesive Soils (CU, USACE R-bar test) with Back Pressure Saturation & Pore Water Pressure Measurement (<i>per confining stress</i>)	ASTM D 4767	375
--	Consolidated Drained Triaxial Compression Test (CD, USACE S test) with Volume Change Measurement (Price per soil type below)	EM 1110-2-1906(X)	
8123	• Sand or silty sand soils (<i>per confining stress</i>)		375
8124	• Silt or clayey sand soils (<i>per confining stress</i>)		500
8125	• Clay soils (<i>per confining stress</i>)		705
8117	• Three-stage Triaxial Tests (sand or silty sand soils)		656
8118	• Three-stage Triaxial Tests (silt or clayey sand soils)		875
8119	• Three-stage Triaxial Tests (clay soils)		1,234
8169	Remolding of Test Specimens		65
	Consolidation and Expansion/Swell Tests	Method	Per Test
8140	Consolidation (<i>11 loads up to 16 ksf & unload to 0.25 with strain vs. load curve and one time-rate-of-consolidation curve</i>)	ASTM D 2435	\$195
8141	Each additional Time Curve		45
8142	Each additional load/unload w/o Time Reading		42
8143	Expansion Index (EI)	ASTM D 4829-08	120
8145	Swell/Collapse Test – Method A (<i>Up to 10 load/unloads w/o time curves</i>)	ASTM D 4546-A	289
8146	Single Load Swell/Collapse Test - Method B (<i>Seat, load, and inundate only</i>)	ASTM D 4546-B	105
8148	Collapse Potential of Soils	ASTM D 5333	220
	Hydraulic Tests	Method	Per Test
8162	Triaxial Permeability in Flexible-Wall Permeameter with Backpressure Saturation (at One Effective Stress)	EPA 9100/ASTM D 5084 (Falling Head Method C)	\$310
8163	- Each Additional Effective Stress		121
8164	- Hand Trimming of Soil Samples for Horizontal K		58
8169	Remolding of Test Specimens		65
8174	Permeability of Granular Soils (Constant Head)	ASTM D 2434	\$135
	Soil-Cement	Method	Per Test
8106	Moisture-Density Relations of Soil-Cement Mixtures	ASTM D 558	\$240
8107	Wet-Dry Durability of Soil-Cement Mixtures*	ASTM D 559	1,205
8130	Compressive Strength of Molded Soil-Cement Cylinders* (per cylinder)	ASTM D 1633	60
8161	Soil-Cement Remolded Specimen* (for shear strength, consolidation, etc.)		236
	*Compaction (ASTM D 558 maximum density) should also be performed – not included in above price		

MATERIALS TESTING AND INSPECTION SCHEDULE OF SERVICES

Task	Technician Services	Prevailing Wage**	Non-Prevailing
6236	In-situ surface Wenner soil resistance test (including equipment)		Quote upon request, site specific
6237	Pull-out Test on Embedded Bolts, Anchors and Dowels (including equipment)		Quote upon request, site specific
6238	Earth Anchor Hold Down Test (4 hour, full load application with 5 tests minimum)		Quote upon request, site-specific
6239	Earth Anchor Hold Down Test (Prelude / short term with full load)		Quote upon request, site-specific
6240	Coring concrete, masonry or asphalt in the field		Quote upon request, site-specific
6241	Sawing concrete, masonry or asphalt in the field		Quote upon request, site-specific
6242	Pick-up and Delivery – (weekdays, per trip, <50 mile radius from Leighton office)		70
6232	Coring and Sizing (in house, at Leighton laboratories)		80

Task	Concrete Strength Characteristics	Method	Per Test
7200	Concrete Cylinders (6-inch by 12-inch) - Compression	ASTM C 39	\$22
7201	Gunitite /Shotcrete Cores (laboratory coring and testing only)	ASTM C 42	60
7202	Lightweight Fill Concrete (3-inch by 6-inch)	ASTM C 495	30
7203	Compression, Concrete or Masonry Cores (testing only) ≤6-inch diameter	ASTM C 42	40
7220	Trimming concrete cores (per core)		20
7204	Splitting Tensile – 6-inch by 12-inch cylinder	ASTM C 496	50
7205	Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading)	ASTM C 78	65
7206	Mix Design, Determination of Proportions		215
7207	Mix Design, Review of Existing		150
7208	Laboratory Trial Batch with Slump, Unit Weight & Air Content	ASTM C 192	457
7209	6-inch by 12-inch Cylinder, Make and Test (lab trial batch)	ASTM C 192	25
7210	3-inch by 6-inch Grout Prisms, Make and Test (lab trial batch)	ASTM C 192	25
7211	6-inch by 6-inch Flexural Beams, Make and Test (lab trial batch)	ASTM C 192	65
7213	Cylinder molds, 6-inch by 12-inch, 2-inch by 4-inch when not used with testing		3
7214	Unit Weight of Hardened Light weight Concrete	ASTM C 567	50
7215	Rapid Cure Concrete Cylinders (Boil Method)	ASTM C 684	50
7216	Drying Shrinkage (Four Readings, up to 90 days, 3 bars)	ASTM C 157	400
7217	Modulus of Elasticity/Poisson's Ratio 3-inch by 6-inch cores	ASTM C 469	350
7376	Flexural Strength of Concrete (simple beam w/ center point loading) †	CTM 523	65
Task	Aggregate Properties	Method	Per Test
7240	Sieve Analysis of Fine and Coarse Aggregate	ASTM C 136	\$135
7241	Sieve Analysis-Finer than #200 (Wash)	ASTM C 117	90
7242	LA Rattler-Smaller Coarse Aggregate <	ASTM C 131	165
7243	LA Rattler-Larger Coarse Aggregate >	ASTM C 535	190
7244	Soundness Magnesium	ASTM C 88	225
7249	Soundness Sodium		650
7245	Organic Impurities	ASTM C 40	90
7246	Clay Lumps, Friable Particles	ASTM C 142	175
7370	Soil & Aggregate Preparation & Sieve (Fine & Coarse Aggregate) ✕	CTM 201 & 202	265
7373	Grading & Specific Gravity Calculation ‡	CTM 105	80
7247	Durability Index	CTM 229	190
7248	Cleanness Value of Coarse Aggregate	CTM 227	195
7250	Unit Weight of Aggregate	CTM 212 (modified 5/10)	50

MATERIALS TESTING AND INSPECTION SCHEDULE OF SERVICES (Continued)

Task	Masonry	Method	Per Test
7260	Mortar Cylinders (2-inch by 4-inch)	ASTM C 780	\$25
7261	Mortar Cubes (2-inch by 2-inch)	ASTM C 109	25
7262	Grout Prisms (3-inch by 6-inch)	ASTM C 1019	25
7263	Concrete or Masonry Cores Compression, ≤6-inch diameter (Testing Only)	ASTM C 42	40
7264	CMU Compression (3 required) to size 8-inch by 8-inch by 16-inch	ASTM C 140	45
7265	CMU Compression (3 required) greater than 8-inch by 8-inch by 16-inch	ASTM C 140	50
7266	CMU Moisture Content, Absorption & Unit Weight (6 required)	ASTM C 140	40
7267	Masonry efflorescence (5 required)	ASTM C 67	40
7268	CMU Linear Drying Shrinkage	ASTM C 426	175
7269	CMU Grouted Prisms (compression test ≤ 8 inch by 8-inch by 16-inch)	ASTM E 447	180
7280	CMU Grouted Prisms (compression test > 8-inch by 8-inch by 16-inch)	ASTM E 447	250
7281	Masonry Core-Shear Title 24 (Test Only)		70
7283	Specimen Prep (Sample by others)		50
7284	CMU width, depth and face shell measurements		40
Task	Brick	Method	Per Test
7290	Compression (5 required)	ASTM C 67	\$40
7291	Modulus of Rupture (5 required)	ASTM C 67	40
7292	Absorption, Soak (5 required)	ASTM C 67	40
7293	Absorption, Boil (5 required)	ASTM C 67	50
7294	Absorption, Saturation Coefficient (5 required)	ASTM C 67	50
7295	Initial Rate of Absorption (5 required)	ASTM C 67	40
7296	Efflorescence (5 required)	ASTM C 67	55
7297	Efflorescence with Mortar (5 required)	ASTM C 67	65
Task	Steel Reinforcement	Method	Per Test
7300	Tensile Test, Up to No. 10	ASTM A 370	\$43
7301	Tensile Test, No. 11 and over	ASTM A 370	91
7302	Bend Test, Up to No. 11	ASTM A 370	43
Task	Structural Steel	Method	Per Test
7310	Tensile Strength, ≤100,000 pounds axial load	ASTM A 370	\$45
7311	Tensile Strength, 100,000 to 200,000 pounds axial load	ASTM A 370	60
7312	Bend Test	ASTM A 370	40
7313	Pipe Flattening Test	ASTM A 370	Quote
7314	Machining and Preparation of Samples	ASTM A 370	Quote
7315	Brinell & Rockwell Hardness Test	ASTM A 370	55
7316	Chemical Analysis, Carbon and Low Alloy Steel		Quote
Task	Pre-stressing	Method	Per Test
7320	Prestressing Wire, Tension (stress vs. strain plot)	ASTM A 416	\$150
7321	Sample Preparation (cutting)		50
7322	Prestressing cable, 7 wire (Breaking strength/Modulus of Elasticity)	ASTM A 416	190
Task	Weld Procedure and Welder Qualifications		Rate
7330	Weld Tensile Test		50 each
7331	Weld Bend Test		40 each
7332	Weld Macro-Etch		60 each
7333	Bolt Tensile Test		50 each
7334	Bolt, Nut or Washer Hardness Test		50 each
7335	Bold Elastic Proof Load Test		50 each
Task	Fireproofing	Method	Per Test
7340	Unit Weight (Density)	ASTM E 605-93	\$60

MATERIALS TESTING AND INSPECTION SCHEDULE OF SERVICES (Continued)

Task	Asphalt Concrete, Specimen Testing	Method	Per Test
7350	Extraction, Percent Asphalt and Gradation, Centrifuge	ASTM D 2172/C 136	\$195
7351	Extraction & Percent Asphalt (only), Centrifuge	ASTM D 2172	155
7355	Extraction and Gradation Only, Centrifuge	ASTM D 2172/C 136	175
7358	Extraction by ignition oven, percent asphalt and gradation	CTM 382/CTM 202	195
7352	Bulk Specific Gravity – Molded Specimen or Cores	ASTM D 1188	55
7353	Maximum Density - Hveem	CTM 308	125
7359	Theoretical Maximum Density and Specific Gravity of HMA ("Rice")	CTM 309 (10/2010)	130
7354	Stabilometer Value	CTM 366	265
7357	Bituminous Mixture Preparation	CTM 304	80
7377	Moisture Content of Asphalt †	CTM 370	60
7378	Sampling Highway Materials/Products (Roadway Structural Sections) †	CTM 125	Quote
7379	Extraction by Ignition Oven	CTM 382 (8/2003)	150
	Rubberized Asphalt		add 25%
Task	Mix Design/Control	Method	Per Test
7360	Mix Design – Hveem Including Aggregate Tests per Design	ASTM D 1560/CTM 366	Quote
7361	Mix Design – Marshall Including Aggregate Tests per Design	ASTM D 1559	Quote
7362	Field Mix – Hveem Stability per point	ASTM D 1560/CTM 366	\$200
7363	Field Mix - Marshall Stability per point	ASTM D 1559	200
Task	Moisture Vapor Emission Rate (MVER) Test	Method	Per Test
6325	Moisture Test Kit (excludes labor to perform test)	ASTM E 1907	\$60
Task	Other Services	Method	Rate
6260	Non-Destructive Testing (NDT)	ANSI	\$92 hour
6259	Radiographic Testing		Quote
6270	Project Closeout		215/hour

‡ soil † material ✕ soil & materials

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 \$322,944.00, which includes all work items related to the Base Bid Schedules A through E, and Additive Alternates "A" through "E," "G" through "I-B," "K," and additional items of work as requested by the City for the Cactus Avenue/Nason Street Improvement Project.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.

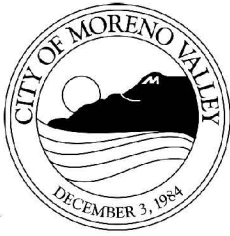
Exhibit "D"

Exhibit "D"
Terms of Payment

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

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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

Report to City Council

TO: Mayor and City Council

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: March 13, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 839, an Ordinance of the City of Moreno Valley, 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.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Arts Commission took action to recommend to the City Council to appoint one or two teen members to the Arts Commission on June 23, 2011.

BACKGROUND

On June 12, 2007, the City Council established the City's Charter Arts Commission and directed the City Clerk to begin recruitment for this commission. Recommendations for appointments to the Arts Commission were made to the City Council and the Charter Arts Commission was formed. The first meeting of the Arts Commission was held on October 25, 2007.

Since the formation of the Arts Commission in 2007, the Commission has embarked on a number of projects. The following are a few of the Arts Commission's accomplishments this past year:

- Planned and held the second annual “Writers Launch Pad” workshop in March. This program focused on helping writers learn the steps for developing a book proposal to present to publishers.
- Worked with the City Council to develop a Public Art Loan Policy for Moreno Valley.
- Implemented “Easel on Down,” a free art in the park program held at Ridgecrest Park the fourth Saturday of every month from June through December for artists to paint and display their artwork for the public.
- Participated in the City’s Youth Fest event by assisting the Parks and Community Services Department with art activities for children and providing information to the public.
- Planned and held the Arts Commission’s signature event, “Artober Fest.” This event had more than 1,300 people in attendance, including more than 300 performers and many artists and crafters.

The recommendation to increase the number of members serving on the Arts Commission to include two teen members is two-fold. First the Commission has found that there is interest by the youth in the community to contribute through the Arts Commission, and additionally the members have expressed a desire to expand the number of members due to the numerous projects they have undertaken. The additional members could assist in accomplishing these projects.

DISCUSSION

The Arts Commission has been a very active commission. They have given numerous hours in planning and coordinating projects and events for the benefit of the community. Their recommendation to add two teen members would benefit the community in having the teen population represented on the Commission which connects with the arts in Moreno Valley and at the same time allows for the expansion of the Commission which is needed to assist in the numerous projects and events that they host.

The two teen members shall be appointed in the same manner as the other members of the commission and the terms of the teenage members shall expire three years after the effective date of appointment or until high school graduation, whichever comes first.

ALTERNATIVES

1. Approve the increase in the number of members serving on the Arts Commission to nine public members, to include two teen members.
2. Direct staff to not increase the number of members serving on the Arts Commission.

FISCAL IMPACT

There is no fiscal impact for FY 2011/12 budget year.

NOTIFICATION

Publication of the City Council agenda.

ATTACHMENTS/EXHIBITS

Attachment A: Proposed Ordinance

Prepared By:
Cecilia Gonzales
Community Services Supervisor

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:

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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.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Chapter 2.26 Title 2 of the City of Moreno Valley Municipal Code is hereby amended in its entirety to read as follows:

**“Chapter 2.26
ARTS COMMISSION**

Sections:

2.26.010 Created.

2.26.020 Composition.

2.26.030 Function, powers and duties.

2.26.040 Chair, committees and staff.

2.26.050 Meetings and rules of procedure.

Section 2.26.010 Created.

There is created an arts commission for the city. It shall consist of **nine members**, serving without compensation, and appointed in the manner and for the terms prescribed in Sections 2.04.060 and 2.06.010, respectively, of this code, **except that the terms of the members first appointed to the commission shall be set by lot, in such manner that three terms shall expire on June 30th of each year, and except that the terms of the teenage members shall expire three years after the effective date of appointment or until high school graduation, whichever comes first.** Thereafter, all terms shall be for three years and shall expire three years after the effective date of the appointment; provided, however, that the term of an appointment made to fill an unexpired term shall be for the unexpired balance of such term. (Ord. 666 § 1.2 (part), 2004; Ord. 507 § 2.1 (part), 1997)

Section 2.26.020 Composition.

A. Insofar as practicable, the commission shall be composed of seven public members **and two teenage members.** In the event that an insufficient number of

Ordinance No. 839

Date Adopted: **March 27, 2012**

persons from any one of the foregoing categories is available for appointment to the commission, the city council may make such substitute appointments as it deems necessary.

B. The commissioners should represent a cross section of the city's diversity, with substantial expertise in the arts or arts administration in the fields of performing, visual, folk or literary arts or architecture, and business community leaders with an acknowledged record of stewardship of the arts. (Ord. 746 § 2.2, 2007)

Section 2.26.030 Function, powers and duties.

A. The commission shall act in an advisory capacity to the city council to encourage, stimulate, promote, and foster programs for the cultural enrichment of the city and thereby contribute to the quality of life in Moreno Valley and develop an awareness of the value of the arts in Moreno Valley in the business community, in local government, and in the general public.

B. In addition, the commission shall advise the city council with respect to the following:

1. Planning for the arts in Moreno Valley;
2. Facilitating interaction among artists;
3. Promoting arts activities and education;
4. Recognizing achievement in arts;
5. Providing a mechanism for public participation in the arts;
6. Serving as an advisory group on the arts to the city council;
7. Advising the city council on the involvement of arts in economic development;
8. Supporting and assisting existing organizations involved in arts and/or culture in Moreno Valley;
9. Reinforcing the city's identity and civic pride through arts and culture;
10. Recognizing the importance of arts to the city's quality of life;
11. Researching grants for arts and culture and making recommendations to the city council;
12. Encouraging service organizations and/or other governmental agencies to propose, finance, and give public arts projects to the city;
13. Reviewing and considering proposed gifts as to their artistic quality, authenticity, appropriate site, and maintenance and installation costs; and
14. Performing any other functions that may be designated by resolution or motion of the city council.

C. The commission shall research and provide reports and recommendations to the city council of possible sources of funding, in addition to public funds for potential city public art projects, recognizing that any proposed annual public art plan may well include a variety of funding strategies including, but not limited to:

1. Private contributions;
2. Grants;
3. Corporate sponsorships;
4. Matching gifts;
5. Development fees. (if allowable and adequate);
6. Outright gifts of actual public art. (Ord. 746 § 2.2, 2007)

Section 2.26.040 Chair, committees and staff.

Designation of a chairperson and vice chairperson for the commission shall be governed by Section 2.06.020 of this code. The commission may establish such standing and temporary subcommittees as it may deem expedient for the performance of its duties and the chairperson, with the consent of the commission, may fix and appoint the membership of such subcommittees. Except that the chairperson of each such subcommittee shall be a member of the commission, membership on a subcommittee need not be limited to members of the commission. The city manager may appoint a secretary and other staff for the commission and provide such reimbursement for their necessary expenses as may be authorized by the city council in the city budget and approved in advance by the city manager. (Ord. 746 § 2.2, 2007)

Section 2.26.050 Meetings and rules of procedure.

A. The commission shall hold regular meetings and designate the times, dates and places therefore. All meetings of the commission and each of its subcommittees shall be open to the public. Special meetings may be called by the chairperson or by a majority of the commission, provided that notice of such special meetings is given to each member of the commission at least forty-eight (48) hours prior to the time of the meeting. Three or more voting members of the commission shall constitute a quorum for the conduct of business, and the affirmative votes of a majority of such quorum shall be necessary for the conduct of business. The commission shall adopt rules for the transaction of its business. The commission shall keep a public record of its actions. Promptly after approval thereof by the commission, the original minutes of commission meetings shall be filed with the parks and community services department.

B. If a member of the commission is absent without cause from three successive regular meetings of the commission, the commission may request the city council declare the position vacant. An absence may be excused if it is due to illness or is unavoidable, and the member gives notice to assigned city staff as to the reason. (Ord. 746 § 2.2, 2007)”

SECTION 2. 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 3. 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 4. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this ____ day of _____, 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. 839 had its first reading on March 13, 2012 and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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