

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**

February 28, 2012

REGULAR MEETING – 6:30 P.M.

City Council Closed Session

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

City Council Study Sessions

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

City Council Meetings

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

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

Richard A. Stewart, Mayor

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

**AGENDA
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
FEBRUARY 28, 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 - Reverend O. J. Philpot - Christ Community Church

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 Redevelopment Agency, Housing Authority or Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF 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:

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)

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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.

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 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,

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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 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;

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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.

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
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)

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) calendars 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)

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,

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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.

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;
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)

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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.

E. PUBLIC HEARINGS - NONE

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.

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

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:

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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.

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

H. LEGISLATIVE ACTIONS

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE DESIGNATING SPEED LIMIT CERTIFICATION ON VARIOUS STREETS (RECEIVED FIRST READING AND 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

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February 28, 2012

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

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

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

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

ADJOURNMENT

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MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
February 14, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing February 2012 as American Heart Month
2. "Spotlight on Moreno Valley Business"

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

**REGULAR MEETING – 6:30 PM
February 14, 2012**

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

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 the Board of Library Trustees was called to order at 6:46 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – Pledge of Allegiance was led by Mayor Stewart

INVOCATION – Richard Heames, St. Patrick Catholic Church

ROLL CALL

Council:

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

Absent:

Marcelo Co	Council Member
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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
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
John Anderson	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Barry Foster	Community and Economic Development Director

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Tom DeSantis
Mike McCarty
Michele Patterson

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

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

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - SPECIAL MEETING OF JANUARY 10, 2012 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.3 MINUTES - REGULAR MEETING OF JANUARY 24, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.4 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING CHAPTER 6.12 AND SECTION 9.28.260 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE REGULATION AND CONTAINMENT OF SHOPPING CARTS (RECEIVED FIRST READING AND INTRODUCTION ON JANUARY 24, 2012 BY A 5-0 VOTE) (Report of: Community and Economic Development Department)

Recommendation:

Adopt Ordinance No. 838, Establishing provisions of Chapter 6.12 and 9.28.260 of the City of Moreno Valley Municipal Code regarding the Containment of Shopping Carts.

Ordinance No. 838

An Ordinance of the City Council of the City of Moreno Valley, California,

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Establishing Chapter 6.12 and Section 9.28.260 of the City of Moreno Valley Municipal Code, relating to the Regulation and Containment of Shopping Carts

- A.5 APPROVE THE ESTABLISHMENT OF AN ACCOUNT WITH THE LOCAL AGENCY INVESTMENT FUND (LAIF) FOR THE CITY OF MORENO VALLEY AS SUCCESSION AGENCY OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Financial & Administrative Services Department)

Recommendation:

Serving As the Successor Agency to the Community Redevelopment Agency of the City Of Moreno Valley, Adopt Resolution 2012-10, Authorizing the Opening of an Account with the Local Agency Investment Fund (LAIF) for the Successor Agency of the Community Redevelopment Agency of the City Of Moreno Valley and Designating a List of Authorized Signers for the Account.

Resolution No. 2012-10

A Resolution of the City Of Moreno Valley Serving As the Successor Agency to the Community Redevelopment Agency of Moreno Valley, Authorizing Investment of Monies in the Local Agency Investment Fund

- A.6 APPOINTMENT OF AN ALTERNATE TO THE MARCH JOINT POWERS AUTHORITY (MJPA) SUCCESSOR AGENCY OVERSIGHT COMMITTEE (Report of: City Clerk Department)

Recommendation:

Approve Mayor Richard A. Stewart's recommendation to appoint Mayor Pro Tem William H. Batey II to serve as the City of Moreno Valley's alternate representative on the March Joint Powers Authority (MJPA) Successor Agency Oversight Committee.

- A.7 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 January 18 – February 7, 2012.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

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

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

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

Recommendation:

Approve as submitted.

- C.3 APPROVE THE ESTABLISHMENT OF AN ACCOUNT WITH THE LOCAL AGENCY INVESTMENT FUND (LAIF) FOR THE CITY OF MORENO VALLEY HOUSING AUTHORITY (Report of: Financial & Administrative Services Department)

Recommendation:

The City of Moreno Valley Housing Authority adopt Resolution No. HA 2012-03 authorizing the opening of an account with the Local Agency Investment Fund (LAIF) for the City of Moreno Valley Housing Authority and designating a list of authorized signers for the account.

Resolution No. HA 2012-03

A Resolution of the City of Moreno Valley Housing Authority Authorizing Investment of Monies in the Local Agency Investment Fund

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 JANUARY 24, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L.

MINUTES
February 14, 2012

Molina

Approved by a vote of 4-0-1, Marcelo Co absent.

E. PUBLIC HEARINGS - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - NONE

G. REPORTS

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

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

Mayor Richard A. Stewart reported that the MJPC oversight board includes representatives from local agencies with a broad prospective and familiar with local issues; all the expenditures for redevelopment projects have to be approved by the finance director in Sacramento.

Regarding March LifeCare - MJPC is working hard with the developer to get medical jobs; hopes we will see the progress soon

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

Council Member Robin N. Hastings reported on WRCOG: the 13th Advancing the Choice Expo will be held on March 29 at the South Coast Winery in Temecula with keynote speaker John Davis, creator of MotorWeek; WRCOG received its very first state award for Comprehensive Annual Financial Report (CAFR); very exhilarating news, especially that this was the first time that WRCOG has done CAFR; the executive board meeting will be held on March 5 with the presentation regarding air quality management plan; urged everyone to attend this meeting; 21st General Assembly meeting has been scheduled for June 21 in Morongo

WRCOG approved resolution of support for local control of Ontario international airport; reduction of air traffic through Ontario airport is responsible for financial and job loss for the region; Riverside County is also going to approve a resolution of support

c) Report by Council Member Council Member Jesse L. Molina on the Riverside Transit Agency (RTA)

Council Member Jesse L. Molina announced that RTA has scheduled a new travel training program to be held on February 17, at 9:30, at the Senior Center to familiarize participants how to travel by bus; the training is for people with disabilities and older adults to learn how to travel safely and

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independently

Stated that RTA announced that its busses carried an unprecedented number of boardings in 2001, an 11 percent increase from December 2010; more college students are taking busses - Go-Passes used by students increased by 500 boardings compared to December 2010; thanked Larry Rubio for doing a great job; encouraged everyone to take a bus

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

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

G.3 APPOINTMENTS TO THE ARTS COMMISSION, THE LIBRARY COMMISSION, THE RECREATIONAL TRAILS BOARD AND THE ACCESSIBILITY APPEALS BOARD (Report of: City Clerk Department)

Recommendation: That the City Council:

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.

Motion to Continue to March 13, 2012 City Council Meeting by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

G.4 RESOLUTION OF THE CITY OF MORENO VALLEY ACTING AS THE SUCCESSOR AGENCY APPROVING AN AMENDED ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (CONTINUED FROM JANUARY 24, 2012 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Acting as successor Agency Adopt Resolution No. 2012-08

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approving an Amended Enforceable Obligation Payment Schedule;
and

Resolution No. 2012-08

A Resolution of the City of Moreno Valley Acting as the Successor Agency Approving an Amended Enforceable Obligation Schedule and Authorizing the Executive Director to Make Modifications Thereto

2. Authorize the Executive Director of the Successor Agency or his designee to make modifications to the Schedule, as needed.

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

Motion to Adopt resolution as amended (changed title of “Executive Director” to “City Manager” and added CEDD Director as point of contact) by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

Motion to Authorize the City Manager of the Successor Agency or his designee to make modifications to the Schedule, as needed.
Approved by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

Motion to Add CEDD Director as point of contact for the Successor Agency by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

- G.5 APPOINT MEMBERS TO THE SUCCESSOR AGENCY OVERSIGHT BOARD (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley validate the Mayor’s two appointments to the Successor Agency Oversight Board (SAOB).

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

Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

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G.6 RESOLUTION OF SUPPORT FOR LOCAL CONTROL OF ONTARIO INTERNATIONAL AIRPORT (Report of: City Manager's Office)

Recommendation: That the City Council:

1. Approve Resolution No. 2012-11 in support of the City of Ontario's commitment to gain local control of Ontario International Airport (ONT); and

Resolution No. 2012-11

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Transfer of Ontario International Airport (Ont) to Local Control

2. Direct the City Clerk to communicate this action to the Mayors of Los Angeles and Ontario, the Acting Administrator of the Federal Aviation Administration, and state and federal elected representatives.

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

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem William H. Batey II
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem William H. Batey II
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

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

- H.1 .1 ORDINANCE DESIGNATING SPEED LIMIT CERTIFICATION ON VARIOUS STREETS (CONTINUED FROM JANUARY 10, 2012 ON A 4-0-1 VOTE, BATEY ABSENT) (Report of: Public Works Department)

Recommendation: That the City Council:

1. Receive and file this report; and
2. Introduce Ordinance No. 837, amending Section 12.20.020 of

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

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

H.2 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

Deanna Reeder

1. Economic Development Subcommittee minutes

Jose Chavez

1. Spanish translator for meetings

2. Airport

3. Picking up children from school

4. Speed limit on Day Street

Pete Bleckert

1. Flood control on Nason

Daryl Terrell

1. Presented broker incentive commission program

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

Mayor Pro Tem William H. Batey II

1. Congratulated Billy Amaya for Eagle Scout project - a great project (work-out equipment) at the TownGate park
2. Wished everyone Happy Valentine's Day

Council Member Robin N. Hastings

1. Attended together with Council Member Molina and Mayor Stewart Harbor Freight Tool store's ribbon cutting ceremony on Wednesday; it was a very well attended event
2. Thanked Pete Bleckert for his input on the flood control issue; we have ongoing issues on the east end
3. Announced that she is not going to Washington D.C. in the first week of March
4. Wished everyone Happy Valentine's Day

Council Member Jesse L. Molina

1. This week is also National Hospitalized Veterans Week
2. Wished everyone Happy Valentine's Day
3. Thanked the Police Department for a great job - they are spread very thin, but they do their job

Mayor Richard A. Stewart

1. Stated that Mothers Against Drunk Drivers support DUI checkpoints; last DUI checkpoint resulted in one narcotics related and 10 alcohol related DUI arrests in one spot
2. Congratulated staff for arrests of suspects committing tagging; tremendous amount of tagging damage has been done
3. Addressed speaker's concerns regarding Day Street speed limit – it's designed for 25 miles per hour speed limit; increasing speed limit might result in accidents

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4. On Sunday attended Billy Amaya Eagle Court of Honor; fantastic
5. Asked to agendize drafting a letter to Riverside city council to consider removing the red light camera from Day Street

There being no further business to conduct, the meeting was adjourned at 8:20 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

The City Attorney announced that the following item needed to be added to the Closed Session Agenda, Section 54956.9 (a) Existing Litigation, based on the findings that the matter and the need for immediate action arose after the agenda was posted:

Case: Alicia Norton v. City of Moreno Valley

Court: Riverside Superior Court

Case NO.: RIC 533180

Motion to Approve adding the item to Closed Session agenda by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

Mayor Stewart opened the Closed Session agenda items for public comments; there being none, public comments were closed.

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

None

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ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:26 p.m. by unanimous informal consent.

Submitted by:

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, 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

enl

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: February 28, 2012

TITLE: APPROVAL OF CHECK REGISTER FOR DECEMBER, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2012-12, approving the Check Register for the month of December, 2011 in the amount of \$11,230,469.53.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks less than \$25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the FY 2011-12 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2012-12
Check Register for Month of December, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. 2012-12

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MORENO VALLEY, CALIFORNIA,
APPROVING THE CHECK REGISTER FOR THE
MONTH OF DECEMBER, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period December 1, 2011 through December 31, 2011, for review and approval by the City Council of the City of Moreno Valley; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period December 1, 2011 through December 31, 2011, in the total amount of \$11,230,469.53 is approved.

APPROVED AND ADOPTED this 28th day of February, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-12
Date Adopted: February 28, 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. 2012-12 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of February, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012-12
Date Adopted: February 28, 2012



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
A N R INDUSTRIES, INC				
			Remit to: SANTA FE SPRINGS	CA
12/19/2011	210626	26,231.46	REHAB COSTS-14138 RIO BRAVO RD	26,231.46
Vendor Total		26,231.46		
FYTD for A N R INDUSTRIES, INC		125,235.51		
ALL AMERICAN ASPHALT, INC.				
			Remit to: CORONA	CA
12/19/2011	210633	1,057,279.31	SR-60/NASON ST INTRCHNG PROJ	253,666.42
			SR-60/NASON ST INTRCHNG PROJ	63,416.61
			SR-60/NASON ST INTRCHNG PROJ	86,345.97
			SR-60/NASON ST INTRCHNG PROJ	11,187.04
			SR-60/NASON ST INTRCHNG PROJ	492,530.62
			SR-60/NASON ST INTRCHNG PROJ	123,132.65
			SR-60/NASON ST INTRCHNG PROJ	23,903.10
			SR-60/NASON ST INTRCHNG PROJ	3,096.90
12/22/2011	210726	897,037.47	SR-60/NASON ST INTRCHNG PROJ	587,902.90
			SR-60/NASON ST INTRCHNG PROJ	146,975.72
			SR-60/NASON ST INTRCHNG PROJ	96,294.55
			SR-60/NASON ST INTRCHNG PROJ	36,997.27
			SR-60/NASON ST INTRCHNG PROJ	24,073.64
			SR-60/NASON ST INTRCHNG PROJ	4,793.39
Vendor Total		1,954,316.78		
FYTD for ALL AMERICAN ASPHALT, INC.		3,874,468.55		
BURKE, WILLIAMS & SORENSEN, LLP.				
			Remit to: LOS ANGELES	CA
12/5/2011	884052	27,440.80	LEGAL SVCS	21,174.80
			LEGAL SVCS	3,825.20
			LEGAL SVCS	2,440.80
Vendor Total		27,440.80		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		138,270.14		
COUNTY OF RIVERSIDE FIRE DEPT				
			Remit to: PERRIS	CA
12/5/2011	884061	2,764,733.21	FPARC-MV, 231173,11-12,Q1	2,746,448.79
			FPARC-MV, 231173,11-12,Q1	18,284.42
Vendor Total		2,764,733.21		
FYTD for COUNTY OF RIVERSIDE FIRE DEPT		5,993,915.94		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE SHERIFF				
			<u>Remit to:</u> RIVERSIDE	CA
12/22/2011	210737	162,142.00		
			FY11-12 CAL-ID ANNL MEMBERSHIP	162,142.00
Vendor Total		162,142.00		
FYTD for COUNTY OF RIVERSIDE SHERIFF		162,142.00		
DMC DESIGN GROUP, INC				
			<u>Remit to:</u> CORONA	CA
12/12/2011	210570	33,512.96		
			STORM DRAIN/ST. IMPRV-TOWNSITE	33,512.96
Vendor Total		33,512.96		
FYTD for DMC DESIGN GROUP, INC		167,303.41		
EASTERN MUNICIPAL WATER DISTRICT				
			<u>Remit to:</u> PERRIS	CA
12/19/2011	210652	27,417.84		
			WATER CHARGES	546.69
			WATER CHARGES	221.90
			WATER CHARGES	235.81
			WATER CHARGES	1,251.29
			WATER CHARGES	39.60
			WATER CHARGES	706.12
			WATER CHARGES	2,128.95
			WATER CHARGES	113.56
			WATER CHARGES	4,550.43
			WATER CHARGES	602.48
			WATER CHARGES	6,458.65
			WATER CHARGES	2,640.01
			WATER CHARGES	2,857.70
			WATER CHARGES	641.18
			WATER CHARGES	1,152.19
			WATER CHARGES	38.16
			WATER CHARGES	717.38
			WATER CHARGES	308.48
			WATER CHARGES	425.00
			WATER CHARGES	181.62
			WATER CHARGES	342.02
			WATER CHARGES	207.53
			WATER CHARGES	31.71
			WATER CHARGES	232.73
			WATER CHARGES	416.79
			WATER CHARGES	369.86
Vendor Total		27,417.84		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		887,100.72		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EMPLOYMENT DEVELOPMENT DEPARTMENT				
			<u>Remit to:</u> WEST SACRAMENTO CA	
12/12/2011	210573	134,257.20	UNEMPLOYMENT INS CLAIMS	134,257.20
12/2/2011	2983	33,093.74	STATE INCOME TAX W/H 12/2/11	33,093.74
12/16/2011	2991	30,836.32	STATE INCOME TAX W/H 12/16/11	30,836.32
12/30/2011	2998	26,961.74	STATE INCOME TAX W/H 12/30/11	26,961.74
Vendor Total		225,149.00		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		643,959.66		
ENCO UTILITY SERVICES MORENO VALLEY LLC				
			<u>Remit to:</u> ANAHEIM CA	
12/5/2011	884066	215,296.60	DISTRIBUTION CHARGES-MVU	206,924.65
			SPECIAL CHARGES/TEMPORARY	9,105.00
			BAD DEBT-DEDUCTION	-988.95
			ONLINE UTILITY SVCS	255.90
12/22/2011	884221	238,859.66	WORK AUTHORIZATION #40-250A	437.12
			MVU-DISTRIBUTION CHARGES	222,635.58
			MVU-SPECIAL CHARGES/TEMP	8,912.14
			MVU-BAD DEBT DEDUCTION	-625.04
			MVU-ONLINE UTILITY SVCS	207.30
			WORK AUTHORIZATION #40-251A	90.90
			WORK AUTHORIZATION #40-249A	301.14
			WORK AUTHORIZATION #40-257A	3,109.45
			WORK AUTHORIZATION #40-243A	972.71
			WORK AUTHORIZATION #40-250B	2,818.36
Vendor Total		454,156.26		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		1,464,189.88		
FAMILY SERVICE ASSOCIATION				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210656	25,972.56	AFTER SCHOOL SNACKS-CACFP	25,972.56
Vendor Total		25,972.56		
FYTD for FAMILY SERVICE ASSOCIATION		52,210.08		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
			Remit to: LOS ANGELES	CA
12/12/2011	884149	68,201.98		
			LEGAL SVCS	26,208.10
			LEGAL SVCS	2,144.63
			LEGAL SVCS	166.50
			LEGAL SVCS	10,000.00
			LEGAL SVCS	2,575.52
			LEGAL SVCS	23,809.19
			LEGAL SVCS	3,298.04
Vendor Total		68,201.98		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		156,323.73		
INTERNAL REVENUE SERVICE				
			Remit to:	
12/2/2011	2982	126,587.83		
			FED INCOME TAX W/H 12/2/11	126,587.83
12/16/2011	2990	119,972.73		
			FED INCOME TAX W/H 12/16/11	119,972.73
12/30/2011	2997	107,315.39		
			FED INCOME TAX W/H 12/30/11	107,315.39
Vendor Total		353,875.95		
FYTD for INTERNAL REVENUE SERVICE		1,792,685.66		
MIRACLE RECREATION EQUIPMENT				
			Remit to: CORONA	CA
12/5/2011	884100	106,148.35		
			PLAYGROUND SYSTEM-SUNNYMD PARK	102,685.96
			CA SALES TAX	3,462.39
12/19/2011	884192	136,846.61		
			PLAYGROUND SYSTEM-GATEWAY PARK	82,977.96
			CA SALES TAX	3,380.38
			PLAYGROUND SYSTEM-RDGCREST PRK	48,724.35
			CA SALES TAX	1,763.92
Vendor Total		242,994.96		
FYTD for MIRACLE RECREATION EQUIPMENT		249,080.44		
MORENO VALLEY GATEWAY, LLC				
			Remit to: SAN JUAN CAPISTRAN	CA
12/19/2011	884193	34,285.18		
			LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH SVCS ANNEX	5,475.90
			BUILDING RENTAL/MAINT-MVU/SDA	9,207.72
			LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH SVCS ANNEX	5,475.90
			BUILDING RENTAL/MAINT-MVU/SDA	9,207.72
Vendor Total		34,285.18		
FYTD for MORENO VALLEY GATEWAY, LLC		102,855.54		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY				
12/22/2011	210772	48,476.94	Remit to: HEMET	CA
			ELECTRICITY	137.14
			ELECTRICITY	1,095.76
			ELECTRICITY	336.25
			ELECTRICITY	1,787.55
			ELECTRICITY	7,104.02
			ELECTRICITY	9,020.13
			ELECTRICITY	2,294.08
			ELECTRICITY	4,024.10
			ELECTRICITY	647.94
			ELECTRICITY	1,747.65
			ELECTRICITY	11,631.68
			ELECTRICITY	6,892.51
			ELECTRICITY	204.46
			ELECTRICITY	132.28
			ELECTRICITY	85.04
			ELECTRICITY	63.78
			ELECTRICITY	64.05
			ELECTRICITY	131.08
			ELECTRICITY	71.64
			ELECTRICITY	1,005.80
Vendor Total		48,476.94		
FYTD for MORENO VALLEY UTILITY		438,481.65		
NEW WORLD SYSTEMS, CORP				
12/5/2011	210552	94,925.00	Remit to: TROY	MI
			FM, HR/PY IMPL SVCS, DRAFT	94,925.00
Vendor Total		94,925.00		
FYTD for NEW WORLD SYSTEMS, CORP		469,510.40		
NOBLE AMERICAS ENERGY SOLUTIONS				
12/5/2011	210513	214,320.62	Remit to: PASADENA	CA
			ENERGY PURCHASE 9/30-10/31/11	214,320.62
Vendor Total		214,320.62		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		1,026,024.66		
PARSONS TRANSPORTATION GROUP, INC.				
12/5/2011	884109	51,126.95	Remit to: IRVINE	CA
			SR-60/MOR BCH DR IMPRVMENTS PRJ	51,126.95
Vendor Total		51,126.95		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		751,202.92		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PB AMERICAS, INC.				
			Remit to: SAN BERNARDINO	CA
12/22/2011	210778	35,572.53		
			SR-60/NASON ST INTRCHNG PROJ	15,950.52
			SR-60/NASON ST INTRCHNG PROJ	4,569.60
			SR-60/NASON ST INTRCHNG PROJ	15,052.41
Vendor Total		35,572.53		
FYTD for PB AMERICAS, INC.		96,808.59		
PERS HEALTH INSURANCE				
			Remit to: SACRAMENTO	CA
12/8/2011	111201	195,441.42		
			EMPLOYEE HEALTH INS 12/7/11	195,441.42
Vendor Total		195,441.42		
FYTD for PERS HEALTH INSURANCE		1,198,299.98		
PERS RETIREMENT				
			Remit to: SACRAMENTO	CA
12/9/2011	2984	214,074.85		
			PERS RETIREMENT 12/9/11	214,074.85
12/23/2011	2992	214,517.23		
			PERS RETIREMENT 12/23/11	214,517.23
Vendor Total		428,592.08		
FYTD for PERS RETIREMENT		2,793,605.44		
RIV CO FLOOD CONTROL & WATER CONSERVATN				
			Remit to: RIVERSIDE	CA
12/12/2011	210598	50,000.00		
			INSPECTION DEPOSIT-NASON/CACT.	50,000.00
Vendor Total		50,000.00		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		71,549.94		
SHELL ENERGY NORTH AMERICA (US) L.P.				
			Remit to: PHILADELPHIA	PA
12/22/2011	884235	434,106.40		
			ENERGY PURCHASE FOR MV UTIL.	434,106.40
Vendor Total		434,106.40		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		3,367,688.80		
SILVER CREEK INDUSTRIES, INC				
			Remit to: PERRIS	CA
12/12/2011	210602	192,067.78		
			MORRISON PARK FIRE STN PROJ.	192,067.78
12/22/2011	210795	95,005.58		
			MORRISON PARK FIRE STN PROJ.	95,005.58
Vendor Total		287,073.36		
FYTD for SILVER CREEK INDUSTRIES, INC		287,073.36		



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SOUTHERN CALIFORNIA EDISON				
			Remit to: ROSEMEAD	CA
12/19/2011	210704	148,706.04		
			ELECTRICITY	371.37
			ELECTRICITY	437.36
			ELECTRICITY	529.23
			ELECTRICITY	74.42
			ELECTRICITY	1,808.07
			ELECTRICITY	52.04
			ELECTRICITY	76.23
			ELECTRICITY	1,063.11
			ELECTRICITY	174.56
			ELECTRICITY	904.92
			ELECTRICITY	645.75
			ELECTRICITY	862.27
			ELECTRICITY	1,540.06
			ELECTRICITY	1,070.07
			ELECTRICITY	1,195.62
			ELECTRICITY	24.96
			ELECTRICITY	94,729.16
			ELECTRICITY	37,634.35
			ELECTRICITY	5,087.60
			ELECTRICITY	125.72
			ELECTRICITY	25.23
			ELECTRICITY	46.89
			ELECTRICITY	52.58
			ELECTRICITY	72.50
			ELECTRICITY	101.97
Vendor Total		148,706.04		
FYTD for SOUTHERN CALIFORNIA EDISON		1,555,017.03		
STANDARD INSURANCE CO				
			Remit to: PORTLAND	OR
12/12/2011	210607	27,533.50		
			LIFE & DISABILITY INSURANCE	10,773.70
			LIFE & DISABILITY INSURANCE	16,851.21
			LIFE & DISABILITY INSURANCE	-91.41
Vendor Total		27,533.50		
FYTD for STANDARD INSURANCE CO		178,857.24		
STATE OF CALIF. DEPT OF TRANSPORTATION				
			Remit to: SAN BERNARDINO	CA
12/22/2011	210805	30,000.00		
			STATE FURNISHED MATERIALS-SR60	26,559.00
			STATE FURNISHED MATERIALS-SR60	3,441.00
Vendor Total		30,000.00		
FYTD for STATE OF CALIF. DEPT OF TRANSPORTATION		30,000.00		



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STI, INC., TRUCKING & MATERIALS				
			Remit to: RIVERSIDE	CA
12/22/2011	210809	132,362.32		
			DAY ST DRAINAGE IMPRVMENTS	121,725.00
			DAY ST DRAINAGE IMPRVMENTS	10,637.32
	Vendor Total	132,362.32		
FYTD for STI, INC., TRUCKING & MATERIALS		145,637.32		
TCM GROUP				
			Remit to: FONTANA	CA
12/19/2011	884203	117,799.20		
			SR-60/NASON ST INTRCHNG PROJ	117,799.20
12/22/2011	884238	250,254.62		
			SR-60/NASON ST INTRCHNG PROJ	117,919.75
			SR-60/NASON ST INTRCHNG PROJ	132,334.87
	Vendor Total	368,053.82		
FYTD for TCM GROUP		915,437.44		
THINK TOGETHER, INC				
			Remit to: SANTA ANA	CA
12/5/2011	210538	419,690.90		
			ASES GRANT PRGM SVCS	419,690.90
12/22/2011	210813	419,690.90		
			ASES GRANT PRGM SVCS	419,690.90
	Vendor Total	839,381.80		
FYTD for THINK TOGETHER, INC		1,678,763.60		
TRUGREEN LANDCARE				
			Remit to: RIVERSIDE	CA
12/22/2011	884240	26,203.00		
			TREE TRIMMING-NORTH AQUEDUCT	2,695.00
			TREE TRIMMING-SOUTH AQUEDUCT A	1,220.00
			TREE TRIMMING-SOUTH AQUEDUCT B	570.00
			LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1	5,121.57
			LANDSCAPE MAINT-ZONE E-16	2,485.00
			LANDSCAPE MAINT-ZONE E-4	7,980.86
			LANDSCAPE MAINT-ZONE E-4A	465.00
			IRRIGATION REPAIRS-ZONE E-4	132.85
	Vendor Total	26,203.00		
FYTD for TRUGREEN LANDCARE		154,577.53		
U.S. BANK/CALCARDS				
			Remit to: ST. LOUIS	MO
12/15/2011	111203	74,325.25		
			CALCARD PYMT CYCLE END 12/7/11	74,325.25
12/21/2011	111202	69,616.53		
			CALCARD PMT CYCLE END 11/22/11	69,616.53
	Vendor Total	143,941.78		
FYTD for U.S. BANK/CALCARDS		801,782.81		



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	Subtotal	<u>9,956,248.50</u>		



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CHECKS LESS THAN \$25,000				
FLOREZ, ROSEMARY				
			Remit to: MORENO VALLEY	CA
12/22/2011	210725	42.50	REFUND-CANCELLED CONTRCT CLASS	42.50
Vendor Total		42.50		
FYTD for FLOREZ, ROSEMARY		42.50		
4 DIAMOND CONTRACTORS, INC.				
			Remit to: CORONA	CA
12/12/2011	210553	814.00	REFUND-BUILDING PERMIT FEES	514.00
			REFUND-BUILDING PERMIT FEES	300.00
Vendor Total		814.00		
FYTD for 4 DIAMOND CONTRACTORS, INC.		814.00		
AARP				
			Remit to: PASADENA	CA
12/12/2011	210554	74.00	REFUND-RENTAL DEP-CRC	74.00
Vendor Total		74.00		
FYTD for AARP		74.00		
ACCESS SECURITY CONTROLS INT., INC.				
			Remit to: TEMECULA	CA
12/5/2011	210459	45.00	ADD ALARM CODES-GOLF CNTR	45.00
Vendor Total		45.00		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		420.00		
ADAMS, MARK L.				
			Remit to: REDLANDS	CA
12/5/2011	884047	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for ADAMS, MARK L.		1,912.38		
ADMINSURE				
			Remit to: DIAMOND BAR	CA
12/12/2011	210555	5,200.00	WORKERS' COMP CLAIMS	2,600.00
			WORKERS' COMP CLAIMS	2,600.00
Vendor Total		5,200.00		
FYTD for ADMINSURE		15,600.00		



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ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
			<u>Remit to:</u> RIVERSIDE CA	
12/19/2011	884169	176.00	REFRIGERATION SVC-FS#6	176.00
12/22/2011	884210	195.00	ICE MACHINE MAINT-EOC	195.00
Vendor Total		371.00		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		13,696.72		
ADVANCED ELECTRIC				
			<u>Remit to:</u> RIVERSIDE CA	
12/19/2011	210627	282.00	ELECTRICAL WORK-PSB	282.00
Vendor Total		282.00		
FYTD for ADVANCED ELECTRIC		19,915.00		
AECOM TECHNICAL SERVICES, INC				
			<u>Remit to:</u> GLEN ALLEN VA	
12/19/2011	210628	58.00	REFUND-BUS LIC OVERPAYMENT	58.00
Vendor Total		58.00		
FYTD for AECOM TECHNICAL SERVICES, INC		58.00		
AEI-CASC ENGINEERING				
			<u>Remit to:</u> COLTON CA	
12/5/2011	884048	1,628.50	CONSULTANT SVCS-F-WQMP	1,250.50
			CONSULTANT SVCS-PWQMP	378.00
12/19/2011	884170	721.75	IRONWD AVE/DAY ST-BARCLAY PROJ	545.50
			IRONWD AVE/DAY ST-BARCLAY PROJ	176.25
Vendor Total		2,350.25		
FYTD for AEI-CASC ENGINEERING		23,642.52		
AGUAYO, GLORIA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210460	91.00	REFUND-BASKETBALL CLASS	91.00
Vendor Total		91.00		
FYTD for AGUAYO, GLORIA		91.00		
AGUIRRE, ANTONIO				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210629	750.00	REFUND-RENTAL DEP-CRC	750.00
Vendor Total		750.00		
FYTD for AGUIRRE, ANTONIO		750.00		



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AIR CLEANING SYSTEMS INC.				
12/22/2011	884211	1,684.32	<u>Remit to:</u> POMONA CA	
			PLYMOVENT MAINT/REPAIR-STN 2	170.00
			PLYMOVENT PARTS	906.30
			PLYMOVENT PARTS	608.02
	Vendor Total	1,684.32		
FYTD for AIR CLEANING SYSTEMS INC.		2,988.02		
ALCORN FENCE COMPANY				
12/19/2011	210630	1,280.00	<u>Remit to:</u> SUN VALLEY CA	
			REPAIR FENCE-MVU SUBSTATION	1,280.00
	Vendor Total	1,280.00		
FYTD for ALCORN FENCE COMPANY		2,190.00		
ALEXANDER, CHARLES				
12/19/2011	210631	9.16	<u>Remit to:</u> MORENO VALLEY CA	
			GARNISHMENT	9.16
	Vendor Total	9.16		
FYTD for ALEXANDER, CHARLES		9.16		
ALEXANDER, KENE				
12/19/2011	210632	29.60	<u>Remit to:</u> MORENO VALLEY CA	
			REFUND-CANCELLED CONTRCT CLASS	29.60
	Vendor Total	29.60		
FYTD for ALEXANDER, KENE		29.60		
ALLIANZ LIFE INSURANCE CO				
12/5/2011	210461	75.00	<u>Remit to:</u> NEWARK NJ	
			NON-EXEMPT ANNUITY	75.00
	Vendor Total	75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		450.00		
ALPHACORP/SIRE TECHNOLOGIES				
12/19/2011	884171	20,150.00	<u>Remit to:</u> WEST VALLEY CITY UT	
			SIRE MINUTES PLUS	2,500.00
			SIRE VIDEO PLUS WEB STREAMING	7,200.00
			SIRE TURNKEY ENCODER SERVER	2,700.00
			INSTALL/IMPLEMENT/TESTING SVCS	4,050.00
			TRAINING & TRAVEL EXPENSES	3,700.00
	Vendor Total	20,150.00		
FYTD for ALPHACORP/SIRE TECHNOLOGIES		32,144.00		



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AMERICAN FORENSIC NURSES				
			<u>Remit to:</u> PALM SPRINGS	CA
12/12/2011	884140	2,730.20		
			BLOOD DRAWS-POLICE	2,360.48
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	82.16
			BLOOD DRAWS-POLICE	246.48
12/22/2011	884212	4,559.36		
			BLOOD DRAWS-POLICE	739.44
			BLOOD DRAWS-POLICE	1,909.96
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	1,827.80
			BLOOD DRAWS-POLICE	41.08
Vendor Total		7,289.56		
FYTD for AMERICAN FORENSIC NURSES		24,937.24		
AMERICAN TOWERS				
			<u>Remit to:</u> CHARLOTTE	NC
12/12/2011	210556	2,676.42		
			TOWER SPACE LEASE-TECH SVCS	2,676.42
Vendor Total		2,676.42		
FYTD for AMERICAN TOWERS		15,749.70		
AMERIGAS PROPANE LP				
			<u>Remit to:</u> BLOOMINGTON	CA
12/5/2011	210462	571.15		
			PROPANE FUEL	447.35
			PROPANE FUEL YRLY TANK RENTAL	52.80
			PROPANE FUEL CHARGE	35.00
			PROPANE FUEL CHARGE	36.00
Vendor Total		571.15		
FYTD for AMERIGAS PROPANE LP		571.15		
AMTECH ELEVATOR SERVICES				
			<u>Remit to:</u> ANAHEIM	CA
12/19/2011	210634	121.92		
			ELEVATOR SVC-CITY HALL	121.92
Vendor Total		121.92		
FYTD for AMTECH ELEVATOR SERVICES		2,834.80		
ANIMAL EMERGENCY CLINIC, INC.				
			<u>Remit to:</u> GRAND TERRACE	CA
12/22/2011	884213	130.00		
			EMERGENCY//AFTER HR VET SVCS	55.00
			EMERGENCY//AFTER HR VET SVCS	75.00
Vendor Total		130.00		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		1,380.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANIMAL PEST MANAGEMENT SERVICES, INC.				
			Remit to: CHINO	CA
12/22/2011	210727	1,525.50		
			PEST CONTROL-CITY PARKS	600.00
			PEST CONTROL-CONTRACT PARKS	229.50
			PEST CONTROL-GOLF COURSE	162.00
			PEST CONTROL-CFD #1	144.00
			PEST CONTROL-MARCH FIELD CNTR	90.00
			PEST CONTROL-MARCH BALLFIELD	300.00
Vendor Total		1,525.50		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		10,160.00		
ARCHIVE MANAGEMENT SERVICE				
			Remit to: RIVERSIDE	CA
12/22/2011	884214	1,267.28		
			RECORDS OFFSITE STORAGE	1,267.28
Vendor Total		1,267.28		
FYTD for ARCHIVE MANAGEMENT SERVICE		7,885.24		
ARROWHEAD WATER				
			Remit to: COLTON	CA
12/19/2011	210635	173.40		
			WATER PURIF RNTL-ANIMAL SVCS	49.55
			WATER PURIF RNTL-SENIOR CTR	24.77
			WATER PURIF RNTL-SDA	24.77
			WATER PURIF RNTL-TECH SVCS	24.77
			WATER PURIF RNTL-FACILITIES	24.77
			WATER PURIF RNTL-CRC	24.77
Vendor Total		173.40		
FYTD for ARROWHEAD WATER		3,274.82		
ASSOCIATED ENGINEERS, INC.				
			Remit to: LOS ANGELES	CA
12/12/2011	210557	6,049.38		
			HEACOCK ST WIDENING PROJ SVCS	5,092.50
			HEACOCK ST WIDENING PROJ SVCS	956.88
Vendor Total		6,049.38		
FYTD for ASSOCIATED ENGINEERS, INC.		10,479.43		
AT&T MOBILITY				
			Remit to: CAROL STREAM	IL
12/12/2011	210558	91.69		
			CELLULAR SVC-MOBILE COMMAND	91.69
12/22/2011	210728	90.92		
			CELLULAR SVC-MOBILE COMMAND	90.92
Vendor Total		182.61		
FYTD for AT&T MOBILITY		546.41		



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AT&T/MCI				
12/12/2011	210559	183.10	Remit to: WEST SACRAMENTO CA COMMUNICATION SVCS-POLICE	183.10
12/22/2011	210729	183.34	COMMUNICATION SVCS-POLICE	183.34
Vendor Total		366.44		
FYTD for AT&T/MCI		1,098.84		
AYARS, MARGARET E.				
12/5/2011	884049	1,274.92	Remit to: YUCAIPA CA RETIREE MED SEPT-DEC11, PD DEC	1,274.92
Vendor Total		1,274.92		
FYTD for AYARS, MARGARET E.		2,549.84		
BACHER, GRACE				
12/5/2011	210463	318.73	Remit to: HEMET CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for BACHER, GRACE		1,912.38		
BAUTISTA, JOSEPH C.				
12/5/2011	884050	318.73	Remit to: FONTANA CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for BAUTISTA, JOSEPH C.		1,883.22		
BAYANI, CHRISTOPHER				
12/12/2011	210560	237.65	Remit to: MORENO VALLEY CA REIMB-CAR RENTAL & PARKING FEE	237.65
Vendor Total		237.65		
FYTD for BAYANI, CHRISTOPHER		402.65		



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BEMUS LANDSCAPE, INC.				
			Remit to: SAN CLEMENTE	CA
12/19/2011	884172	17,397.63		
			LANDSCAPE MAINT-S AQDCT "B"	662.00
			LANDSCAPE MAINT-SENIOR CTR	236.00
			LANDSCAPE MAINT-N AQDCT	473.00
			LANDSCAPE MAINT-S AQDCT "A"	765.50
			LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
			LANDSCAPE MAINT-PAN AM SECTION	540.00
			LANDSCAPE MAINT-VTRNS MEMORIAL	225.00
			LANDSCAPE MAINT-FIRE STATIONS	2,835.00
			LANDSCAPE MAINT-CITY HALL	893.30
			LANDSCAPE MAINT-ASES ADMN BLDG	260.00
			LANDSCAPE MAINT-ELECT SUB STN	567.00
			LANDSCAPE MAINT-MV UTILITY	432.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-CRC	1,710.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-ANIMAL SHLTR	468.00
			LANDSCAPE MAINT-CITY YARD	225.00
			LANDSCAPE MAINT-ANNX BLDG	270.00
			LANDSCAPE MAINT-CITY PARKS	285.00
			LANDSCAPE MAINT-CITY PARKS	125.00
			LANDSCAPE MAINT-PATRIOT PARK	360.00
			LANDSCAPE MAINT-BAY TO JFK	1,710.00
			LANDSCAPE MAINT-BIKE AQDCT	360.00
			LANDSCAPE MAINT-TOWNGATE	180.00
			LANDSCAPE MAINT-TOWNGATE BIKE	635.00
			LANDSCAPE MAINT-CITY PARKS	60.00
12/22/2011	884215	14,270.97		
			LANDSCAPE MAINT-ZONE E-3	10,625.00
			LANDSCAPE MAINT-ZONE E-3A	781.02
			LANDSCAPE MAINT-ZONE E-3	2,208.00
			LANDSCAPE MAINT-ZONE E-3	181.66
			LANDSCAPE MAINT-ZONE E-3	188.94
			LANDSCAPE MAINT-ZONE E-3	83.50
			LANDSCAPE MAINT-ZONE E-3	202.85
Vendor Total		31,668.60		
FYTD for BEMUS LANDSCAPE, INC.		194,296.45		
BENESYST				
			Remit to: MINNEAPOLIS	MN
12/12/2011	884141	205.00		
			COBRA ADMIN SVC-HR	205.00
Vendor Total		205.00		
FYTD for BENESYST		870.20		



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BENESYST, INC.				
			<u>Remit to:</u> MINNEAPOLIS	MN
12/12/2011	884142	191.38	FLEX ADMIN SVC-HR	191.38
Vendor Total		191.38		
FYTD for BENESYST, INC.		1,981.97		
BEST, BEST & KRIEGER, LLP				
			<u>Remit to:</u> RIVERSIDE	CA
12/22/2011	884216	1,098.00	PROFESSIONAL SVCS - CFD#7	1,098.00
Vendor Total		1,098.00		
FYTD for BEST, BEST & KRIEGER, LLP		1,098.00		
BIO-TOX LABORATORIES				
			<u>Remit to:</u> RIVERSIDE	CA
12/19/2011	210636	8,116.84	TOXICOLOGY TESTING-POLICE	171.15
			TOXICOLOGY TESTING-POLICE	2,078.39
			TOXICOLOGY TESTING-POLICE	5,867.30
Vendor Total		8,116.84		
FYTD for BIO-TOX LABORATORIES		46,696.33		
BLAIR, CHERYL				
			<u>Remit to:</u> RIVERSIDE	CA
12/19/2011	210637	270.00	INSTRUCTOR SVCS-BELLY DANCING	270.00
Vendor Total		270.00		
FYTD for BLAIR, CHERYL		492.00		
BOSCO LEGAL SERVICE, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
12/12/2011	210561	573.74	CASE#2010-25 (JAUREGUI)	110.49
			CASE#2010-25 (JAUREGUI)	83.36
			CASE#2010-25 (JAUREGUI)	245.95
			CASE#2010-25 (JAUREGUI)	62.00
			CASE#2010-25 (JAUREGUI)	46.94
			CASE#2010-25 (JAUREGUI)	25.00
Vendor Total		573.74		
FYTD for BOSCO LEGAL SERVICE, INC.		1,347.05		
BRADFORD, ROSETTA				
			<u>Remit to:</u> MORENO VALLEY	CA
12/5/2011	210464	91.00	REFUND-BASKETBALL CLASS	91.00
Vendor Total		91.00		
FYTD for BRADFORD, ROSETTA		91.00		



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BRAUN BLAISING MCLAUGHLIN				
			Remit to: SACRAMENTO	CA
12/5/2011	210465	3,836.78		
			LEGAL SVCS	1,426.95
			LEGAL SVCS	2,409.83
12/22/2011	210730	15,053.19		
			LEGAL SVCS	1,892.70
			LEGAL SVCS	2,953.21
			LEGAL SVCS	5,648.28
			LEGAL SVCS	4,559.00
Vendor Total		18,889.97		
FYTD for BRAUN BLAISING MCLAUGHLIN		23,827.02		

BRODART CO.				
			Remit to: WILLIAMSPORT	PA
12/5/2011	884051	1,037.91		
			MISC BOOKS-LIBRARY	30.96
			MISC BOOKS-LIBRARY	51.05
			MISC BOOKS-LIBRARY	295.04
			MISC BOOKS-LIBRARY	39.23
			MISC BOOKS-LIBRARY	392.65
			MISC BOOKS-LIBRARY	42.80
			MISC BOOKS-LIBRARY	23.00
			MISC BOOKS-LIBRARY	21.80
			MISC BOOKS-LIBRARY	30.06
			MISC BOOKS-LIBRARY	48.13
			MISC BOOKS-LIBRARY	63.19
12/12/2011	884143	223.11		
			MISC BOOKS-LIBRARY	38.37
			MISC BOOKS-LIBRARY	41.00
			MISC BOOKS-LIBRARY	24.20
			MISC BOOKS-LIBRARY	119.54
12/19/2011	884173	581.50		
			MISC BOOKS-LIBRARY	46.70
			MISC BOOKS-LIBRARY	21.80
			MISC BOOKS-LIBRARY	27.81
			MISC BOOKS-LIBRARY	27.81
			MISC BOOKS-LIBRARY	159.13
			MISC BOOKS-LIBRARY	30.18
			MISC BOOKS-LIBRARY	119.63
			MISC BOOKS-LIBRARY	21.80
			MISC BOOKS-LIBRARY	38.30
			MISC BOOKS-LIBRARY	19.99
			MISC BOOKS-LIBRARY	22.97
			MISC BOOKS-LIBRARY	23.58
			MISC BOOKS-LIBRARY	21.80
Vendor Total		1,842.52		
FYTD for BRODART CO.		18,056.62		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUCKINGHAM, STAN				
			<u>Remit to:</u> TEMECULA CA	
12/5/2011	210466	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for BUCKINGHAM, STAN		1,912.38		
BUEHLER, DAWN				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210638	200.00	REFUND-ADMIN CITATION-CODE	200.00
Vendor Total		200.00		
FYTD for BUEHLER, DAWN		200.00		
BURKE, WILLIAMS & SORENSEN, LLP.				
			<u>Remit to:</u> LOS ANGELES CA	
12/12/2011	884144	14,032.92	LEGAL SVCS	1,475.00
			LEGAL SVCS	350.00
			LEGAL SVCS	1,083.00
			LEGAL SVCS	9,373.42
			LEGAL SVCS	1,751.50
Vendor Total		14,032.92		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		138,270.14		
BWI - BOOK WHOLESALERS, INC.				
			<u>Remit to:</u> MCHENRY IL	
12/12/2011	210562	69.37	CHILDREN'S BOOKS-LIBRARY	56.03
			CHILDREN'S BOOKS-LIBRARY	13.34
Vendor Total		69.37		
FYTD for BWI - BOOK WHOLESALERS, INC.		7,193.74		
CAIN, GREGORY				
			<u>Remit to:</u> TAMPA FL	
12/5/2011	884053	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		1,912.38		
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION				
			<u>Remit to:</u> SACRAMENTO CA	
12/5/2011	210467	870.00	2012 MEMBRSHIP DUES-MVCSD	870.00
Vendor Total		870.00		
FYTD for CALIFORNIA SPECIAL DISTRICTS ASSOCIATION		870.00		



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CALIFORNIA WATERSHED ENGINEERING CORP.				
12/5/2011	884054	325.00	Remit to: ANAHEIM CA PLAN CHECK SVCS-WATER QUALITY	325.00
Vendor Total		325.00		
FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.		30,192.00		
CALMAX CONSTRUCTORS, INC				
12/12/2011	210563	937.45	Remit to: PERRIS CA RETENTION RELEASE	937.45
Vendor Total		937.45		
FYTD for CALMAX CONSTRUCTORS, INC		9,374.50		
CANNON, ANA M.				
12/5/2011	884055	318.73	Remit to: HASLET TX RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for CANNON, ANA M.		1,912.38		
CARTER, ROSALYN				
12/5/2011	884056	318.73	Remit to: MORENO VALLEY CA RETIREE MED NOV 11, PD DEC 11	318.73
Vendor Total		318.73		
FYTD for CARTER, ROSALYN		1,912.38		
CASTELLON, HECTOR R				
12/12/2011	210564	17,040.80	Remit to: MORENO VALLEY CA SOLAR INCENTIVE REBATE	17,040.80
Vendor Total		17,040.80		
FYTD for CASTELLON, HECTOR R		17,040.80		
CASTELLON, ROCIO E				
12/12/2011	210565	22,078.00	Remit to: MORENO VALLEY CA SOLAR INCENTIVE REBATE	22,078.00
Vendor Total		22,078.00		
FYTD for CASTELLON, ROCIO E		22,078.00		
CASTILLO, LUCERO				
12/22/2011	210731	392.00	Remit to: MORENO VALLEY CA FED RELOCATION ASSISTANCE PYMT	392.00
12/22/2011	210732	391.33	FED RELOCATION ASSISTANCE PYMT	391.33
Vendor Total		783.33		
FYTD for CASTILLO, LUCERO		783.33		



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CAZARES, MIRIAM				
			Remit to: MORENO VALLEY	CA
12/5/2011	210468	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for CAZARES, MIRIAM		50.00		
CELLEBRITE USA, CORP				
			Remit to: GLEN ROCK	NJ
12/19/2011	210723	8,059.97		
			UFEDPHY-UPGRADE PHYSICAL PRO	3,999.99
			SWPHUFED-2 PHYSICAL PRO	3,999.98
			SHIPPING & HANDLING	60.00
			CA SALES TAX @ 7.75%	309.99
			SALES TAX ACCRUAL	4.66
			SALES TAX ACCRUAL	-314.65
Vendor Total		8,059.97		
FYTD for CELLEBRITE USA, CORP		8,059.97		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS				
			Remit to: RIVERSIDE	CA
12/12/2011	884145	470.00		
			PRE-EMPLOYMENT PHYSICALS	55.00
			PRE-EMPLOYMENT PHYSICALS	55.00
			PRE-EMPLOYMENT PHYSICALS	25.00
			PRE-EMPLOYMENT PHYSICALS	45.00
			PRE-EMPLOYMENT PHYSICALS	25.00
			PRE-EMPLOYMENT PHYSICALS	25.00
			PRE-EMPLOYMENT PHYSICALS	45.00
			PRE-EMPLOYMENT PHYSICALS	45.00
			PRE-EMPLOYMENT PHYSICALS	55.00
			PRE-EMPLOYMENT PHYSICALS	25.00
			PRE-EMPLOYMENT PHYSICALS	45.00
Vendor Total		470.00		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS		1,884.00		
CHANCY, CHIZURU				
			Remit to: MORENO VALLEY	CA
12/22/2011	210733	373.80		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
			INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	15.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANCE	30.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANCE	30.00
Vendor Total		373.80		
FYTD for CHANCY, CHIZURU		1,186.80		



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CHANDLER ASSET MANAGEMENT, INC				
12/19/2011	884175	8,917.00	Remit to: SAN DIEGO CA FIXED INCOME INVESTMENT MGMT	8,917.00
Vendor Total		8,917.00		
FYTD for CHANDLER ASSET MANAGEMENT, INC		53,899.00		
CHAPMAN, STEVE				
12/5/2011	210469	318.73	Remit to: REDLANDS CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for CHAPMAN, STEVE		1,912.38		
CHAPPELL, ISAAC				
12/5/2011	884057	318.73	Remit to: MORENO VALLEY CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		1,912.38		
CHERRY VALLEY FEED				
12/19/2011	210639	185.24	Remit to: CHERRY VALLEY CA MISC. FOOD-POLICE K-9	185.24
Vendor Total		185.24		
FYTD for CHERRY VALLEY FEED		346.83		
CHRISTIAN, OWEN				
12/5/2011	884058	229.88	Remit to: MORENO VALLEY CA RETIREE MED DEC '11	229.88
Vendor Total		229.88		
FYTD for CHRISTIAN, OWEN		1,379.28		



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CINTAS CORPORATION				
			Remit to: ONTARIO	CA
12/5/2011	884059	350.17		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-VEHICLE MAINT	39.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	18.46
			UNIFORM RNTL SVC-ST MAINT	123.44
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
12/12/2011	884146	15.68		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
12/19/2011	884176	768.46		
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-MAINT & OPS	39.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-ST MAINT	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	128.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-FACILITIES	50.07
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-MAINT & OPS	39.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST MAINT	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	96.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-FACILITIES	15.71
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-MAINT & OPS	39.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-ST MAINT	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	96.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-FACILITIES	17.67
12/22/2011	884217	124.37		
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-PARK MAINT	2.79



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST MAINT	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
Vendor Total		1,258.68		
FYTD for CINTAS CORPORATION		7,374.18		
CITY OF MORENO VALLEY VEBA TRUST				
			Remit to: MORENO VALLEY	CA
12/5/2011	210549	3,850.00	EXEMPT VEBA	3,850.00
Vendor Total		3,850.00		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		24,237.50		
CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC				
			Remit to: MENLO PARK	CA
12/22/2011	210734	50.00	ANNUAL MEMBERSHIP 1/1-12/31/12	50.00
Vendor Total		50.00		
FYTD for CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC		50.00		
CMS CONSTRUCTION SERVICES, INC.				
			Remit to: RIVERSIDE	CA
12/19/2011	210640	271.99	REFUND-BUILDING PERMIT FEES	271.99
Vendor Total		271.99		
FYTD for CMS CONSTRUCTION SERVICES, INC.		271.99		
COLANTUONO & LEVIN, PC				
			Remit to: LOS ANGELES	CA
12/19/2011	210641	27.00	PROF LEGAL SVCS	27.00
Vendor Total		27.00		
FYTD for COLANTUONO & LEVIN, PC		27.00		
COLGAN CONSULTING CORPORATION				
			Remit to: SACRAMENTO	CA
12/22/2011	210735	2,362.50	CONSULTANT SVCS-DIF STUDY	2,362.50
Vendor Total		2,362.50		
FYTD for COLGAN CONSULTING CORPORATION		24,943.89		
COLLINS, COLLINS, MUIR & STEWART, LLP				
			Remit to: SOUTH PASADENA	CA
12/12/2011	210566	267.54	LEGAL SVCS	267.54
Vendor Total		267.54		
FYTD for COLLINS, COLLINS, MUIR & STEWART, LLP		1,025.34		



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COLONIAL SUPPLEMENTAL INSURANCE				
			Remit to: COLUMBIA	SC
12/5/2011	210470	6,436.47		
			SUPPLEMENTAL INSURANCE	6,436.47
Vendor Total		6,436.47		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		39,089.83		
COMMUNITY ASSISTANCE PROGRAM - CAP				
			Remit to: MORENO VALLEY	CA
12/22/2011	884218	4,920.59		
			CAP FOOD DISTRIBUTION PRGRM	2,400.51
			CAP FOOD DISTRIBUTION PRGRM	2,520.08
Vendor Total		4,920.59		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP		16,086.08		
COMMUNITY CONNECT				
			Remit to: RIVERSIDE	CA
12/12/2011	210567	1,662.72		
			CDBG-"211" CALL CENTER INFO	537.51
			CDBG-"211" CALL CENTER INFO	588.63
			CDBG-"211" CALL CENTER INFO	536.58
12/19/2011	210642	547.89		
			CDBG-"211" CALL CENTER INFO	547.89
Vendor Total		2,210.61		
FYTD for COMMUNITY CONNECT		2,210.61		
COMMUNITY HEALTH CHARITIES				
			Remit to: ANAHEIM	CA
12/5/2011	210471	176.31		
			CHC CONTRIBUTIONS	176.31
12/19/2011	210643	162.31		
			CHC CONTRIBUTIONS	162.31
Vendor Total		338.62		
FYTD for COMMUNITY HEALTH CHARITIES		2,283.03		
COMPETITIVE STRIDE				
			Remit to: RIVERSIDE	CA
12/19/2011	210644	255.37		
			YOUTH/ADULT AWARDS	255.37
Vendor Total		255.37		
FYTD for COMPETITIVE STRIDE		1,541.70		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CONTRERAS, JOSE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210645	124.00		
			SPORTS OFFICIATING SVC	54.00
			SPORTS OFFICIATING SVCS	70.00
12/22/2011	210736	70.00		
			SPORTS OFFICIATING SVCS	70.00
Vendor Total		194.00		
FYTD for CONTRERAS, JOSE		1,559.00		
COSTCO				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210646	73.02		
			MISC. SUPPLIES-SKATE PARK	73.02
Vendor Total		73.02		
FYTD for COSTCO		9,521.18		
COUNSELING TEAM, THE				
			<u>Remit to:</u> SAN BERNARDINO CA	
12/12/2011	210568	1,250.00		
			EMPLOYEE COUNSELING SVC	1,250.00
Vendor Total		1,250.00		
FYTD for COUNSELING TEAM, THE		6,250.00		
COUNTY OF RIVERSIDE				
			<u>Remit to:</u> RIVERSIDE CA	
12/5/2011	210472	5,000.00		
			TEMP RIGHT OF ENTRY AGREEMENT	5,000.00
Vendor Total		5,000.00		
FYTD for COUNTY OF RIVERSIDE		13,603.22		
COUNTY OF RIVERSIDE - RMAP				
			<u>Remit to:</u> RIVERSIDE CA	
12/5/2011	210473	59.12		
			RECORDATION SVCS-LAND DVLPMNT	59.12
Vendor Total		59.12		
FYTD for COUNTY OF RIVERSIDE - RMAP		305.42		
CRITICAL SOLUTIONS				
			<u>Remit to:</u> WALNUT CREEK CA	
12/12/2011	210569	4,611.04		
			PROJ MGMT SVCS-EOC WATER LEAKS	4,611.04
Vendor Total		4,611.04		
FYTD for CRITICAL SOLUTIONS		4,611.04		



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CROWN PRINTERS				
			Remit to: SAN BERNARDINO	CA
12/19/2011	210647	4,092.27		
			PRINTING / COLLATING 2011/12	3,797.93
			CALIF SALES TAX @ 7.75%	294.34
	Vendor Total	4,092.27		
FYTD for CROWN PRINTERS		4,092.27		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
			Remit to: RIVERSIDE	CA
12/19/2011	210648	1,314.00		
			HEALTH PERMIT FEE-AR0019216	219.00
			HEALTH PERMIT FEE-AR0019216	219.00
			HEALTH PERMIT FEE-AR0019216	219.00
			HEALTH PERMIT FEE-AR0019216	219.00
			HEALTH PERMIT FEE-AR0019216	219.00
			HEALTH PERMIT FEE-AR0019216	219.00
12/22/2011	210738	83.00		
			HEALTH PERMIT RENEWAL	83.00
	Vendor Total	1,397.00		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		7,736.40		
D & D SERVICES DBA D & D DISPOSAL, INC.				
			Remit to: VALENCIA	CA
12/22/2011	210739	745.00		
			DECEASED ANIMAL RMVL	745.00
	Vendor Total	745.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		4,470.00		
D & L DEVELOPMENT				
			Remit to: MORENO VALLEY	CA
12/19/2011	210649	120.00		
			REFUND-ELECTRCL PERMIT FEES	120.00
	Vendor Total	120.00		
FYTD for D & L DEVELOPMENT		120.00		
DALE, KATHLEEN				
			Remit to: MORENO VALLEY	CA
12/5/2011	884062	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for DALE, KATHLEEN		1,912.38		



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DATA TICKET, INC.				
			<u>Remit to:</u> NEWPORT BEACH CA	
12/5/2011	884063	6,662.39		
			CITATION PROCESSING-CODE	2,592.93
			CITATION PROCESSING-CODE	4,069.46
12/12/2011	884147	94.50		
			PARKING CITATION APPLICATION	94.50
12/19/2011	884177	4,642.33		
			CITATION PROCESSING-POLICE	2,525.40
			CITATION PROCESSING-POLICE	2,116.93
Vendor Total		11,399.22		
FYTD for DATA TICKET, INC.		134,936.14		
DATAQUICK CORPORATE HEADQUARTERS				
			<u>Remit to:</u> SAN DIEGO CA	
12/19/2011	210650	130.50		
			SOFTWARE/ONLINE SUBSCRIPTION	130.50
Vendor Total		130.50		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		652.50		
DE SANTIS, THOMAS M				
			<u>Remit to:</u> TEMECULA CA	
12/5/2011	210474	6,650.00		
			INTERIM HR DIRECTOR SVCS	6,650.00
12/22/2011	210740	10,800.00		
			INTERIM HR DIRECTOR SVCS	10,800.00
Vendor Total		17,450.00		
FYTD for DE SANTIS, THOMAS M		63,150.00		
DELTA DENTAL				
			<u>Remit to:</u> SAN FRANCISCO CA	
12/12/2011	884148	10,473.25		
			EMPLOYEE DENTAL INSURANCE	10,473.25
Vendor Total		10,473.25		
FYTD for DELTA DENTAL		63,318.54		
DELTACARE USA				
			<u>Remit to:</u> LOS ANGELES CA	
12/19/2011	210651	5,508.55		
			EMPLOYEE DENTAL INSURANCE	5,508.55
Vendor Total		5,508.55		
FYTD for DELTACARE USA		39,539.82		



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DENNIS GRUBB & ASSOCIATES, LLC				
			<u>Remit to:</u> MIRA LOMA	CA
12/5/2011	884064	11,985.00		
			PLAN REVIEW SVCS-FIRE PREVENT	4,725.00
			FIRE INSPECTION SVCS	7,260.00
12/19/2011	884178	6,900.00		
			PLAN REVIEW SVCS-FIRE PREVENT	5,140.00
			FIRE INSPECTION SVCS	1,760.00
Vendor Total		18,885.00		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		62,920.00		
DEPARTMENT OF INDUSTRIAL RELATIONS				
			<u>Remit to:</u> SACRAMENTO	CA
12/22/2011	210741	4,891.67		
			F/Y2011-12 ASSESSMENTS	4,891.67
Vendor Total		4,891.67		
FYTD for DEPARTMENT OF INDUSTRIAL RELATIONS		5,341.67		
DESIGN WORKS				
			<u>Remit to:</u> SAN JACINTO	CA
12/22/2011	210742	300.00		
			YOUTH/ADULT SPORT UNIFORMS	150.00
			YOUTH/ADULT SPORT UNIFORMS	150.00
Vendor Total		300.00		
FYTD for DESIGN WORKS		7,943.88		
DLS LANDSCAPE, INC				
			<u>Remit to:</u> REDLANDS	CA
12/19/2011	884179	11,475.00		
			LANDSCAPE MAINT-CFD #1	2,052.00
			LANDSCAPE MAINT-ZONE A	9,423.00
12/22/2011	884219	11,475.00		
			LANDSCAPE MAINT-CFD #1	2,052.00
			LANDSCAPE MAINT-ZONE A	9,423.00
Vendor Total		22,950.00		
FYTD for DLS LANDSCAPE, INC		72,396.00		
DMC DESIGN GROUP, INC				
			<u>Remit to:</u> CORONA	CA
12/5/2011	210475	7,320.00		
			CONSULTANT ADMIN SVCS-CAP PROJ	7,320.00
Vendor Total		7,320.00		
FYTD for DMC DESIGN GROUP, INC		167,303.41		



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DORIS PEREZ INTERPRETING				
			<u>Remit to:</u> RIVERSIDE	CA
12/12/2011	210571	500.00		
			TRANSLATION SVCS	300.00
			TRANSLATION SVCS	200.00
Vendor Total		500.00		
FYTD for DORIS PEREZ INTERPRETING		500.00		
DORY, ALLEEN F.				
			<u>Remit to:</u> HEMET	CA
12/5/2011	210476	133.38		
			RETIREE MED DEC '11	229.88
			RETIREE MED DEC '11	-96.50
Vendor Total		133.38		
FYTD for DORY, ALLEEN F.		1,379.28		
DURAN, BLANCA				
			<u>Remit to:</u> MORENO VALLEY	CA
12/5/2011	210477	210.00		
			INSTRUCTOR SVCS-FOLK DANCE	210.00
Vendor Total		210.00		
FYTD for DURAN, BLANCA		1,407.00		
E.R. BLOCK PLUMBING & HEATING, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
12/5/2011	884065	514.38		
			REPAIR BACKFLOW DEVICE-CFD #1	360.00
			REPAIR BACKFLOW DEVICE-CFD #1	134.38
			BACKFLOW DEVICE TEST-PARKS	20.00
12/19/2011	884180	40.00		
			BACKFLOW TESTING-ZONE D	40.00
12/22/2011	884220	40.00		
			BACKFLOW TESTING-ZONE E14	20.00
			BACKFLOW TESTING-E-14	20.00
Vendor Total		594.38		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		30,666.69		



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EASTERN MUNICIPAL WATER DISTRICT			<u>Remit to:</u> PERRIS	CA
12/5/2011	210478	13,393.28		
			WATER CHARGES	32.04
			WATER CHARGES	342.88
			WATER CHARGES	289.52
			WATER CHARGES	449.22
			WATER CHARGES	6,554.62
			WATER CHARGES	92.63
			WATER CHARGES	4,326.12
			WATER CHARGES	399.86
			WATER CHARGES	286.54
			WATER CHARGES	92.88
			WATER CHARGES	437.23
			WATER CHARGES	89.74
12/22/2011	210743	18,324.21		
			WATER CHARGES	408.90
			WATER CHARGES	583.42
			WATER CHARGES	317.25
			WATER CHARGES	3,337.78
			WATER CHARGES	1,170.81
			WATER CHARGES	801.11
			WATER CHARGES	2,826.80
			WATER CHARGES	3,456.51
			WATER CHARGES	164.86
			WATER CHARGES	671.24
			WATER CHARGES	943.77
			WATER CHARGES	656.95
			WATER CHARGES	332.34
			WATER CHARGES	88.29
			WATER CHARGES	225.17
			WATER CHARGES	538.64
			WATER CHARGES	725.47
			WATER CHARGES	638.95
			WATER CHARGES	84.27
			WATER CHARGES	51.68
			WATER CHARGES	162.09
			WATER CHARGES	137.91
Vendor Total		31,717.49		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		887,100.72		
EDGELANE MOBILE PARK			<u>Remit to:</u> LOS ANGELES	CA
12/19/2011	884181	36.68		
			REFUND-UTILITY USER'S TAX	36.68
Vendor Total		36.68		
FYTD for EDGELANE MOBILE PARK		230.69		



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EGGERSTEN, ANNE				
			<u>Remit to:</u> RANCHO MIRAGE CA	
12/5/2011	210479	325.66	RETIREE MED DEC '11	325.66
Vendor Total		325.66		
FYTD for EGGERSTEN, ANNE		1,953.96		
EID, RANA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210480	121.86	REFUND-BASKETBALL CLASS	49.06
			REFUND-BASKETBALL CLASS	72.80
Vendor Total		121.86		
FYTD for EID, RANA		121.86		
EMERGENT BATTERY TECHNOLOGIES				
			<u>Remit to:</u> YORBA LINDA CA	
12/22/2011	210744	5,559.90	BATTERY BACK UP-TRAFFIC SGNL	3,966.00
			BATTERY BACK UP-TRAFFIC SGNL	1,593.90
Vendor Total		5,559.90		
FYTD for EMERGENT BATTERY TECHNOLOGIES		11,593.90		
EMPIRE OFFICE MACHINES				
			<u>Remit to:</u> SAN BERNARDINO CA	
12/12/2011	210572	152.00	CLEANING & MAINT SVC	94.00
			CLEANING & MAINT SVC	58.00
Vendor Total		152.00		
FYTD for EMPIRE OFFICE MACHINES		152.00		
EVANS ENGRAVING & AWARDS				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884067	28.02	PLAQUE-COMMISSIONS	28.02
Vendor Total		28.02		
FYTD for EVANS ENGRAVING & AWARDS		955.31		
EWING IRRIGATION PRODUCTS, INC.				
			<u>Remit to:</u> PHOENIX AZ	
12/5/2011	210481	4,308.72	IRRIGATION PARTS/SUPPLY-PARKS	2,299.24
			IRRIGATION PARTS/SUPPLY-PARKS	2,009.48
12/19/2011	210653	28.27	IRRIGATION PARTS/SUPPLY-PARKS	28.27
Vendor Total		4,336.99		
FYTD for EWING IRRIGATION PRODUCTS, INC.		10,441.88		



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EXCEL LANDSCAPE, INC				
12/19/2011	210654	2,777.17	Remit to: CORONA CA LANDSCAPE MAINT-ZONE E-7	2,777.17
12/22/2011	210745	4,783.96	LANDSCAPE MAINT-WQB LANDSCAPE MAINT-WQB	4,683.96 100.00
Vendor Total		7,561.13		
FYTD for EXCEL LANDSCAPE, INC		49,301.47		
EYER, DEBRA				
12/19/2011	210655	200.00	Remit to: MORENO VALLEY CA REFUND-ADMIN CITATION-CODE	200.00
Vendor Total		200.00		
FYTD for EYER, DEBRA		200.00		
FAIR HOUSING COUNCIL OF RIV CO, INC.				
12/19/2011	884182	2,062.58	Remit to: RIVERSIDE CA CDBG SVCS-FAIR HOUSNG/REIMB#4	2,062.58
Vendor Total		2,062.58		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.		33,331.68		
FAJARDO, APOLINARIO S.				
12/5/2011	210482	407.50	Remit to: MORENO VALLEY CA REFUND-CITATION DISMISSED	407.50
Vendor Total		407.50		
FYTD for FAJARDO, APOLINARIO S.		407.50		
FEENSTRA, JOHN				
12/5/2011	884068	361.25	Remit to: REDLANDS CA RETIREE MED DEC '11	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		2,167.50		
FERNANDEZ, ALICIA				
12/19/2011	210657	200.00	Remit to: MORENO VALLEY CA REFUND-ADMIN CITATION-CODE	200.00
Vendor Total		200.00		
FYTD for FERNANDEZ, ALICIA		200.00		



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FIRE RESCUE MAGAZINE				
			<u>Remit to:</u> NORTH HOLLYWOOD CA	
12/5/2011	210483	182.00		
			2012 SUBSCRIPTION-MVFD	182.00
Vendor Total		182.00		
FYTD for FIRE RESCUE MAGAZINE		182.00		
FIRST CAL INDUSTRIAL LLC				
			<u>Remit to:</u> EL SEGUNDO CA	
12/5/2011	210484	4,702.20		
			REFUND-UNEARNED REV DEPOSIT	4,702.20
Vendor Total		4,702.20		
FYTD for FIRST CAL INDUSTRIAL LLC		4,702.20		
FIRST CHOICE SERVICES				
			<u>Remit to:</u> ONTARIO CA	
12/19/2011	884183	44.72		
			COFFEE SVCS-EMPLOYEE PAID	44.72
12/22/2011	884222	627.96		
			COFFEE SVCS-EMPLOYEE PAID	157.87
			COFFEE SVCS-EMPLOYEE PAID	29.02
			COFFEE SVCS-EMPLOYEE PAID	200.49
			COFFEE SVCS-EMPLOYEE PAID	95.80
			COFFEE SVCS-EMPLOYEE PAID	35.33
			COFFEE SVCS-EMPLOYEE PAID	72.64
			COFFEE SVCS-EMPLOYEE PAID	36.81
Vendor Total		672.68		
FYTD for FIRST CHOICE SERVICES		4,358.79		
FIRST INDUSTRIAL LP				
			<u>Remit to:</u> EL SEGUNDO CA	
12/5/2011	210485	4,684.20		
			REFUND-UNEARNED REV DEPOSIT	4,684.20
Vendor Total		4,684.20		
FYTD for FIRST INDUSTRIAL LP		4,684.20		
FITNESS 19 CA 155 11C				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210658	224.00		
			GYM MEMBERSHIP DEDUCTIONS	224.00
Vendor Total		224.00		
FYTD for FITNESS 19 CA 155 11C		1,360.00		
FOSTER, NANCY A.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884069	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for FOSTER, NANCY A.		1,912.38		



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FRANCHISE TAX BOARD				
			Remit to: SACRAMENTO	CA
12/5/2011	210486	119.35		
			GARNISHMENT	94.35
			GARNISHMENT	25.00
12/19/2011	210659	178.12		
			GARNISHMENT	153.12
			GARNISHMENT	25.00
Vendor Total		297.47		
FYTD for FRANCHISE TAX BOARD		4,561.06		
FRANKLIN, L. C.				
			Remit to: PERRIS	CA
12/19/2011	210660	152.07		
			MILEAGE REIMBURSEMENT	152.07
Vendor Total		152.07		
FYTD for FRANKLIN, L. C.		965.86		
FRAZEE INDUSTRIES, INC				
			Remit to: MORENO VALLEY	CA
12/5/2011	210487	32.40		
			PAINT/SUPPLIES-GRAFFITI RMVL	32.40
12/12/2011	210574	1,822.75		
			PAINT/SUPPLIES-GRAFFITI RMVL	420.12
			PAINT/SUPPLIES-GRAFFITI RMVL	694.44
			PAINT/SUPPLIES-GRAFFITI RMVL	708.19
12/22/2011	210746	970.26		
			PAINT/SUPPLIES-GRAFFITI RMVL	970.26
Vendor Total		2,825.41		
FYTD for FRAZEE INDUSTRIES, INC		36,067.50		
FRED'S GLASS & MIRROR, INC.				
			Remit to: RIVERSIDE	CA
12/22/2011	210747	342.23		
			REPLACE DOOR GLASS-MARCH CNTR	342.23
Vendor Total		342.23		
FYTD for FRED'S GLASS & MIRROR, INC.		342.23		
FULBRIGHT & JAWORSKI, L.L.P.				
			Remit to: LOS ANGELES	CA
12/22/2011	210748	1,252.50		
			PROF SVCS-AUDIT-ZONE B	1,252.50
Vendor Total		1,252.50		
FYTD for FULBRIGHT & JAWORSKI, L.L.P.		1,252.50		



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GALLS INC., INLAND UNIFORM				
			<u>Remit to:</u> RIVERSIDE	CA
12/19/2011	210661	457.91		
			UNIFORMS-POLICE TRAFFIC	457.91
Vendor Total		457.91		
FYTD for GALLS INC., INLAND UNIFORM		5,001.41		
GASTON, RICHARD				
			<u>Remit to:</u> MORENO VALLEY	CA
12/5/2011	884070	174.30		
			RETIREE MED DEC '11	174.30
Vendor Total		174.30		
FYTD for GASTON, RICHARD		1,045.80		
GENERAL SECURITY SERVICES, INC.				
			<u>Remit to:</u> WILMINGTON	CA
12/12/2011	210575	1,534.00		
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	245.44
			SECURITY SVCS-LIBRARY	245.44
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
12/19/2011	210662	1,127.49		
			SECURITY SVCS-SENIOR CTR	184.08
			SECURITY SVCS-CRC	145.73
			SECURITY SVCS-TOWNGATE CTR	107.38
			SECURITY SVCS-CRC	76.70
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
12/22/2011	210749	3,002.81		
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-MVU	502.39
			SECURITY SVCS-MVU	368.16
			SECURITY SVCS-MVU	153.40
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-TOWNGATE CTR	168.74
			SECURITY SVCS-TOWNGATE CTR	145.73
			SECURITY SVCS-TOWNGATE CTR	191.75
Vendor Total		5,664.30		
FYTD for GENERAL SECURITY SERVICES, INC.		28,164.30		



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GHANTIWALA, PRAVIN				
			Remit to: WALNUT	CA
12/22/2011	210750	3,420.00		
			PROF. CONSULTING SERVICES	1,710.00
			PROF. CONSULTING SERVICES	1,710.00
12/22/2011	210826	3,420.00		
			ELECTRICAL ENGINEERING SVC-MVU	1,710.00
			ELECTRICAL ENGINEERING SVC-MVU	1,710.00
Vendor Total		6,840.00		
FYTD for GHANTIWALA, PRAVIN		6,840.00		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
			Remit to: LOS ANGELES	CA
12/19/2011	884184	2,017.25		
			LEGAL SVCS	2,017.25
Vendor Total		2,017.25		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		156,323.73		
GLOBAL SOFTWARE, INC				
			Remit to: RALEIGH	NC
12/12/2011	884150	2,440.00		
			SPREADSHEET SERVER	2,440.00
12/22/2011	884224	2,440.00		
			SPREADSHEET SERVER	2,440.00
Vendor Total		4,880.00		
FYTD for GLOBAL SOFTWARE, INC		4,880.00		
GOD'S HELPING HAND				
			Remit to: MENIFEE	CA
12/12/2011	884151	2,850.00		
			CDBG SVCS-FOOD BANK PRGRM	712.50
			CDBG SVCS-FOOD BANK PRGRM	712.50
			CDBG SVCS-FOOD BANK PRGRM	712.50
			CDBG SVCS-FOOD BANK PRGRM	712.50
Vendor Total		2,850.00		
FYTD for GOD'S HELPING HAND		6,600.00		
GONZALEZ, CLEMENTINA				
			Remit to: MORENO VALLEY	CA
12/22/2011	210751	1,175.00		
			FED RELOCATION ASSISTANCE PYMT	1,175.00
Vendor Total		1,175.00		
FYTD for GONZALEZ, CLEMENTINA		1,175.00		
GONZALEZ, SILVIA				
			Remit to: MORENO VALLEY	CA
12/19/2011	210663	34.80		
			MILEAGE REIMBURSEMENT	34.80
Vendor Total		34.80		
FYTD for GONZALEZ, SILVIA		34.80		



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GOODWIN, ROYCE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210488	75.00	INSTRUCTOR SVCS-CPR	75.00
Vendor Total		75.00		
FYTD for GOODWIN, ROYCE		75.00		
GORDON, CYNTHIA				
			<u>Remit to:</u> MURRIETA CA	
12/5/2011	210550	1,085.05	RETIREE MED JUL-OCT 11, PD DEC	1,085.05
Vendor Total		1,085.05		
FYTD for GORDON, CYNTHIA		1,085.05		
GORM INC.				
			<u>Remit to:</u> ONTARIO CA	
12/19/2011	210664	923.93	JANITORIAL SUPPLIES-CFD #1	237.56
			JANITORIAL SUPPLIES-PARKS	686.37
Vendor Total		923.93		
FYTD for GORM INC.		5,493.26		
GOZDECKI, DAN				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	884152	513.00	INSTRUCTOR SVCS-KUNG FU/YOUTH	351.00
			INSTRUCTOR SVCS-KUNG FU/ADULT	162.00
Vendor Total		513.00		
FYTD for GOZDECKI, DAN		3,537.00		
GREENE, MATTHEW				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210665	108.00	SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
12/22/2011	210752	108.00	SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
Vendor Total		216.00		
FYTD for GREENE, MATTHEW		648.00		
GREENSTONE MATERIALS				
			<u>Remit to:</u> PERRIS CA	
12/5/2011	210489	510.00	CONCRTE/ASPHALT RMVL-MAIN/OP'S	354.00
			CONCRTE/ASPHALT RMVL-MAIN/OP'S	156.00
Vendor Total		510.00		
FYTD for GREENSTONE MATERIALS		510.00		



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GRIFFIN, MARLENE C				
12/5/2011	884072	318.73	Remit to: GREEN VALLEY AZ RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for GRIFFIN, MARLENE C		1,912.38		
GROUP DELTA CONSULTANTS, INC				
12/5/2011	884073	175.00	Remit to: IRVINE CA DAY ST IMPRVMENTS PROJ SVCS	175.00
Vendor Total		175.00		
FYTD for GROUP DELTA CONSULTANTS, INC		175.00		
GUIDA SURVEYING, INC.				
12/5/2011	884074	7,115.00	Remit to: IRVINE CA DAY ST IMPRVMENTS PROJ SVCS	7,115.00
Vendor Total		7,115.00		
FYTD for GUIDA SURVEYING, INC.		26,707.00		
GUILLAN, REBECCA S.				
12/5/2011	884075	275.67	Remit to: ADVANCE NC RETIREE MED DEC '11, PD DEC	275.67
Vendor Total		275.67		
FYTD for GUILLAN, REBECCA S.		1,929.69		
GUILLEN, RUTH				
12/5/2011	884076	70.40	Remit to: MORENO VALLEY CA RETIREE MED NOV '11, PD DEC	70.40
Vendor Total		70.40		
FYTD for GUILLEN, RUTH		352.00		
GUTIERREZ, ROBERT				
12/5/2011	884077	318.73	Remit to: LA VERNE CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for GUTIERREZ, ROBERT		1,912.38		
GUZMAN'S CART SERVICE				
12/19/2011	884185	4,049.00	Remit to: RIVERSIDE CA SHOPPING CART RETRIVAL SVC	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		24,294.00		



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HAAS, MINA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/22/2011	210753	180.00		
			INSTRUCTOR SVCS-BODY SCULPTNG	108.00
			INSTRUCTOR SVCS-BODY SCULPTNG	72.00
	Vendor Total	180.00		
FYTD for HAAS, MINA		1,971.60		
HAMBURG, IRENE				
			<u>Remit to:</u> OTIS OR	
12/5/2011	884078	619.10		
			RETIREE MED AUG-SEP 11, PD DEC	619.10
	Vendor Total	619.10		
FYTD for HAMBURG, IRENE		1,894.02		
HAMLIN, WILLIAM R.				
			<u>Remit to:</u> BEAUMONT CA	
12/5/2011	884079	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for HAMLIN, WILLIAM R.		1,912.38		
HANES, MARTIN D.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884080	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for HANES, MARTIN D.		1,912.38		
HARDING, JOHN S.				
			<u>Remit to:</u> BANNING CA	
12/5/2011	210490	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for HARDING, JOHN S.		1,912.38		
HARDY & HARPER, INC.				
			<u>Remit to:</u> SANTA ANA CA	
12/5/2011	210491	8,546.27		
			RETENT RLS-LUKEWOOD PL IMPRV.	8,400.00
			RETENT RLS-LUKEWOOD PL IMPRV.	146.27
	Vendor Total	8,546.27		
FYTD for HARDY & HARPER, INC.		1,971,498.94		
HARRIS & ASSOCIATES				
			<u>Remit to:</u> SAN DIEGO CA	
12/22/2011	210754	560.70		
			PLAN CHECK REVIEW-LAND DVLPMT	560.70
	Vendor Total	560.70		
FYTD for HARRIS & ASSOCIATES		18,689.91		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARTMANN, RICK				
			<u>Remit to:</u> SAN DIMAS CA	
12/5/2011	210492	318.73	RETIREE MED DEC '11	318.73
12/22/2011	210755	15,025.00	CONSULTANT SVCS-INTERIM PW DIR	15,025.00
Vendor Total		15,343.73		
FYTD for HARTMANN, RICK		16,937.38		
HATFIELD, CHARLES				
			<u>Remit to:</u> LAS VEGAS NV	
12/5/2011	884081	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		2,231.11		
HDL COREN & CONE				
			<u>Remit to:</u> DIAMOND BAR CA	
12/22/2011	210756	4,387.50	CONTRACT SVCS-PROPERTY TAX	4,387.50
Vendor Total		4,387.50		
FYTD for HDL COREN & CONE		8,775.00		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES				
			<u>Remit to:</u> DIAMOND BAR CA	
12/12/2011	210576	1,073.49	SALES TAX CONSULTING SVCS	900.00
			SALES TAX AUDIT SVCS	173.49
Vendor Total		1,073.49		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES		4,334.41		
HEFFLEY, ROSS W.				
			<u>Remit to:</u> HEMET CA	
12/5/2011	884082	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		1,912.38		
HERNANDEZ, EVELIA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210577	9,797.20	SOLAR INCENTIVE REBATE	9,797.20
Vendor Total		9,797.20		
FYTD for HERNANDEZ, EVELIA		9,797.20		



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HERRICK, ROBERT D.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210493	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		1,912.38		
HIGHLAND FAIRVIEW PROPERTIES				
			<u>Remit to:</u> MORENO VALLEY CA	
12/22/2011	210757	1,347.44	REFUND-PLANNING FEES DEPOSIT	1,347.44
Vendor Total		1,347.44		
FYTD for HIGHLAND FAIRVIEW PROPERTIES		1,347.44		
HONDA YAMAHA OF REDLANDS				
			<u>Remit to:</u> REDLANDS CA	
12/19/2011	210666	4,212.62	MOTORCYCLE MAINT/REPAIR-POLICE	402.50
			MOTORCYCLE PRTS-POLICE	663.62
			MOTORCYCLE MAINT/REPAIR-POLICE	360.00
			MOTORCYCLE PRTS-POLICE	353.11
			MOTORCYCLE MAINT/REPAIR-POLICE	209.00
			MOTORCYCLE PRTS-POLICE	4.50
			MOTORCYCLE MAINT/REPAIR-POLICE	140.00
			MOTORCYCLE PRTS-POLICE	46.09
			MOTORCYCLE MAINT/REPAIR-POLICE	287.78
			MOTORCYCLE PRTS-POLICE	127.75
			MOTORCYCLE MAINT/REPAIR-POLICE	71.75
			MOTORCYCLE PRTS-POLICE	173.61
			MOTORCYCLE MAINT/REPAIR-POLICE	819.00
			MOTORCYCLE PRTS-POLICE	553.91
Vendor Total		4,212.62		
FYTD for HONDA YAMAHA OF REDLANDS		19,333.85		
HOPKINS, ERICA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210667	75.00	REFUND-RENTAL DEP-PICNIC SHLTR	75.00
Vendor Total		75.00		
FYTD for HOPKINS, ERICA		75.00		
HOUSER, EDITH E.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210494	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		1,912.38		



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IBARRA, VICTOR				
			<u>Remit to:</u> MORENO VALLEY CA	
12/22/2011	210758	470.00	FED RELOCATION ASSISTANCE PYMT	470.00
12/22/2011	210759	470.00	FED RELOCATION ASSISTANCE PYMT	470.00
Vendor Total		940.00		
FYTD for IBARRA, VICTOR		940.00		
ICMA RETIREMENT CORP 457				
			<u>Remit to:</u> BALTIMORE MD	
12/2/2011	2981	7,722.50	DEF COMP 457 12/2/11	7,722.50
12/16/2011	2989	7,722.50	DEF COMP 457 12/16/11	7,722.50
Vendor Total		15,445.00		
FYTD for ICMA RETIREMENT CORP 457		147,719.89		
IL SORRENTO MOBILE PARK				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210495	118.55	REFUND-UUT EXEMPTION	118.55
Vendor Total		118.55		
FYTD for IL SORRENTO MOBILE PARK		493.01		
INDUSTRIAL NETWORKING SOLUTIONS				
			<u>Remit to:</u> ADDISON TX	
12/5/2011	210496	1,058.64	MOXA 1-CHANNEL VIDEO ENCODER	967.50
			SHIPPING CHARGE	15.00
			CA SALES TAX	76.14
Vendor Total		1,058.64		
FYTD for INDUSTRIAL NETWORKING SOLUTIONS		1,058.64		
ING USA ANNUITY & LIFE INSURANCE CO.				
			<u>Remit to:</u> DES MOINES IA	
12/5/2011	210497	400.00	NON-EXEMPT ANNUITY	400.00
Vendor Total		400.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		2,625.00		
INLAND EMPIRE BROADCASTNG CORP				
			<u>Remit to:</u> REDLANDS CA	
12/5/2011	210498	3,000.00	REMOTE BROADCAST ON 11/19/11 COMMERCIALS (43 TOTAL SPOTS)	400.00
Vendor Total		3,000.00		
FYTD for INLAND EMPIRE BROADCASTNG CORP		7,575.00		



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INLAND EMPIRE PROPERTY SERVICE, INC				
12/19/2011	884186	2,293.00	<u>Remit to:</u> MORENO VALLEY CA WEED ABATEMENT SVCS-CITY PARKS	2,293.00
Vendor Total		2,293.00		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		57,341.13		
INLAND EMPIRE SMALL BUSINESS DEV.CENTER				
12/12/2011	210578	12,500.00	<u>Remit to:</u> SAN BERNARDINO CA SMALL BUSINESS COUNSELING SVCS	12,500.00
Vendor Total		12,500.00		
FYTD for INLAND EMPIRE SMALL BUSINESS DEV.CENTER		25,000.00		
INLAND LIBRARY SYSTEM				
12/22/2011	210760	1,952.00	<u>Remit to:</u> SAN BERNARDINO CA MEMBERSHIP DUES-2011/12	1,952.00
Vendor Total		1,952.00		
FYTD for INLAND LIBRARY SYSTEM		1,952.00		
INLAND PETROLEUM EQUIPMENT & REPAIR, INC				
12/19/2011	884187	140.00	<u>Remit to:</u> BLOOMINGTON CA TESTING & MAINT.	140.00
Vendor Total		140.00		
FYTD for INLAND PETROLEUM EQUIPMENT & REPAIR, INC		1,975.63		
INSIDE PLANTS, INC.				
12/19/2011	884188	320.00	<u>Remit to:</u> CORONA CA PLANT MAINTENANCE-CRC	320.00
Vendor Total		320.00		
FYTD for INSIDE PLANTS, INC.		1,920.00		
INSTITUTE OF TRANSPORTATION ENGINEERS				
12/22/2011	210761	2,120.00	<u>Remit to:</u> WASHINGTON DC 2012 AGENCY MEMBERSHIP 2012 AGENCY MEMBERSHIP	1,272.00 848.00
Vendor Total		2,120.00		
FYTD for INSTITUTE OF TRANSPORTATION ENGINEERS		2,120.00		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
12/5/2011	210499	985.78	<u>Remit to:</u> CERRITOS CA DATA TAPE OFFSITE STORAGE	985.78
Vendor Total		985.78		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		5,333.70		



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J D H CONTRACTING				
			<u>Remit to:</u> RIVERSIDE	CA
12/22/2011	884225	4,528.00		
			REMOVE CREMATORY DOORS/WALL	3,879.00
			CUT WORKROOM COUNTER-CRC	649.00
	Vendor Total	4,528.00		
FYTD for J D H CONTRACTING		35,825.00		
JACKPOT RECORDS				
			<u>Remit to:</u> HEMET	CA
12/13/2011	210625	159.68		
			REFUND-MORENO VALLEY UTILITY	159.68
	Vendor Total	159.68		
FYTD for JACKPOT RECORDS		159.68		
JAMAR TECHNOLOGIES, INC.				
			<u>Remit to:</u> HATFIELD	PA
12/22/2011	210762	2,016.00		
			J-8024-KPP TDC ULTRA WITH USB	1,995.00
			FREIGHT CHARGE	21.00
			CALIF SALES TAX	154.62
			SALES TAX ACCRUAL	-154.62
	Vendor Total	2,016.00		
FYTD for JAMAR TECHNOLOGIES, INC.		2,016.00		
JAMES L. AND BERTHA S. PATTERSON				
			<u>Remit to:</u> RIVERSIDE	CA
12/12/2011	210579	3,492.00		
			DRAINAGE EASEMENT AGREEMENT	3,492.00
	Vendor Total	3,492.00		
FYTD for JAMES L. AND BERTHA S. PATTERSON		3,492.00		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
12/12/2011	210580	75.00		
			COURIER SVC-CITY ATTORNEY	75.00
	Vendor Total	75.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		1,014.00		
JAUREGUI, ADRIAN				
			<u>Remit to:</u> MORENO VALLEY	CA
12/12/2011	210581	340.00		
			REFUND-SECURITY GUARD/NO SHOW	140.00
			REFUND-10/15/11 EVENT DEPOSIT	200.00
	Vendor Total	340.00		
FYTD for JAUREGUI, ADRIAN		340.00		



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JDEDGE SOFTWARE, LLC				
12/14/2011	884168	2,745.00	Remit to: KRUGERVILLE TX CONSULTANT SVCS-TECH SVCS	2,745.00
12/19/2011	884189	13,367.75	CONSULTANT SVCS-TECH SVCS DIV. CONSULTANT SVCS/TRAVEL REIMB.	945.00 12,422.75
Vendor Total		16,112.75		
FYTD for JDEDGE SOFTWARE, LLC		56,032.75		
JESSICA MORENO				
12/5/2011	210500	57.00	Remit to: MORENO VALLEY CA REFUND-BUS LIC OVERPAYMENT	57.00
Vendor Total		57.00		
FYTD for JESSICA MORENO		57.00		
JIMENEZ, ANGELICA				
12/5/2011	210501	86.00	Remit to: MORENO VALLEY CA REFUND-CITATION OVRPYMNT	86.00
Vendor Total		86.00		
FYTD for JIMENEZ, ANGELICA		86.00		
JMG SECURITY SYSTEMS INC.				
12/12/2011	210582	846.00	Remit to: FOUNTAIN VALLEY CA REFUND-FIRE PERMIT FEES REFUND-FIRE PERMIT FEES REFUND-FIRE PERMIT FEES	420.00 405.00 21.00
Vendor Total		846.00		
FYTD for JMG SECURITY SYSTEMS INC.		846.00		
JOHNSON, JOEL				
12/5/2011	210502	40.00	Remit to: MORENO VALLEY CA REFUND-RABIES DEPOSIT REFUND-RABIES DEPOSIT	20.00 20.00
Vendor Total		40.00		
FYTD for JOHNSON, JOEL		40.00		
JONES III, JOSEPH				
12/19/2011	210668	223.67	Remit to: FONTANA CA MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	120.99 102.68
Vendor Total		223.67		
FYTD for JONES III, JOSEPH		323.63		



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JONES, BRENDA				
12/22/2011	210763	1,175.00	<u>Remit to:</u> MORENO VALLEY CA FED RELOCATION ASSISTANCE PYMT	1,175.00
Vendor Total		1,175.00		
FYTD for JONES, BRENDA		1,175.00		
JONES, SUSAN				
12/5/2011	884083	318.73	<u>Remit to:</u> MORENO VALLEY CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		1,912.38		
JTB SUPPLY CO., INC.				
12/12/2011	884153	8,135.13	<u>Remit to:</u> ORANGE CA ELEC. CABINET-MORRISON PRK F.S CA SALES TAX	7,550.00 585.13
12/19/2011	884190	8,135.13	SERVICE CABINET BATTERY BACKUP CA SALES TAX	7,550.00 585.13
Vendor Total		16,270.26		
FYTD for JTB SUPPLY CO., INC.		99,489.04		
KANSAS AVENUE RESOURCE CENTER				
12/22/2011	210764	387.50	<u>Remit to:</u> RIVERSIDE CA REFUND-RENTAL DEP-CRC	387.50
Vendor Total		387.50		
FYTD for KANSAS AVENUE RESOURCE CENTER		387.50		
KING, PATRICIA A.				
12/5/2011	210503	267.88	<u>Remit to:</u> LAS VEGAS NV RETIREE MED DEC '11	267.88
Vendor Total		267.88		
FYTD for KING, PATRICIA A.		1,607.28		
KOLB, CHARLES E.				
12/5/2011	884084	318.73	<u>Remit to:</u> MORENO VALLEY CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		1,912.38		



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KOLLAR, KYLE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884085	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for KOLLAR, KYLE		1,912.38		
KUSTOM SIGNALS, INC.				
			<u>Remit to:</u> LENEXA KS	
12/19/2011	210669	208.00		
			CALIBRATE/REPAIR LASER GUN-PD	155.00
			LASER GUN PARTS/REPAIR-PD	54.55
			SALES TAX ACCRUAL	-1.55
Vendor Total		208.00		
FYTD for KUSTOM SIGNALS, INC.		1,334.22		
KYLE, GARY M.				
			<u>Remit to:</u> PRESCOTT VALLEY AZ	
12/5/2011	884086	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		1,912.38		
KYLES, GRACE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210670	44.35		
			REFUND-CANCELLED CONTRCT CLASS	32.00
			REFUND-CANCELLED CONTRCT CLASS	12.35
Vendor Total		44.35		
FYTD for KYLES, GRACE		44.35		
LA FOLLETTE, JOHNSON, DE HAAS, ET AL				
			<u>Remit to:</u> LOS ANGELES CA	
12/12/2011	210583	15,545.03		
			LEGAL SVCS	2,907.03
			LEGAL SVCS	6,506.00
			LEGAL SVCS	6,132.00
Vendor Total		15,545.03		
FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL		25,754.27		
LAFATA, JOSEPHINE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884087	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for LAFATA, JOSEPHINE		1,912.38		



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LANGENDORF, BENJAMIN				
			<u>Remit to:</u> PERRIS CA	
12/5/2011	884088	254.59		
			RETIREE MED OCT 11, PD DEC 11	254.59
	Vendor Total	254.59		
FYTD for LANGENDORF, BENJAMIN		1,239.76		
LATHAM & WATKINS, LLP				
			<u>Remit to:</u> LOS ANGELES CA	
12/19/2011	210671	362.50		
			LEGAL SVCS-MAYFLD HOA (TR32505)	362.50
	Vendor Total	362.50		
FYTD for LATHAM & WATKINS, LLP		2,755.73		
LAWN TECH EQUIPMENT				
			<u>Remit to:</u> RIVERSIDE CA	
12/5/2011	884089	435.75		
			EQUIPMENT PARTS-TREE MAINT	123.00
			EQUIPMENT PARTS-TREE MAINT	36.00
			EQUIPMENT REPAIRS	63.34
			EQUIPMENT PARTS-TREE MAINT	49.50
			EQUIPMENT REPAIRS	33.35
			EQUIPMENT PARTS-TREE MAINT	45.00
			EQUIPMENT REPAIRS	85.56
	Vendor Total	435.75		
FYTD for LAWN TECH EQUIPMENT		679.47		
LEE, LUCY				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210504	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for LEE, LUCY		20.00		
LEWIS BRISBOIS BISGAARD & SMITH LLP				
			<u>Remit to:</u> LOS ANGELES CA	
12/12/2011	884154	3,789.22		
			LEGAL SVCS	3,789.22
	Vendor Total	3,789.22		
FYTD for LEWIS BRISBOIS BISGAARD & SMITH LLP		7,415.24		
LEWIS, CAROLYN S.				
			<u>Remit to:</u> BEAUMONT CA	
12/5/2011	884090	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for LEWIS, CAROLYN S.		1,912.38		



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LEXISNEXIS				
			Remit to: LOS ANGELES	CA
12/22/2011	884226	1,480.00		
			LEGAL RESEARCH SVC	740.00
			ONLINE LEGAL-GOVT-TAX RESEARCH	370.00
			ONLINE LEGAL RESEARCH	370.00
	Vendor Total	1,480.00		
FYTD for LEXISNEXIS		8,880.00		
LICEA, JOSE				
			Remit to: MORENO VALLEY	CA
12/5/2011	210505	72.80		
			REFUND-BASKETBALL CLASS	72.80
	Vendor Total	72.80		
FYTD for LICEA, JOSE		72.80		
LIGHTS OUT DISPOSAL COMPANY				
			Remit to: EL CAJON	CA
12/5/2011	210506	309.35		
			E WASTE RMVL-LAMPS/LIGHTS	309.35
	Vendor Total	309.35		
FYTD for LIGHTS OUT DISPOSAL COMPANY		753.50		
LINDO, HERMINA G.				
			Remit to: TITUSVILLE	FL
12/5/2011	884091	264.50		
			RETIREE MED OCT 11, PD DEC 11	264.50
	Vendor Total	264.50		
FYTD for LINDO, HERMINA G.		1,698.18		
LOGAN, CHARLES				
			Remit to: LAS VEGAS	NV
12/5/2011	884092	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for LOGAN, CHARLES		1,912.38		
LONDON, CHARLES				
			Remit to: MORENO VALLEY	CA
12/12/2011	210584	50.00		
			REFUND-TRAP DEPOSIT	50.00
	Vendor Total	50.00		
FYTD for LONDON, CHARLES		100.00		
LONGDYKE, DENNIS				
			Remit to: BEAUMONT	CA
12/5/2011	210507	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for LONGDYKE, DENNIS		1,274.92		



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LOPEZ, JASMINE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210672	70.00	SPORTS OFFICIATING SVCS	70.00
12/22/2011	210765	70.00	SPORTS OFFICIATING SVCS	70.00
Vendor Total		140.00		
FYTD for LOPEZ, JASMINE		140.00		
LOPEZ, MIRELLA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/22/2011	210766	200.00	REFUND-RENTAL DEP-TWNGATE	200.00
Vendor Total		200.00		
FYTD for LOPEZ, MIRELLA		200.00		
LUIS RIOS AND EDUARDO GAMAS				
			<u>Remit to:</u> MORENO VALLEY CA	
12/22/2011	210767	440.62	FED RELOCATION ASSISTANCE PYMT	440.62
12/22/2011	210768	440.63	FED RELOCATION ASSISTANCE PYMT	440.63
Vendor Total		881.25		
FYTD for LUIS RIOS AND EDUARDO GAMAS		881.25		
LUMLEY, ROBERT C.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884093	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		1,912.38		
LUTHERAN SOCIAL SERVICES OF SO. CALI F.				
			<u>Remit to:</u> RIVERSIDE CA	
12/22/2011	884227	3,562.50	CDBG SVCS-SHELTER PRGRM	1,187.50
			CDBG SVCS-SHELTER PRGRM	1,187.50
			CDBG SVCS-SHELTER PRGRM	1,187.50
Vendor Total		3,562.50		
FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.		9,812.50		
MANYVANH, CINDY				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210585	37.00	REFUND-SHELTER FEE	37.00
Vendor Total		37.00		
FYTD for MANYVANH, CINDY		37.00		



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MARCH FIELD MUSEUM				
			Remit to: MARCH ARB	CA
12/12/2011	210586	75.00		
			HOLIDAY PARTY TICKETS-3 PERSNS	25.00
			HOLIDAY PARTY TICKETS-3 PERSNS	25.00
			HOLIDAY PARTY TICKETS-3 PERSNS	25.00
Vendor Total		75.00		
FYTD for MARCH FIELD MUSEUM		75.00		
MARINA LANDSCAPE, INC				
			Remit to: ANAHEIM	CA
12/5/2011	884094	3,757.99		
			LANDSCAPE MAINT-DSG-2S	3,757.99
12/22/2011	884228	14,991.82		
			LANDSCAPE MAINT-ZONE E-1	4,943.58
			LANDSCAPE MAINT-ZONE E-1A	789.76
			LANDSCAPE MAINT-DSG-2N	4,777.65
			LANDSCAPE MAINT-DSG-2S	4,480.83
Vendor Total		18,749.81		
FYTD for MARINA LANDSCAPE, INC		96,219.40		
MARY ERICKSON COMMUNITY HOUSING				
			Remit to: SAN CLEMENTE	CA
12/19/2011	210673	4,376.50		
			REHAB/ACQSTN-24420/10 MYERS AV	4,376.50
Vendor Total		4,376.50		
FYTD for MARY ERICKSON COMMUNITY HOUSING		4,376.50		
MATHIS, NOLAN				
			Remit to: JACKSON	KY
12/5/2011	884095	290.00		
			RETIREE MED OCT 11, PD DEC 11	290.00
Vendor Total		290.00		
FYTD for MATHIS, NOLAN		1,740.00		
MAXINOSKI, SUE A.				
			Remit to: AVINGER	TX
12/5/2011	884096	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		1,912.38		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MCCAIN TRAFFIC SUPPLY				
			Remit to: VISTA	CA
12/19/2011	210674	10,507.79		
			CONTR. CABINET-IRONWD/DAVIS ST	10,507.79
12/22/2011	210769	14,342.61		
			TRAFFIC SUPPLIES	2,728.62
			TRAFFIC SUPPLIES	11,613.99
Vendor Total		24,850.40		
FYTD for MCCAIN TRAFFIC SUPPLY		57,509.46		
MCCARVEL, PATRICK				
			Remit to: MORENO VALLEY	CA
12/19/2011	210675	54.00		
			SPORTS OFFICIATING SVCS	54.00
12/22/2011	210770	198.00		
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	36.00
Vendor Total		252.00		
FYTD for MCCARVEL, PATRICK		1,170.00		
MEEKS, DANIEL				
			Remit to: PERRIS	CA
12/19/2011	884191	180.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
12/22/2011	884229	120.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
Vendor Total		300.00		
FYTD for MEEKS, DANIEL		2,220.00		
MELAD & ASSOCIATES, INC				
			Remit to: HUNTINGTON BEACH	CA
12/19/2011	210676	2,971.32		
			PLAN CHECK SVCS-BLDG & SFTY	2,971.32
Vendor Total		2,971.32		
FYTD for MELAD & ASSOCIATES, INC		8,101.32		
MENGISTU, YESHIALEM				
			Remit to: MORENO VALLEY	CA
12/19/2011	210677	122.66		
			MILEAGE REIMBURSEMENT	122.66
Vendor Total		122.66		
FYTD for MENGISTU, YESHIALEM		723.97		



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MERCHANTS LANDSCAPE SERVICES INC				
12/19/2011	210678	5,367.97	Remit to: CORONA CA LANDSCAPE MAINT-ZONE E-8 LANDSCAPE MAINT-ZONE E-14 LANDSCAPE MAINT-ZONE E-15	1,225.87 3,045.56 1,096.54
Vendor Total		5,367.97		
FYTD for MERCHANTS LANDSCAPE SERVICES INC		26,839.85		
MESSIN, LOUIS				
12/5/2011	210551	318.73	Remit to: BULLHEAD CITY AZ RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		1,912.38		
MILES, ROBERT				
12/5/2011	884098	229.88	Remit to: MORENO VALLEY CA RETIREE MED DEC '11	229.88
Vendor Total		229.88		
FYTD for MILES, ROBERT		1,379.28		
MINARD, MARK E.				
12/5/2011	884099	318.73	Remit to: REDLANDS CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for MINARD, MARK E.		1,912.38		
MIRACLE RECREATION EQUIPMENT				
12/22/2011	884230	2,160.00	Remit to: CORONA CA CONCRETE FOOTING FOR PLAYGRND	2,160.00
Vendor Total		2,160.00		
FYTD for MIRACLE RECREATION EQUIPMENT		249,080.44		
MISSION PACIFIC LAND COMPANY				
12/22/2011	210771	427.22	Remit to: RIVERSIDE CA REFUND-PLANNING FEES DEPOSIT	427.22
Vendor Total		427.22		
FYTD for MISSION PACIFIC LAND COMPANY		427.22		
MITCHELL, VINCENT				
12/5/2011	210508	91.00	Remit to: RIVERSIDE CA REFUND-BASKETBALL FEE	91.00
Vendor Total		91.00		
FYTD for MITCHELL, VINCENT		91.00		



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MOLLICA, MIKE				
			<u>Remit to:</u> DUNNELON FL	
12/5/2011	884101	401.42	RETIREE MED DEC '11	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		2,408.52		
MORA, PATRICIA A.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884102	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		1,912.38		
MORENO H & S, LLC				
			<u>Remit to:</u> LA VERNE CA	
12/12/2011	210587	5,170.00	TEMP CONSTRUCTION EASEMENT PMT	5,170.00
Vendor Total		5,170.00		
FYTD for MORENO H & S, LLC		5,170.00		
MORENO VALLEY CHAMBER OF COMMERCE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210679	500.00	REFUND-RENTAL DEP-CRC	500.00
12/19/2011	210680	75.00	WAKE-UP MEETING-11/30/11	15.00
			WAKE-UP MEETING-11/30/11	15.00
			WAKE-UP MEETING-11/30/11	15.00
			WAKE-UP MEETING-11/30/11	15.00
			WAKE-UP MEETING-11/30/11	15.00
Vendor Total		575.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		12,845.00		
MORENO VALLEY CITY EMPLOYEES ASSOC.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/2/2011	2980	1,400.00	MVCEA DUES 12/2/11	1,400.00
12/16/2011	2988	1,404.00	MVCEA DUES 12/16/11	1,404.00
12/30/2011	2996	1,398.50	MVCEA DUES 12/30/11	1,398.50
Vendor Total		4,202.50		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		19,953.50		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY				
12/19/2011	210681	77.41	<u>Remit to:</u> HEMET CA ELECTRICITY-UTILITY FLD OFFICE	77.41
Vendor Total		77.41		
FYTD for MORENO VALLEY UTILITY		438,481.65		
MORGAN, LISA A.				
12/5/2011	884103	318.73	<u>Remit to:</u> MENTONE CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		1,912.38		
MORRISSEY, KEVIN				
12/12/2011	210588	38.50	<u>Remit to:</u> MORENO VALLEY CA REIMB-WATER FOR ARTOBER FEST11	38.50
Vendor Total		38.50		
FYTD for MORRISSEY, KEVIN		38.50		
MOSS BROS CHRYSLER, JEEP, DODGE MV				
12/22/2011	210773	642.78	<u>Remit to:</u> MORENO VALLEY CA UNDERCARRIAGE DAMAGE REPAIR UNDERCARRIAGE DAMAGE REPAIR	175.00 467.78
Vendor Total		642.78		
FYTD for MOSS BROS CHRYSLER, JEEP, DODGE MV		5,336.44		
MR. CLEAN, INC.				
12/5/2011	210509	428.00	<u>Remit to:</u> COLTON CA PRESSURE WASH SVCS-CRC	428.00
Vendor Total		428.00		
FYTD for MR. CLEAN, INC.		856.00		
MS GOVERN				
12/5/2011	210510	94.86	<u>Remit to:</u> OTTAWA ON CAFR UNLIMITED-SUPPORT	94.86
Vendor Total		94.86		
FYTD for MS GOVERN		1,318.86		



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MSA INLAND EMPIRE/DESERT CHAPTER				
			<u>Remit to:</u> GUASTI CA	
12/19/2011	210682	150.00		
			MEMBERSHIP DUES FOR 2012	60.00
			MEMBERSHIP DUES FOR 2012	45.00
			MEMBERSHIP DUES FOR 2012	45.00
Vendor Total		150.00		
FYTD for MSA INLAND EMPIRE/DESERT CHAPTER		150.00		
MUNOZ, ALEXIZ				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210589	96.00		
			REFUND-CANCELLED CONTRCT CLASS	96.00
Vendor Total		96.00		
FYTD for MUNOZ, ALEXIZ		96.00		
NATIONWIDE RETIREMENT SOLUTIONS				
			<u>Remit to:</u> COLUMBUS OH	
12/2/2011	2978	1,655.47		
			PST DEF COMP FOR FICA 12/2/11	1,655.47
12/2/2011	2979	24,470.10		
			DEF COMP 457 & 401(A) 12/2/11	24,470.10
12/16/2011	2986	1,918.84		
			PST DEF COMP FOR FICA 12/16/11	1,918.84
12/16/2011	2987	24,389.09		
			DEF COMP 457 & 401(A) 12/16/11	24,389.09
12/30/2011	2994	1,783.54		
			PST DEF COMP FOR FICA 12/30/11	1,783.54
12/30/2011	2995	1,269.50		
			DEF COMP 457 & 401(A) 12/30/11	1,269.50
Vendor Total		55,486.54		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		393,949.72		
NAVARRETTE, RALPH				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
12/5/2011	884104	229.88		
			RETIREE MED DEC '11	229.88
Vendor Total		229.88		
FYTD for NAVARRETTE, RALPH		1,556.98		
NEIGHBORHOOD PARTNERSHIP HOUSING SVCS				
			<u>Remit to:</u> ONTARIO CA	
12/19/2011	210683	9,590.00		
			CONSULTING SVCS JUN/JUL-NSP	5,760.00
			CONSULTING SVCS AUG/SEPT-NSP	3,830.00
Vendor Total		9,590.00		
FYTD for NEIGHBORHOOD PARTNERSHIP HOUSING SVCS		14,890.00		



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NELSON PAVING				
12/22/2011	210774	3,765.00	Remit to: PERRIS PAVING REPAIR-MORRISON PRK	CA 3,765.00
Vendor Total		3,765.00		
FYTD for NELSON PAVING		4,636.00		
NELSON, ROBERT				
12/5/2011	884105	325.66	Remit to: ONTARIO RETIREE MED DEC '11	CA 325.66
Vendor Total		325.66		
FYTD for NELSON, ROBERT		1,953.96		
NELSON, RUTH L.				
12/5/2011	884106	318.73	Remit to: PERRIS RETIREE MED DEC '11	CA 318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		1,912.38		
NEUSTAEDTER, CRAIG S				
12/5/2011	210511	318.73	Remit to: IRVINE RETIREE MED DEC '11	CA 318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		1,912.38		
NEW HORIZON MOBILE HOME PARK				
12/19/2011	884194	8.40	Remit to: LOS ANGELES REFUND-UTILITY USER'S TAX	CA 8.40
Vendor Total		8.40		
FYTD for NEW HORIZON MOBILE HOME PARK		58.33		
NIEBURGER, JUDITH A.				
12/5/2011	210512	401.42	Remit to: MORENO VALLEY RETIREE MED DEC '11	CA 401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		2,408.52		
NINYO & MOORE GEOTECHNICAL				
12/12/2011	210590	4,148.50	Remit to: SAN DIEGO 2011 PAVEMENT RESURF. PROJ	CA 4,148.50
Vendor Total		4,148.50		
FYTD for NINYO & MOORE GEOTECHNICAL		48,099.50		



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OAKRIDGE DATA MINING				
12/12/2011	884155	750.00	Remit to: MORENO VALLEY CA CONSULTANT SVCS-TECH SVCS	750.00
Vendor Total		750.00		
FYTD for OAKRIDGE DATA MINING		7,810.00		
OLIVERA, RACHEL				
12/19/2011	210684	52.00	Remit to: MORENO VALLEY CA REFUND-CANCELLED CONTRCT CLASS	52.00
Vendor Total		52.00		
FYTD for OLIVERA, RACHEL		52.00		
OLOSKY, SUSAN M				
12/22/2011	210775	1,175.00	Remit to: MORENO VALLEY CA FED RELOCATION ASSISTANCE PYMT	1,175.00
Vendor Total		1,175.00		
FYTD for OLOSKY, SUSAN M		1,175.00		
ONIANWA, ANGIE				
12/22/2011	210776	500.00	Remit to: SHALIMAR FL REFUND-RENTAL DEP-CRC	500.00
Vendor Total		500.00		
FYTD for ONIANWA, ANGIE		500.00		
OPERATION SAFEHOUSE, INC.				
12/5/2011	210514	1,214.03	Remit to: RIVERSIDE CA CDBG SVCS-SHELTER PRGM	1,214.03
Vendor Total		1,214.03		
FYTD for OPERATION SAFEHOUSE, INC.		2,914.82		
ORROCK, POPKA, FORTINO & BRISLIN				
12/5/2011	884108	763.95	Remit to: RIVERSIDE CA LEGAL SVCS-HR	438.50
			LEGAL SVCS-HR	325.45
12/22/2011	884231	1,749.60	LEGAL SVCS-HR	1,555.90
			LEGAL SVCS-HR	193.70
Vendor Total		2,513.55		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		9,474.20		



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OVERLAND PACIFIC & CUTLER, INC.				
			<u>Remit to:</u> LONG BEACH CA	
12/12/2011	884156	4,900.00		
			APPRAISAL SVCS-INDUSTR FIRE ST	4,900.00
Vendor Total		4,900.00		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		59,433.75		
PACIFIC CASCADE CORP				
			<u>Remit to:</u> VANCOUVER WA	
12/22/2011	210777	202.39		
			PURCHASE OF SUPPLIES	202.39
			PURCHASE OF SUPPLIES	14.42
			PURCHASE OF SUPPLIES	-14.42
Vendor Total		202.39		
FYTD for PACIFIC CASCADE CORP		202.39		
PACIFIC GREEN HORTICULTURAL SVC				
			<u>Remit to:</u> UPLAND CA	
12/12/2011	884157	101.91		
			TURF FERTILIZATION-ZONE E	84.46
			TURF FERTILIZATION-ZONE E	17.45
Vendor Total		101.91		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		4,655.16		
PACIFIC TELEMANAGEMENT SERVICES				
			<u>Remit to:</u> SAN RAMON CA	
12/12/2011	884158	375.84		
			PAYPHONE SVCS-PSB	62.64
			PAYPHONE SVCS-TECH SVCS	313.20
Vendor Total		375.84		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		2,255.04		
PATH OF LIFE MINISTRIES				
			<u>Remit to:</u> RIVERSIDE CA	
12/12/2011	210591	14,250.00		
			CDBG SVCS-SHELTER PRGM	14,250.00
Vendor Total		14,250.00		
FYTD for PATH OF LIFE MINISTRIES		14,250.00		
PATTERSON, ALFREY				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210515	229.88		
			RETIREE MED DEC '11	229.88
Vendor Total		229.88		
FYTD for PATTERSON, ALFREY		1,379.28		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PEDLEY SQUARE VETERINARY CLINIC				
			<u>Remit to:</u> RIVERSIDE CA	
12/12/2011	884159	4,958.00	VETERINARY SVCS-ANML SHLTR	4,958.00
Vendor Total		4,958.00		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		28,119.00		
PERCEPTIVE ENTERPRISES, INC.				
			<u>Remit to:</u> LOS ANGELES CA	
12/5/2011	884110	3,811.88	PROF ON CALL DBE SVCS-PW	2,720.75
			PROF ON CALL DBE SVCS-PW	1,091.13
12/22/2011	884232	2,550.75	PROF ON CALL DBE SVCS-PW	2,550.75
Vendor Total		6,362.63		
FYTD for PERCEPTIVE ENTERPRISES, INC.		11,601.88		
PERRY, NORMA				
			<u>Remit to:</u> PIONEER CA	
12/5/2011	210516	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		1,912.38		
PERS LONG TERM CARE PROGRAM				
			<u>Remit to:</u> PASADENA CA	
12/5/2011	210517	458.63	LONG TERM CARE INSURANCE	458.63
12/19/2011	210685	458.63	LONG TERM CARE INSURANCE	458.63
Vendor Total		917.26		
FYTD for PERS LONG TERM CARE PROGRAM		5,962.19		



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PETTY CASH - FINANCE			<u>Remit to:</u> MORENO VALLEY	CA
12/5/2011	210518	2,034.58		
			PETTY CASH FUND REPLENISHMENT	21.30
			PETTY CASH FUND REPLENISHMENT	16.56
			PETTY CASH FUND REPLENISHMENT	22.65
			PETTY CASH FUND REPLENISHMENT	57.45
			PETTY CASH FUND REPLENISHMENT	73.42
			PETTY CASH FUND REPLENISHMENT	42.49
			PETTY CASH FUND REPLENISHMENT	42.40
			PETTY CASH FUND REPLENISHMENT	43.40
			PETTY CASH FUND REPLENISHMENT	24.22
			PETTY CASH FUND REPLENISHMENT	3.95
			PETTY CASH FUND REPLENISHMENT	48.64
			PETTY CASH FUND REPLENISHMENT	17.99
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	31.64
			PETTY CASH FUND REPLENISHMENT	84.00
			PETTY CASH FUND REPLENISHMENT	74.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	22.58
			PETTY CASH FUND REPLENISHMENT	1.50
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	16.50
			PETTY CASH FUND REPLENISHMENT	4.50
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	4.50
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	1.50
			PETTY CASH FUND REPLENISHMENT	11.00
			PETTY CASH FUND REPLENISHMENT	4.50
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	99.02
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	25.00



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	23.50
			PETTY CASH FUND REPLENISHMENT	12.93
			PETTY CASH FUND REPLENISHMENT	90.00
			PETTY CASH FUND REPLENISHMENT	36.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	80.59
			PETTY CASH FUND REPLENISHMENT	23.50
			PETTY CASH FUND REPLENISHMENT	50.00
			PETTY CASH FUND REPLENISHMENT	76.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	26.93
			PETTY CASH FUND REPLENISHMENT	5.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	54.39
			PETTY CASH FUND REPLENISHMENT	18.43
			PETTY CASH FUND REPLENISHMENT	26.93
			PETTY CASH FUND REPLENISHMENT	87.69
			PETTY CASH FUND REPLENISHMENT	61.61
			PETTY CASH FUND REPLENISHMENT	22.76
			PETTY CASH FUND REPLENISHMENT	79.37
			PETTY CASH FUND REPLENISHMENT	70.49
			PETTY CASH FUND REPLENISHMENT	6.42
			PETTY CASH FUND REPLENISHMENT	2.42
			PETTY CASH FUND REPLENISHMENT	18.30
			PETTY CASH FUND REPLENISHMENT	5.98
			PETTY CASH FUND REPLENISHMENT	7.63
			PETTY CASH FUND REPLENISHMENT	64.00

Vendor Total **2,034.58**

FYTD for PETTY CASH - FINANCE	4,101.81
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PITASSI ARCHITECTS, INC			<u>Remit to:</u> RANCHO CUCAMONGA CA
12/22/2011	884233	573.47	
			CORPORATE YARD FACILITY PROJ 573.47

Vendor Total **573.47**

FYTD for PITASSI ARCHITECTS, INC	13,360.02
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POIEMA LANDSCAPE, INC.			<u>Remit to:</u> COLTON CA
12/19/2011	884195	3,296.01	
			LANDSCAPE MAINT- ZONE S 1,165.01
			LANDSCAPE MAINT-ZONE E-12 2,131.00

Vendor Total **3,296.01**

FYTD for POIEMA LANDSCAPE, INC.	22,454.20
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
POLEE-WICKER, JACQUELINE ANN				
			<u>Remit to:</u> RIVERSIDE CA	
12/5/2011	210519	62.50		
			REFUND-PARKING CIT DISMISSD	62.50
Vendor Total		62.50		
FYTD for POLEE-WICKER, JACQUELINE ANN		62.50		
PONTIER, GABRIELA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210520	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for PONTIER, GABRIELA		20.00		
PRAK, NARY				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210592	60.00		
			REFUND-BASKETBALL CLASS	60.00
Vendor Total		60.00		
FYTD for PRAK, NARY		120.00		
PRECINCT REPORTER				
			<u>Remit to:</u> SAN BERNARDINO CA	
12/5/2011	210521	448.36		
			NOTICE INVTNG BIDS-PR#12566825	46.75
			NOTICE INVITING PROPOSALS	99.87
			NOTICE INVITING PROPOSALS	104.12
			NOTICE INVITING PROPOSALS	104.12
			NOTICE INVITING PROPOSALS	46.75
			NOTICE INVITING PROPOSALS	46.75
Vendor Total		448.36		
FYTD for PRECINCT REPORTER		448.36		
PRICE, GEORGE E.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884111	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		1,912.38		
PROFESSIONAL COMMUNICATIONS NETWORK PCN				
			<u>Remit to:</u> RIVERSIDE CA	
12/12/2011	210593	484.05		
			LIVE ANSWERING SERVICE	484.05
Vendor Total		484.05		
FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN		1,933.50		



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PULLIAM, TRENT D.				
12/5/2011	884112	318.73	Remit to: MISSION VIEJO CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		1,912.38		
PURKHISER, GARY				
12/12/2011	210594	20.00	Remit to: SAN JACINTO CA REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for PURKHISER, GARY		20.00		
PVP COMMUNICATIONS, INC.				
12/19/2011	210686	867.83	Remit to: TORRANCE CA MOTOR HELMETS-PD	867.83
Vendor Total		867.83		
FYTD for PVP COMMUNICATIONS, INC.		867.83		
QUEST PRINTING				
12/12/2011	210595	1,342.57	Remit to: LOS ALAMITOS CA BUSINESS LICENSE PAPER CALIF SALES TAX	1,246.00 96.57
Vendor Total		1,342.57		
FYTD for QUEST PRINTING		1,342.57		
R & S OVERHEAD DOORS, INC.				
12/19/2011	884196	1,250.00	Remit to: FONTANA CA DOOR SAFETY EDGES REPLACED	1,250.00
Vendor Total		1,250.00		
FYTD for R & S OVERHEAD DOORS, INC.		9,179.11		
RAGA, LEAH				
12/22/2011	210779	200.00	Remit to: MORENO VALLEY CA REFUND-12/3/11 RENTAL DEPOSIT	200.00
Vendor Total		200.00		
FYTD for RAGA, LEAH		200.00		
RAMEY, PETER				
12/5/2011	210522	1,274.92	Remit to: MORENO VALLEY CA RETIREE MED AUG-NOV 11, PD DEC	1,274.92
Vendor Total		1,274.92		
FYTD for RAMEY, PETER		4,462.22		



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RAMIREZ, VIOLETA				
			<u>Remit to:</u> RIVERSIDE	CA
12/19/2011	210687	118.40		
			REFUND-80% PERMIT FEE	118.40
Vendor Total		118.40		
FYTD for RAMIREZ, VIOLETA		118.40		
RAMOS, ROBERTO				
			<u>Remit to:</u> MORENO VALLEY	CA
12/12/2011	210596	315.00		
			INSTRUCTOR SVCS-KINDER KARATE	84.00
			INSTRUCTOR SVCS-KINDER KARATE	21.00
			INSTRUCTOR SVCS-SING & THEATER	21.00
			INSTRUCTOR SVCS-TAE KWON DO	189.00
12/22/2011	210780	123.00		
			INSTRUCTOR SVCS-KINDER KARATE	42.00
			INSTRUCTOR SVCS-TAE KWON DO	81.00
Vendor Total		438.00		
FYTD for RAMOS, ROBERTO		2,352.00		
RANCHO READY MIX PRODUCTS				
			<u>Remit to:</u> LAKE ELSINORE	CA
12/12/2011	210597	1,745.55		
			CEMENT PURCHASE	1,745.55
Vendor Total		1,745.55		
FYTD for RANCHO READY MIX PRODUCTS		1,745.55		
RAY-RAMIREZ, DARCY L.				
			<u>Remit to:</u> RIVERSIDE	CA
12/5/2011	210523	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for RAY-RAMIREZ, DARCY L.		1,912.38		
REYES, ANGELICA				
			<u>Remit to:</u> MORENO VALLEY	CA
12/19/2011	210688	200.00		
			REFUND-11/19/11 RENTAL DEPOSIT	200.00
Vendor Total		200.00		
FYTD for REYES, ANGELICA		200.00		
REYNOSO, LUPE				
			<u>Remit to:</u> MORENO VALLEY	CA
12/19/2011	210689	200.00		
			REFUND-11/26/11 RENTAL DEPOSIT	200.00
Vendor Total		200.00		
FYTD for REYNOSO, LUPE		200.00		



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RIGHTWAY SITE SERVICES, INC.				
			<u>Remit to:</u> LAKE ELSINORE CA	
12/5/2011	210524	89.55	PORTABLE TOILET/SVC-CITY YARD	89.55
12/19/2011	210690	172.15	PORTABLE RESTROOM-UTIL FLD OFC	172.15
12/22/2011	210781	381.16	PORTABLE RESTROOM-GOLF COURSE	72.28
			PORTABLE RESTROOMS-EQUEST. CTR	308.88
Vendor Total		642.86		
FYTD for RIGHTWAY SITE SERVICES, INC.		4,207.14		
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210599	750.01	REFUND-CRC RNTL DEP	0.01
			REFUND-CRC RNTL DEP	750.00
Vendor Total		750.01		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		1,750.01		
RIVERSIDE COUNTY ASSESSOR				
			<u>Remit to:</u> RIVERSIDE CA	
12/19/2011	210691	9.00	PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
Vendor Total		9.00		
FYTD for RIVERSIDE COUNTY ASSESSOR		72.00		
RIVERSIDE COUNTY CLERK/RECORDER				
			<u>Remit to:</u> RIVERSIDE CA	
12/22/2011	210782	44.00	NOTARY PUBLIC FILING FEES	44.00
Vendor Total		44.00		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		44.00		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				
			<u>Remit to:</u> RIVERSIDE CA	
12/22/2011	210783	150.00	RABIES TESTS-ANML SVCS	150.00
Vendor Total		150.00		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		300.00		



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RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
			<u>Remit to:</u> RIVERSIDE	CA
12/5/2011	210525	30.01	VPN CONNECTION SVCS-TECH SVCS	30.01
12/22/2011	210784	1,519.19	RADIO SVCS FOR PD MOTORCYCLES	1,300.65
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
Vendor Total		1,549.20		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		10,197.17		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
			<u>Remit to:</u> RIVERSIDE	CA
12/19/2011	210692	137.00	REG.-RADAR OPERATOR TRNG	98.00
			REG.-RADAR LASER OPER TRNG	39.00
Vendor Total		137.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		4,525.00		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
			<u>Remit to:</u> RIVERSIDE	CA
12/5/2011	210526	802.22	GARNISHMENT	284.26
			GARNISHMENT	517.96
12/19/2011	210693	647.41	GARNISHMENT	115.10
			GARNISHMENT	13.78
			GARNISHMENT	518.53
Vendor Total		1,449.63		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		10,779.53		
RIVERSIDE COUNTY SHERIFF MV				
			<u>Remit to:</u> MORENO VALLEY	CA
12/5/2011	210527	15,076.72	CONTRACT SVCS-DUI SAT. 9/17/11	15,076.72
12/19/2011	210694	6,322.35	PD EXTRADUTY-RANCHO VRDE GRAD	6,197.40
			PD EXTRADUTY-RANCHO VRDE GRAD	124.95
12/22/2011	210785	13,531.27	SPEC BILLING-LAW ENF. OVRTIME	12,911.62
			SPEC BILLING-LAW ENF. OVRTIME	619.65
Vendor Total		34,930.34		
FYTD for RIVERSIDE COUNTY SHERIFF MV		145,497.50		



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RIVERSIDE COUNTY SHERIFF'S DEPT.				
			<u>Remit to:</u> RIVERSIDE CA	
12/19/2011	210695	13,231.63	10/11 BOOKINGS SHORTFALL SHARE	13,231.63
Vendor Total		13,231.63		
FYTD for RIVERSIDE COUNTY SHERIFF'S DEPT.		260,783.63		
RIVERSIDE RUBBER STAMP & ENGRAVING				
			<u>Remit to:</u> RIVERSIDE CA	
12/19/2011	884197	20.50	GREEN STAMP	13.46
			FREIGHT	6.00
			CA SALES TAX	1.04
Vendor Total		20.50		
FYTD for RIVERSIDE RUBBER STAMP & ENGRAVING		99.37		
RMA GROUP				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
12/22/2011	210786	13,127.98	SR-60/NASON ST INTRCHNG PROJ	11,622.20
			SR-60/NASON ST INTRCHNG PROJ	1,505.78
Vendor Total		13,127.98		
FYTD for RMA GROUP		64,550.95		
ROBINSON, TAQUISHA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/22/2011	210787	25.00	REFUND-COURT FILING FEE	25.00
Vendor Total		25.00		
FYTD for ROBINSON, TAQUISHA		25.00		
ROCHA, SARA L.				
			<u>Remit to:</u> QUEEN CREEK AZ	
12/5/2011	884113	795.21	RETIREE MED OCT-DEC '11, DEC11	795.21
Vendor Total		795.21		
FYTD for ROCHA, SARA L.		2,447.61		
ROGERS, EUGENE				
			<u>Remit to:</u> PEBBLE BEACH CA	
12/5/2011	884114	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		1,912.38		



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ROSS, DAVID T.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884115	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		1,912.38		
ROSSON, LOUIS A.				
			<u>Remit to:</u> PERRIS CA	
12/5/2011	884116	270.80	RETIREE MED DEC '11	174.30
			RETIREE MED DEC '11	96.50
Vendor Total		270.80		
FYTD for ROSSON, LOUIS A.		1,624.80		
RUSSO, JOHN				
			<u>Remit to:</u> RANCHO MIRAGE CA	
12/5/2011	884117	229.88	RETIREE MED DEC '11	229.88
Vendor Total		229.88		
FYTD for RUSSO, JOHN		1,379.28		
RYMAX ELECTRIC, INC.				
			<u>Remit to:</u> UPLAND CA	
12/19/2011	210696	625.00	LIGHTING MAINT-ZONE E-1	125.00
			LIGHTING MAINT-ZONE E-2	125.00
			LIGHTING MAINT-ZONE E-3	125.00
			LIGHTING MAINT-ZONE E-7	125.00
			LIGHTING MAINT-ZONE M	125.00
12/22/2011	210788	1,146.32	LIGHTING REPAIRS-ZONE E-1	275.70
			LIGHTING REPAIRS-ZONE E-3	726.00
			LIGHTING REPAIRS-ZONE E-7	109.62
			LIGHTING REPAIRS-ZONE M	35.00
Vendor Total		1,771.32		
FYTD for RYMAX ELECTRIC, INC.		6,602.73		
SA ASSOCIATES				
			<u>Remit to:</u> ARCADIA CA	
12/19/2011	884198	9,712.50	PROF CONSULTANT STAFFING SVCS	9,712.50
Vendor Total		9,712.50		
FYTD for SA ASSOCIATES		42,637.50		
SABINE & MORRISON				
			<u>Remit to:</u> SAN DIEGO CA	
12/22/2011	210789	1,300.00	LEGAL SERVICES	1,300.00
Vendor Total		1,300.00		
FYTD for SABINE & MORRISON		1,300.00		



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SAFETY KLEEN CORP.				
			<u>Remit to:</u> HIGHLAND	CA
12/12/2011	210600	360.64		
			PARTS WASHING TANK SVC/MAINT.	360.64
Vendor Total		360.64		
FYTD for SAFETY KLEEN CORP.		650.46		
SAFEWAY SIGN CO.				
			<u>Remit to:</u> ADELANTO	CA
12/19/2011	884199	19,205.57		
			TRAFFIC SIGNS/HARDWARE	5,457.75
			TRAFFIC SIGNS/HARDWARE	5,452.15
			TRAFFIC SIGNS/HARDWARE	8,295.67
Vendor Total		19,205.57		
FYTD for SAFEWAY SIGN CO.		25,862.50		
SAGRERO, EVELYN				
			<u>Remit to:</u> CHINO	CA
12/5/2011	210528	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SAGRERO, EVELYN		20.00		
SALVATION ARMY				
			<u>Remit to:</u> MORENO VALLEY	CA
12/19/2011	210697	330.00		
			REFUND-11/24/11 RENTAL DEPOSIT	330.00
Vendor Total		330.00		
FYTD for SALVATION ARMY		5,200.00		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
			<u>Remit to:</u> SAN BERNARDINO	CA
12/12/2011	884160	487.49		
			FIRE EXTINGUISHERS FOR PSB	187.49
			TEST/RECERT FIRE SYS-COMPUT RM	150.00
			TEST/RECERT FIRE SYS-MVTV-3 RM	150.00
Vendor Total		487.49		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		1,036.54		
SAN BERNARDINO AMERICAN, THE				
			<u>Remit to:</u> VICTORVILLE	CA
12/5/2011	884118	2,477.58		
			LEGAL ADVERTISING SVCS	2,477.58
Vendor Total		2,477.58		
FYTD for SAN BERNARDINO AMERICAN, THE		2,477.58		



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SANDOVAL, CHRISTOPHER ADAM				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210601	37.00	REFUND-PICNIC SHELTER CANC.	37.00
Vendor Total		37.00		
FYTD for SANDOVAL, CHRISTOPHER ADAM		37.00		
SANDOVAL, INGRID				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210698	300.00	REFUND-12/3/11 RENTAL DEPOSIT	300.00
Vendor Total		300.00		
FYTD for SANDOVAL, INGRID		300.00		
SCHIEFELBEIN, LORI C.				
			<u>Remit to:</u> BULLHEAD CITY AZ	
12/5/2011	210529	318.73	RETIREE MED NOV 11, PD DEC 11	318.73
12/19/2011	210699	1,966.25	CONSULTANT SVCS-ROT. TOW PRGM	1,966.25
Vendor Total		2,284.98		
FYTD for SCHIEFELBEIN, LORI C.		5,314.94		
SECURITY LOCK & KEY				
			<u>Remit to:</u> YUCAIPA CA	
12/22/2011	884234	19.18	DUPLICATE KEYS-UTIL. FIELD OFC	19.18
Vendor Total		19.18		
FYTD for SECURITY LOCK & KEY		4,653.49		
SHARRETT, SHARON K.				
			<u>Remit to:</u> ONTARIO CA	
12/5/2011	210530	174.30	RETIREE MED DEC '11	174.30
Vendor Total		174.30		
FYTD for SHARRETT, SHARON K.		1,045.80		
SHEFFIELD FORECLOSURE RENOVATION				
			<u>Remit to:</u> RIVERSIDE CA	
12/19/2011	210700	23,351.60	PROPERTY REHAB-14958 CURRY	23,351.60
12/22/2011	210790	20,446.72	PROPERTY REHAB-10008 SYCAMORE	20,446.72
Vendor Total		43,798.32		
FYTD for SHEFFIELD FORECLOSURE RENOVATION		69,281.40		



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SHELDON, STUART H.				
12/5/2011	210531	318.73	Remit to: MURRIETA CA RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		1,912.38		
SHELL OIL CO.				
12/22/2011	210791	35.88	Remit to: COLUMBUS OH FUEL PURCHASES-PD MTRCYCLES	35.88
12/22/2011	210792	224.92	FUEL PURCHASES-PD SET	224.92
12/22/2011	210793	1,961.99	FUEL PURCHASES-PD MTRCYCLES	1,961.99
12/22/2011	210794	39.15	FUEL PURCHASE-MAINT & OPS	39.15
Vendor Total		2,261.94		
FYTD for SHELL OIL CO.		11,520.36		
SHPIGLER GROUP, THE				
12/19/2011	210701	5,000.00	Remit to: MONTEBELLO NY SMART GRID OPER CONSULTING-MVU	5,000.00
Vendor Total		5,000.00		
FYTD for SHPIGLER GROUP, THE		17,352.30		
SIERRA PACIFIC ELECTRICAL CONTRACTING				
12/19/2011	210702	608.19	Remit to: RIVERSIDE CA TRAFFIC LOOP REPAIR SVCS	608.19
Vendor Total		608.19		
FYTD for SIERRA PACIFIC ELECTRICAL CONTRACTING		608.19		
SKY PUBLISHING				
12/12/2011	210603	2,325.00	Remit to: MORENO VALLEY CA 1/2 PG ADVERTISEMENT-OIL RECYC FULL PG ADVERTISEMNT-XMAS TREE	840.00 1,485.00
Vendor Total		2,325.00		
FYTD for SKY PUBLISHING		34,209.00		
SKY TRAILS MOBILE VILLAGE				
12/19/2011	884200	55.95	Remit to: LOS ANGELES CA REFUND-UTIL. USER TAXES	55.95
Vendor Total		55.95		
FYTD for SKY TRAILS MOBILE VILLAGE		374.26		



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SLAGERMAN, SUSAN A.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884119	318.73	RETIREE MED NOV 11, PD DEC 11	318.73
Vendor Total		318.73		
FYTD for SLAGERMAN, SUSAN A.		1,912.38		
SMITH, MARIA A.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884120	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for SMITH, MARIA A.		1,912.38		
SOCO GROUP, INC				
			<u>Remit to:</u> PERRIS CA	
12/5/2011	884121	7,353.71	FUEL PURCH-CITY VEHICLES/EQUIP	7,353.71
12/19/2011	884201	12,447.42	FUEL PURCH-CITY VEHICLES/EQUIP	7,597.33
			FUEL PURCH-CITY VEHICLES/EQUIP	4,850.09
Vendor Total		19,801.13		
FYTD for SOCO GROUP, INC		175,602.37		
SOUTH COAST AIR QUALITY MGMT DISTRICT				
			<u>Remit to:</u> DIAMOND BAR CA	
12/22/2011	210796	550.00	FUEL TANK INSP PENALTY FEES	550.00
12/22/2011	210797	89.75	ANNUAL OPERATING FEE-FS#2	89.75
12/22/2011	210798	112.85	FY11/12 EMISSIONS FEE-FS #2	112.85
12/22/2011	210799	112.85	FY11/12 EMISSIONS FEE-FS #91	112.85
Vendor Total		865.45		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		6,778.53		



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SOUTHERN CALIFORNIA EDISON			<u>Remit to:</u> ROSEMEAD	CA
12/5/2011	210532	4,657.21		
			ELECTRICITY	23.25
			ELECTRICITY	22.30
			ELECTRICITY	120.36
			ELECTRICITY	836.58
			ELECTRICITY	1,410.51
			ELECTRICITY	111.10
			ELECTRICITY	128.81
			ELECTRICITY	647.11
			ELECTRICITY	150.16
			ELECTRICITY	928.58
			ELECTRICITY	200.61
			ELECTRICITY	77.84
12/12/2011	210604	5,639.62		
			ELECTRICITY	99.96
			ELECTRICITY	213.92
			ELECTRICITY	1,530.82
			ELECTRICITY	455.04
			ELECTRICITY	953.11
			ELECTRICITY	423.58
			ELECTRICITY	393.38
			ELECTRICITY	325.96
			ELECTRICITY	25.49
			ELECTRICITY	973.16
			ELECTRICITY	73.35
			ELECTRICITY	99.14
			ELECTRICITY	72.71
12/12/2011	210605	22,602.09		
			WDAT CHARGES-IRIS	2,700.02
			WDAT CHARGES-GRAHAM	5,166.05
			WDAT CHARGES-GLOBE	9,527.13
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-FREDERICK	2,561.58
12/19/2011	210703	12,996.39		
			WDAT CHARGES-SUBSTATION 115KV	12,535.31
			RELIABILITY SERVICES	461.08
12/22/2011	210800	22,212.01		
			ELECTRICITY	197.96
			ELECTRICITY	30.88
			ELECTRICITY	5,927.26
			ELECTRICITY	978.86
			ELECTRICITY	2,496.15
			ELECTRICITY	18.96
			ELECTRICITY	2,091.56
			ELECTRICITY	529.93
			ELECTRICITY	1,746.22
			ELECTRICITY	110.50
			ELECTRICITY	4,091.20
			ELECTRICITY	11.03
			ELECTRICITY	457.91
			ELECTRICITY	1,863.98



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			ELECTRICITY	260.47
			ELECTRICITY	501.93
			ELECTRICITY	537.50
			ELECTRICITY	181.19
			ELECTRICITY	178.52
12/22/2011	210801	15,208.20		
			ELECTRICITY-FERC CHARGES	701.48
			ELECTRIC CHARGES	359.99
			IFA CHARGES-SUBSTATION	14,146.73
	Vendor Total	83,315.52		

FYTD for SOUTHERN CALIFORNIA EDISON	1,555,017.03
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SOUTHERN CALIFORNIA GAS CO.

Remit to: **MONTEREY PARK CA**

12/19/2011	210705	6,791.07		
			GAS CHARGES	890.64
			GAS CHARGES	2,994.73
			GAS CHARGES	41.55
			GAS CHARGES	61.10
			GAS CHARGES	453.57
			GAS CHARGES	331.43
			GAS CHARGES	64.16
			GAS CHARGES	524.40
			GAS CHARGES	267.47
			GAS CHARGES	143.79
			GAS CHARGES	184.74
			GAS CHARGES	122.62
			GAS CHARGES	204.55
			GAS CHARGES	169.40
			GAS CHARGES	34.72
			GAS CHARGES	302.20
	Vendor Total	6,791.07		

FYTD for SOUTHERN CALIFORNIA GAS CO.	25,695.41
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SPARKLETTS

Remit to: **DALLAS TX**

12/12/2011	210606	5.00		
			WATER SERVICE-GOLF COURSE	5.00
12/22/2011	210802	45.10		
			WATER SERVICE-SUNNYMD ELEM.	18.25
			WATER SERVICE-CREEKSIDE ELEM.	22.35
			WATER SERVICE-EMERG MGMT SVCS	4.50
	Vendor Total	50.10		

FYTD for SPARKLETTS	413.58
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPECIALIZED PRODUCTS				
			Remit to: SOUTHLAKE TX	
12/22/2011	210803	18,984.63		
			FSM-60S FUSION SPLICER KIT	15,271.00
			2-YR EXTENDED WARRANTY	2,250.00
			FREIGHT CHARGES	105.75
			CALIF SALES TAX	1,357.88
	Vendor Total	18,984.63		
FYTD for SPECIALIZED PRODUCTS		18,984.63		
SPECK, GARY B.				
			Remit to: MORENO VALLEY CA	
12/5/2011	884122	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for SPECK, GARY B.		1,912.38		
SPENCER, MARTHA				
			Remit to: MORENO VALLEY CA	
12/5/2011	884123	229.88		
			RETIREE MED DEC '11	229.88
	Vendor Total	229.88		
FYTD for SPENCER, MARTHA		1,379.28		
SPRINT				
			Remit to: KANSAS CITY MO	
12/22/2011	210804	30.00		
			SUBPOENA COMPLNCE-MV102370195	30.00
	Vendor Total	30.00		
FYTD for SPRINT		210.00		
SPRINT/NEXTEL				
			Remit to: CAROL STREAM IL	
12/12/2011	884161	1,286.33		
			CELL PHONE SVCS-GANG TASK FRC	72.23
			CELL PHONE SVCS-PD/SET	606.29
			CELL PHONE SVCS-PD/SET	607.81
12/22/2011	884236	687.89		
			CELL PHONE SVCS-GANG TASK FRC	64.04
			CELL PHONE SVCS-PD/SET	623.85
	Vendor Total	1,974.22		
FYTD for SPRINT/NEXTEL		4,118.24		
STANDARD INSURANCE CO				
			Remit to: PORTLAND OR	
12/5/2011	210533	1,786.25		
			SUPPLEMENTAL INSURANCE	1,786.25
	Vendor Total	1,786.25		
FYTD for STANDARD INSURANCE CO		178,857.24		



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STANLEY CONVERGENT SECURITY SOLUTNS, INC				
			<u>Remit to:</u> RIVERSIDE CA	
12/12/2011	884162	159.00		
			MONITORING SVCS-ASES BLDG MARB	41.00
			MONITORING SVCS-ASES BLDG MARB	118.00
12/22/2011	884237	179.35		
			MONITORING SVCS-PARK SNCK BARS	179.35
Vendor Total		338.35		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		14,739.42		
STATE BAR OF CALIFORNIA				
			<u>Remit to:</u> LOS ANGELES CA	
12/19/2011	210706	400.00		
			R. HANSEN-MEMBERSHIP DUES	400.00
12/19/2011	210707	400.00		
			P. EARLY-MEMBERSHIP DUES	400.00
12/19/2011	210708	400.00		
			S. BRYANT-MEMBERSHIP DUES	400.00
Vendor Total		1,200.00		
FYTD for STATE BAR OF CALIFORNIA		1,200.00		
STATE BOARD OF EQUALIZATION				
			<u>Remit to:</u> SACRAMENTO CA	
12/21/2011	113011	2,033.00		
			SALES & USE TAX 11/1-11/30/11	2,033.00
Vendor Total		2,033.00		
FYTD for STATE BOARD OF EQUALIZATION		31,835.32		
STATE DISBURSEMENT UNIT				
			<u>Remit to:</u> WEST SACRAMENTO CA	
12/12/2011	210608	132.00		
			REMIT ID: FAMRS701656-J. COSEY	132.00
12/8/2011	2977	1,938.54		
			CHILD SUPPORT W/H 12/8/11	1,938.54
12/22/2011	2985	1,811.77		
			CHILD SUPPORT W/H 12/22/11	1,811.77
Vendor Total		3,882.31		
FYTD for STATE DISBURSEMENT UNIT		25,608.70		
STATE OF CALIFORNIA				
			<u>Remit to:</u> SAN BERNARDINO CA	
12/22/2011	210806	820.00		
			PERMIT FEES FOR RAMP CLOSURES	820.00
Vendor Total		820.00		
FYTD for STATE OF CALIFORNIA		820.00		



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STATE OF CALIFORNIA DEPT. OF CONSUMER AF				
			<u>Remit to:</u> SACRAMENTO CA	
12/5/2011	210534	125.00		
			G. PEGAN-CERT RENWL APPLICATN	125.00
Vendor Total		125.00		
FYTD for STATE OF CALIFORNIA DEPT. OF CONSUMER AF		500.00		
STATE OF CALIFORNIA DEPT. OF JUSTICE				
			<u>Remit to:</u> SACRAMENTO CA	
12/12/2011	210609	3,419.00		
			BLOOD ALCOHOL ANALYSIS FOR PD	70.00
			BLOOD ALCOHOL ANALYSIS FOR PD	70.00
			FINGERPRINTING SVCS-PD	3,087.00
			FINGERPRINTING SVCS-H.R.	192.00
12/19/2011	210709	320.00		
			FINGERPRINTING SVCS-PARKS/COMM	32.00
			FINGERPRINTING SVCS-BUS. LIC.	224.00
			FINGERPRINTING SVCS-ERF VOL.	32.00
			FINGERPRINTING SVCS-HUM. RES.	32.00
12/22/2011	210807	352.00		
			FINGERPRINTING SVCS-BUS. LIC.	96.00
			FINGERPRINTING SVCS-ERF VOL.	32.00
			FINGERPRINTING SVCS-HUM. RES.	192.00
			FINGERPRINTING SVCS-PD	32.00
Vendor Total		4,091.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		26,982.00		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
			<u>Remit to:</u> CORONA CA	
12/12/2011	210610	1,705.76		
			DICTION & TRANSCRIPTION SVCS	1,705.76
12/22/2011	210808	1,810.08		
			DICTION & TRANSCRIPTION SVCS	1,810.08
Vendor Total		3,515.84		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		11,704.32		
STEWART, CLIFFORD				
			<u>Remit to:</u> GLENDALE AZ	
12/5/2011	884124	267.88		
			RETIREE MED DEC '11	267.88
Vendor Total		267.88		
FYTD for STEWART, CLIFFORD		1,607.28		
STILES ANIMAL REMOVAL, INC.				
			<u>Remit to:</u> GUASTI CA	
12/19/2011	210710	150.00		
			LARGE ANIMAL CARCASS REMOVAL	150.00
Vendor Total		150.00		
FYTD for STILES ANIMAL REMOVAL, INC.		750.00		



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STK ARCHITECTURE, INC.				
			<u>Remit to:</u> TEMECULA CA	
12/19/2011	884202	867.50	NEEDS ANALYSIS/SPACE PLAN SVCS	867.50
Vendor Total		867.50		
FYTD for STK ARCHITECTURE, INC.		126,036.08		
STRADLING, YOCCA, CARLSON & RAUTH				
			<u>Remit to:</u> NEWPORT BEACH CA	
12/19/2011	210711	18,537.00	LEGAL SVCS	18,337.00
			LEGAL SVCS	200.00
12/22/2011	210810	2,486.20	LEGAL SVCS	375.60
			LEGAL SVCS	165.60
			LEGAL SVCS	190.00
			LEGAL SVCS	175.00
			LEGAL SVCS	1,530.00
			LEGAL SVCS	50.00
Vendor Total		21,023.20		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		51,992.62		
STRASSENBURG, MICHAEL				
			<u>Remit to:</u> RIVERSIDE CA	
12/12/2011	210611	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for STRASSENBURG, MICHAEL		20.00		
STREICH, TERRY L.				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210535	30.33	RETIREE MED VSP12/11 PD DEC 11	30.33
Vendor Total		30.33		
FYTD for STREICH, TERRY L.		2,718.73		
STRICKLER II, JOHN W.				
			<u>Remit to:</u> SAN BERNARDINO CA	
12/5/2011	884125	318.73	RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		1,912.38		
STUHRMANN, SHARON				
			<u>Remit to:</u> CHERRY VALLEY CA	
12/5/2011	210536	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for STUHRMANN, SHARON		75.00		



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SUNNYMEAD ACE HARDWARE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210612	45.05		
			MISC SUPPLIES-PD	6.43
			MISC SUPPLIES-PD	38.62
12/22/2011	210811	12.91		
			MISC SUPPLIES-PD	12.91
Vendor Total		57.96		
FYTD for SUNNYMEAD ACE HARDWARE		862.40		
SWARTZ, ALICE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210613	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for SWARTZ, ALICE		50.00		
TAKECHI, JERRY				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210537	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for TAKECHI, JERRY		75.00		
TAX COMPLIANCE SERVICES				
			<u>Remit to:</u> THOUSAND OAKS CA	
12/22/2011	210812	5,000.00		
			UUT COMPLIANCE & AUDIT SVCS	5,000.00
Vendor Total		5,000.00		
FYTD for TAX COMPLIANCE SERVICES		37,500.00		
THERMAL COMBUSTION INNOVATORS				
			<u>Remit to:</u> COLTON CA	
12/19/2011	210712	70.87		
			MEDICAL/BIOHAZ. WASTE DISPOSAL	70.87
Vendor Total		70.87		
FYTD for THERMAL COMBUSTION INNOVATORS		141.32		
THOMAS, JUDA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210614	200.00		
			REFUND-11/11/11 EVENT DEPOSIT	200.00
Vendor Total		200.00		
FYTD for THOMAS, JUDA		200.00		



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THOMPSON COBURN LLP				
			<u>Remit to:</u> WASHINGTON DC	
12/5/2011	884126	3,150.08		
			LEGAL SVCS FOR MVU	2,084.67
			LEGAL SVCS FOR MVU	1,065.41
12/12/2011	884163	224.00		
			LEGAL SVCS FOR MVU	224.00
Vendor Total		3,374.08		
FYTD for THOMPSON COBURN LLP		16,289.41		
TMAD TAYLOR & GAINES				
			<u>Remit to:</u> PASADENA CA	
12/5/2011	210539	3,346.00		
			EOC FCC GENERATOR ANALYSIS	1,105.00
			EOC FCC GENERATOR ANALYSIS	2,241.00
Vendor Total		3,346.00		
FYTD for TMAD TAYLOR & GAINES		44,445.00		
TNP SRT MORENO MARKET PLACE				
			<u>Remit to:</u> IRVINE CA	
12/19/2011	210713	10,345.00		
			REFUND-APPLIC. WITHDRAWAL	7,898.00
			REFUND-APPLIC. WITHDRAWAL	1,135.00
			REFUND-APPLIC. WITHDRAWAL	253.00
			REFUND-APPLIC. WITHDRAWAL	98.00
			REFUND-APPLIC. WITHDRAWAL	961.00
Vendor Total		10,345.00		
FYTD for TNP SRT MORENO MARKET PLACE		10,345.00		
TOWN & COUNTRY TOWING				
			<u>Remit to:</u> WILDOMAR CA	
12/19/2011	210714	200.00		
			TOWING SVCS FOR PD	200.00
Vendor Total		200.00		
FYTD for TOWN & COUNTRY TOWING		200.00		
TRANE US, INC				
			<u>Remit to:</u> LA CROSSE WI	
12/12/2011	210615	27.50		
			REFUND-BUS LIC OVERPAYMENT	27.50
Vendor Total		27.50		
FYTD for TRANE US, INC		27.50		



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TRICHE, TARA				
			<u>Remit to:</u> MORENO VALLEY	CA
12/19/2011	210715	2,286.60		
			INSTRUCTOR SVCS-BALLET INTERMD	133.20
			INSTRUCTOR SVCS-BALLET	355.20
			INSTRUCTOR SVCS-BALLET/ACRO	466.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	444.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	288.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	177.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	288.60
			INSTRUCTOR SVCS-HIP HOP DANCE	133.20
Vendor Total		2,286.60		
FYTD for TRICHE, TARA		14,163.60		
TRI-CITY LINEN SUPPLY, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
12/12/2011	884164	103.60		
			LINEN RENTAL FOR CRC	25.00
			LINEN RNTL FOR EVENT-CTR#20470	78.60
12/19/2011	884204	127.03		
			LINEN RENTAL FOR CRC	25.00
			LINEN RNTL FOR EVENT-CTR#19709	36.00
			LINEN RNTL FOR EVENT-CTR#20471	41.03
			LINEN RENTAL FOR CRC	25.00
12/22/2011	884239	60.00		
			LINEN RNTL FOR EVENT-CTR#18795	60.00
Vendor Total		290.63		
FYTD for TRI-CITY LINEN SUPPLY, INC.		1,025.43		
TROPICAL PLAZA NURSERY, INC.				
			<u>Remit to:</u> VILLA PARK	CA
12/12/2011	210616	6,086.12		
			LANDSCAPE MAINT-ZONE E-2	6,086.12
12/22/2011	210814	226.66		
			IRRIGATION REPAIRS-ZONE E-2	226.66
Vendor Total		6,312.78		
FYTD for TROPICAL PLAZA NURSERY, INC.		78,908.50		
TUNTLAND, JAMES				
			<u>Remit to:</u> PRESCOTT	AZ
12/5/2011	884127	267.88		
			RETIREE MED DEC '11	267.88
Vendor Total		267.88		
FYTD for TUNTLAND, JAMES		1,607.28		



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TURF STAR, INC.				
			<u>Remit to:</u> SAN FRANCISCO CA	
12/22/2011	210815	107.00	REPAIR OF GOLF COURSE EQUIPMNT	107.00
Vendor Total		107.00		
FYTD for TURF STAR, INC.		184.76		
UNDERGROUND SERVICE ALERT				
			<u>Remit to:</u> CORONA CA	
12/22/2011	884241	345.00	DIGALERT TICKETS SUBSCRPTN SVC	86.25
			DIGALERT TICKETS SUBSCRPTN SVC	86.25
			DIGALERT TICKETS SUBSCRPTN SVC	86.25
			DIGALERT TICKETS SUBSCRPTN SVC	86.25
Vendor Total		345.00		
FYTD for UNDERGROUND SERVICE ALERT		3,289.50		
UNION BANK OF CALIFORNIA				
			<u>Remit to:</u> SAN DIEGO CA	
12/5/2011	210540	291.67	INVESTMENT SAFEKEEPING SVCS	291.67
Vendor Total		291.67		
FYTD for UNION BANK OF CALIFORNIA		1,750.02		
UNITED POWER GENERATION, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
12/19/2011	210716	1,090.24	EMERG GENERATOR REPAIR-F.S. #6	1,090.24
Vendor Total		1,090.24		
FYTD for UNITED POWER GENERATION, INC.		3,474.45		
UNITED ROTARY BRUSH CORP				
			<u>Remit to:</u> ESCONDIDO CA	
12/19/2011	210724	2,669.23	BROOM KITS FOR ST. SWEEPERS	519.82
			BROOM KITS FOR ST. SWEEPERS	1,266.16
			BROOM KITS FOR ST. SWEEPERS	633.08
			BROOM KITS FOR ST. SWEEPERS	250.17
Vendor Total		2,669.23		
FYTD for UNITED ROTARY BRUSH CORP		22,885.41		
UNITED SITE SERVICES OF CA, INC.				
			<u>Remit to:</u> EL MONTE CA	
12/5/2011	884128	106.40	FENCE RENTAL-ANIMAL SHELTER	106.40
12/22/2011	884242	106.40	FENCE RENTAL-ANIMAL SHELTER	106.40
Vendor Total		212.80		
FYTD for UNITED SITE SERVICES OF CA, INC.		895.79		



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UNITED STATES TREASURY				
			Remit to: CINCINNATI	OH
12/19/2011	210717	121.05		
			PAYROLL DEDUCTION AGREEMENT	121.05
Vendor Total		121.05		
FYTD for UNITED STATES TREASURY		1,327.01		
UNITED WAY OF INLAND VALLEYS				
			Remit to: RIVERSIDE	CA
12/5/2011	210541	489.69		
			UNITED WAY CONTRIBUTIONS	489.69
12/19/2011	210718	475.69		
			UNITED WAY CONTRIBUTIONS	475.69
Vendor Total		965.38		
FYTD for UNITED WAY OF INLAND VALLEYS		6,361.97		
USA MOBILITY/ARCH WIRELESS				
			Remit to: ALEXANDRIA	VA
12/19/2011	884206	35.58		
			PAGER SVC FOR PARK RANGERS	1.69
			PAGER SVC FOR TRANSP. DIV	4.58
			PAGER SVC FOR ANIMAL SVCS	29.31
Vendor Total		35.58		
FYTD for USA MOBILITY/ARCH WIRELESS		216.70		



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VACATE PEST ELIMINATION COMPANY				
			Remit to: MORENO VALLEY	CA
12/19/2011	884207	1,390.00		
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL- UTILITY FIELD OFF.	45.00
			PEST CNTRL- LIBRARY	55.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #91	45.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-MARB ASES BLDG	45.00
			PEST CNTRL-MARCH FLD PRK C.C.	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
12/22/2011	884243	350.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			BEE HIVE RMVL/TREATMENT-CRC	300.00
Vendor Total		1,740.00		
FYTD for VACATE PEST ELIMINATION COMPANY		11,030.00		
VALI COOPER & ASSOCIATES, INC.				
			Remit to: POINT RICHMOND	CA
12/5/2011	884129	8,960.00		
			PROF CONSULTANT STAFFING SVCS	8,960.00
Vendor Total		8,960.00		
FYTD for VALI COOPER & ASSOCIATES, INC.		53,515.00		
VALLEY CITIES GONZALES FENCE CO				
			Remit to: NORCO	CA
12/22/2011	210816	3,213.00		
			GATE/POST REPAIR-CELEBRTN PARK	500.00
			GATE/POST REPAIR-CELEBRTN PARK	2,713.00
Vendor Total		3,213.00		
FYTD for VALLEY CITIES GONZALES FENCE CO		4,713.00		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VALLEY CITIES/ GONZALES FENCE INC				
			<u>Remit to:</u> NORCO CA	
12/22/2011	210817	1,675.00		
			FENCE REPAIR-MVU SUBSTATION	650.00
			FENCE REPAIR-MVU SUBSTATION	1,025.00
	Vendor Total	1,675.00		
FYTD for VALLEY CITIES/ GONZALES FENCE INC		1,675.00		
VAN HALA, RUTH				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210617	43.09		
			REIMBURSE EXPENSES	43.09
	Vendor Total	43.09		
FYTD for VAN HALA, RUTH		43.09		
VARGAS, JULIA				
			<u>Remit to:</u> MORENO VALLEY CA	
12/22/2011	210818	200.00		
			REFUND-12/9/11 RENTAL DEPOSIT	200.00
	Vendor Total	200.00		
FYTD for VARGAS, JULIA		200.00		
VASQUEZ, DIANA				
			<u>Remit to:</u> SAN BERNARDINO CA	
12/5/2011	210542	121.47		
			MILEAGE/MEAL REIMBURSEMENT	105.45
			MILEAGE/MEAL REIMBURSEMENT	16.02
	Vendor Total	121.47		
FYTD for VASQUEZ, DIANA		121.47		
VAVRINEK, TRINE, DAY & CO., LLP				
			<u>Remit to:</u> SACRAMENTO CA	
12/12/2011	210618	1,400.00		
			CONSULTANT ACCOUNTING SVCS	1,400.00
	Vendor Total	1,400.00		
FYTD for VAVRINEK, TRINE, DAY & CO., LLP		47,550.00		
VEHICLE REGISTRATION COLLECTIONS				
			<u>Remit to:</u> RANCHO CORDOVA CA	
12/5/2011	210543	41.32		
			GARNISHMENT	41.32
	Vendor Total	41.32		
FYTD for VEHICLE REGISTRATION COLLECTIONS		530.00		
VERDUSCO, BARRY A.				
			<u>Remit to:</u> WOODCREST CA	
12/5/2011	210544	62.05		
			MILEAGE REIMBURSEMENT	62.05
	Vendor Total	62.05		
FYTD for VERDUSCO, BARRY A.		62.05		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VERIZON				
			Remit to: TRENTON	NJ
12/22/2011	210819	1,742.73		
			BACKBONE COMMUN. CHARGES	1,742.73
Vendor Total		1,742.73		
FYTD for VERIZON		10,400.53		
VERIZON CALIFORNIA				
			Remit to: DALLAS	TX
12/12/2011	210619	103.41		
			PHONE CHARGES-NPDES TR 32834	103.41
12/22/2011	210820	618.34		
			PHONE CHARGES-ERC	618.34
Vendor Total		721.75		
FYTD for VERIZON CALIFORNIA		4,093.66		
VERTEX, INC.				
			Remit to: BERWYN	PA
12/12/2011	210624	789.28		
			PAYROLL TAX Q SERIES ANNL MNT.	732.50
			CA SALES TAX	56.78
Vendor Total		789.28		
FYTD for VERTEX, INC.		789.28		
VICTOR MEDICAL CO				
			Remit to: LAKE FOREST	CA
12/5/2011	210545	1,204.65		
			ANIMAL MEDICAL SUPPLIES	1,204.65
12/19/2011	210719	853.74		
			ANIMAL MEDICAL SUPPLIES	853.74
Vendor Total		2,058.39		
FYTD for VICTOR MEDICAL CO		9,583.69		
VIGIL, ERNEST				
			Remit to: MORENO VALLEY	CA
12/5/2011	884130	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for VIGIL, ERNEST		1,912.38		
VISION SERVICE PLAN				
			Remit to: SAN FRANCISCO	CA
12/5/2011	884131	3,906.80		
			EMPLOYEE VISION INSURANCE	3,906.80
Vendor Total		3,906.80		
FYTD for VISION SERVICE PLAN		23,632.75		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VOYAGER FLEET SYSTEM, INC.				
			Remit to: HOUSTON TX	
12/19/2011	884208	1,922.03		
			CNG FUEL PURCHASES	1,756.29
			CNG FUEL PURCHASES	165.74
	Vendor Total	1,922.03		
FYTD for VOYAGER FLEET SYSTEM, INC.		15,265.91		
VULCAN MATERIALS CO, INC.				
			Remit to: SAN BERNARDINO CA	
12/19/2011	210720	3,432.92		
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	862.69
			ASPHALTIC MATERIALS	307.89
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	620.12
			ASPHALTIC MATERIALS	182.44
			ASPHALTIC MATERIALS	380.29
			ASPHALTIC MATERIALS	181.73
			ASPHALTIC MATERIALS	145.47
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	111.33
			ASPHALTIC MATERIALS	199.19
	Vendor Total	3,432.92		
FYTD for VULCAN MATERIALS CO, INC.		12,117.61		
WADE, NATALIE				
			Remit to: RIVERSIDE CA	
12/12/2011	210620	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
	Vendor Total	75.00		
FYTD for WADE, NATALIE		75.00		
WAGGONER JR., GLENN C.				
			Remit to: MORENO VALLEY CA	
12/5/2011	884132	297.77		
			RETIREE MED NOV 11, PD DEC 11	297.77
	Vendor Total	297.77		
FYTD for WAGGONER JR., GLENN C.		1,488.85		
WAGNER, GARY D.				
			Remit to: MORENO VALLEY CA	
12/5/2011	884133	318.73		
			RETIREE MED DEC '11	318.73
	Vendor Total	318.73		
FYTD for WAGNER, GARY D.		1,912.38		



City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGY, CARYLON				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	210546	318.73	RETIREE MED NOV 11, PD DEC 11	318.73
Vendor Total		318.73		
FYTD for WAGY, CARYLON		2,231.11		
WALKER'S HOME REPAIR				
			<u>Remit to:</u> MORENO VALLEY CA	
12/5/2011	884134	1,988.00	REM. SVCS-HILP: P. TATUM	1,771.90
			REM. SVCS-HILP: P. TATUM	216.10
Vendor Total		1,988.00		
FYTD for WALKER'S HOME REPAIR		19,880.00		
WALLIN, KATHIE				
			<u>Remit to:</u> MORENO VALLEY CA	
12/19/2011	210721	47.00	REFUND-GUITAR CLASS CANC.	47.00
Vendor Total		47.00		
FYTD for WALLIN, KATHIE		47.00		
WASTE MANAGEMENT OF THE INLAND EMPIRE				
			<u>Remit to:</u> PHOENIX AZ	
12/22/2011	210821	1,272.26	ROLL-OFF STORAGE BIN RENTALS	1,272.26
Vendor Total		1,272.26		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE		7,494.81		
WELLS FARGO BANK				
			<u>Remit to:</u> MINNEAPOLIS MN	
12/12/2011	210621	4,000.00	ANNL TRUSTEE FEE-87-1 SPEC TX	2,000.00
			ANNL TRUSTEE FEE-87-1 IMP AREA	2,000.00
12/22/2011	210822	2,000.00	ADMIN CHGS-TRUSTEE FEE CRA 07	2,000.00
Vendor Total		6,000.00		
FYTD for WELLS FARGO BANK		10,000.00		
WEST				
			<u>Remit to:</u> SAINT PAUL MN	
12/22/2011	210823	637.19	AUTO TRACK SVCS-PD	240.26
			AUTO TRACK SVCS-PD	396.93
Vendor Total		637.19		
FYTD for WEST		2,402.69		



City of Moreno Valley

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For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WESTERN MUNICIPAL WATER DISTRICT				
			<u>Remit to:</u> RIVERSIDE CA	
12/22/2011	210824	487.29		
			WATER CHARGES	216.94
			WATER CHARGES	7.29
			WATER CHARGES	196.88
			WATER CHARGES	66.18
Vendor Total		487.29		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		16,842.72		
WESTOVER, MARK				
			<u>Remit to:</u> SAN DIEGO CA	
12/5/2011	884135	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for WESTOVER, MARK		1,683.20		
WIBERG, CHRISTOPHER				
			<u>Remit to:</u> ANAHEIM CA	
12/5/2011	210547	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for WIBERG, CHRISTOPHER		2,122.82		
WIELIN, RONALD A.				
			<u>Remit to:</u> BANNING CA	
12/5/2011	884136	318.73		
			RETIREE MED DEC '11	318.73
Vendor Total		318.73		
FYTD for WIELIN, RONALD A.		1,912.38		
WILLIAMS, DALLAS C				
			<u>Remit to:</u> MORENO VALLEY CA	
12/12/2011	210622	9,716.00		
			SOLAR INCENTIVE REBATE	9,716.00
Vendor Total		9,716.00		
FYTD for WILLIAMS, DALLAS C		9,716.00		
WILLIAMS, JANE L.				
			<u>Remit to:</u> GRAND FORKS ND	
12/5/2011	884137	192.40		
			RETIREE MED NOV 11, PD DEC 11	192.40
Vendor Total		192.40		
FYTD for WILLIAMS, JANE L.		1,154.40		



City of Moreno Valley

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For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.			<u>Remit to:</u> CORONA	CA
12/5/2011	884138	260.00	JANITORIAL SVCS-SR CTR RENTALS	260.00
12/12/2011	884166	2,047.82	JANITORIAL SVCS-GANG TSK FORCE	112.82
			JANITORIAL SVCS-TOWNGT RENTALS	360.00
			JANITORIAL SVCS-CRC RENTALS	1,315.00
			JANITORIAL SVCS-SR CTR RENTALS	260.00
12/19/2011	884209	952.81	DAY PORTER SVCS FOR FACILITIES	420.00
			JANITORIAL SVCS-EMP RES CTR	532.81
12/22/2011	884244	24,887.17	JANITORIAL SVCS-SUNNYMD ELEM.	184.10
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-SP DIST ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MRCH FLD PK CC	955.70
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-GANG TSK FORCE	112.82
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-RED MAPLE ELEM	46.52
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-THINK TG BLDG	298.87
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-TS ANNEX	453.43
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			JANITORIAL SVCS-TOWNGT RENTALS	600.00
			JANITORIAL SVCS-CRC RENTALS	1,800.00

Vendor Total 28,147.80

FYTD for WURM'S JANITORIAL SERVICES, INC.	153,442.05
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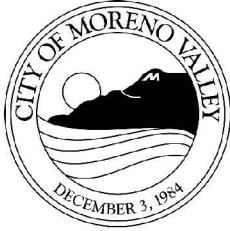
City of Moreno Valley

Check Register

For Period 12/1/2011 through 12/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				
			<u>Remit to:</u> DALLAS TX	
12/5/2011	210548	1,364.23		
			COPIER RNTL/MAINT/PRNTS-GRPHCS	970.10
			COPIER RNTL/MAINT-GRAPHICS	394.13
12/12/2011	210623	231.18		
			COPIER RNTL/MAINT-PD	76.51
			COPIER RNTL/MAINT-PD	84.38
			COPIER RNTL/MAINT-PD	70.29
12/19/2011	210722	1,666.21		
			COPIER RNTL/MAINT-PARKS	356.04
			COPIER RNTL/MAINT-GRAPHICS	394.13
			COPIER RNTL/MAINT/PRNTS-GRPHCS	916.04
12/22/2011	210825	1,636.54		
			COPIER RNTL/MAINT-PD	76.51
			COPIER RNTL/MAINT-PD	84.38
			COPIER RNTL/MAINT-PD	70.29
			COPIER RNTL/MAINT/PRINTS-PARKS	1,405.36
Vendor Total		4,898.16		
FYTD for XEROX		27,405.83		
YAMASHITA, JULIA J.				
			<u>Remit to:</u> LAGUNA WOODS CA	
12/5/2011	884139	161.50		
			RETIREE MED OCT 11, PD DEC 11	161.50
Vendor Total		161.50		
FYTD for YAMASHITA, JULIA J.		969.00		
ZUMAR INDUSTRIES, INC.				
			<u>Remit to:</u> SANTA FE SPRINGS CA	
12/12/2011	884167	305.20		
			SIGN PURCHASES	184.22
			SIGN PURCHASES	120.98
Vendor Total		305.20		
FYTD for ZUMAR INDUSTRIES, INC.		305.20		
Subtotal		1,274,221.03		
GRAND TOTAL		11,230,469.53		

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: February 28, 2012

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED DECEMBER 31, 2011

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the attached Quarterly Investment Report, in compliance with the City's Investment Policy.

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on May 24, 2011 is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2011. This is the second quarterly report submitted for the 2011-12 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than

adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has now transitioned the management of its general investment portfolio to Chandler Asset Management. As a result, the City's investment approach has changed from *passive* to *active*, as discussed in past meetings with the Finance Sub-Committee and the City Council. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.28 years.

The investments managed by Chandler Asset Management totaled \$164,479,217 at par and achieved a Yield to Maturity (YTM) for December 2011 of 1.57%. This compares to a YTM in September 2011 of 1.59% and a YTM in December 2010 of 1.63%. In addition, the City maintained \$19,388,953 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .38%.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

None

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.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2011. This report is in compliance with California

Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS/EXHIBITS

Attachment 1 - Treasurer's Cash and Investments Report – December 2011
 Attachment 2 – Chandler Asset Management Bond Market Review – January 2012

Prepared By:
 Brooke McKinney
 Treasury Operations Division Manager

Department Head Approval:
 Richard Teichert
 City Treasurer

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

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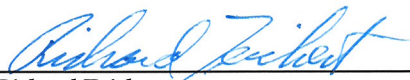
CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
December 2011

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	3,843,205	3,843,205	3,843,205			
State of California LAIF Pool	19,388,953	19,388,953	19,388,953	0.70	0.38%	
Investments	170,251,641	170,467,208	164,479,217	2.28	1.57%	2.08
Total General Portfolio	193,483,799	193,699,366	187,711,375	Years		Years

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	3,371,715
Principal & Interest Accounts	596,204
Debt Service Reserve Funds	5,461,496
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	374,804
Total Bond Proceeds	9,804,219

Deferred Compensation Funds	Market Value as of Sept 30, 2011
Nationwide	8,977,493
ICMA	3,663,332
Total Deferred Compensation Funds	12,640,825
Total Investment Portfolio	216,144,410

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.


 Richard Teichert
 City Treasurer



PORTFOLIO CHARACTERISTICS

Average Duration	2.08
Average Coupon	2.49 %
Average Purchase YTM	1.57 %
Average Market YTM	0.78 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.28 yrs
Average Life	2.21 yrs

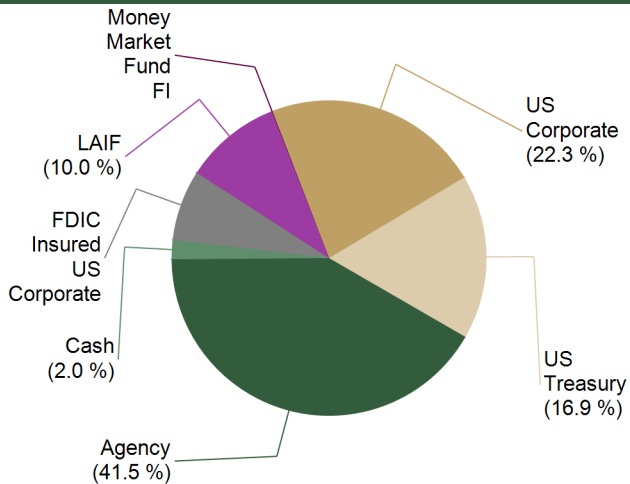
ACCOUNT SUMMARY

	Beg. Values as of 11/30/11	End Values as of 12/31/11
Market Value	196,337,247	193,699,366
Accrued Interest	1,141,337	1,122,201
Total Market Value	197,478,585	194,821,567
Income Earned	253,375	244,240
Cont/WD		
Par	190,445,403	187,711,375
Book Value	194,197,408	191,295,276
Cost Value	196,380,854	193,483,799

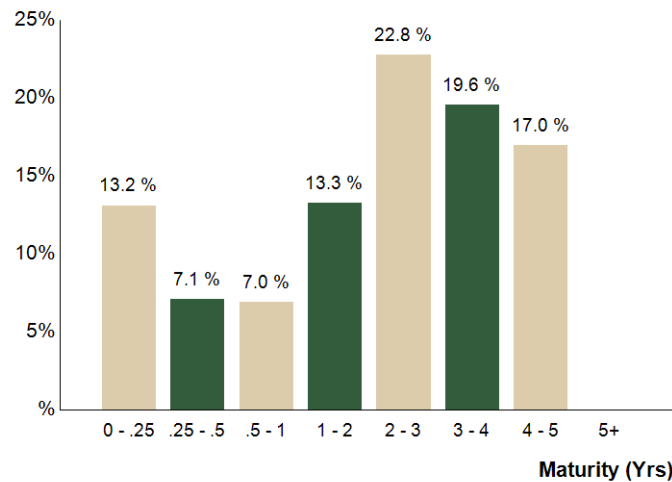
TOP ISSUERS

Issuer	% Portfolio
Government of United States	16.9 %
Federal Home Loan Mortgage Corp	10.0 %
Local Agency Investment Fund	10.0 %
Federal Farm Credit Bank	9.6 %
Federal National Mortgage Assoc	9.1 %
Federal Home Loan Bank	8.8 %
Tennessee Valley Authority	4.2 %
Bank Cash Account	2.0 %
	70.4 %

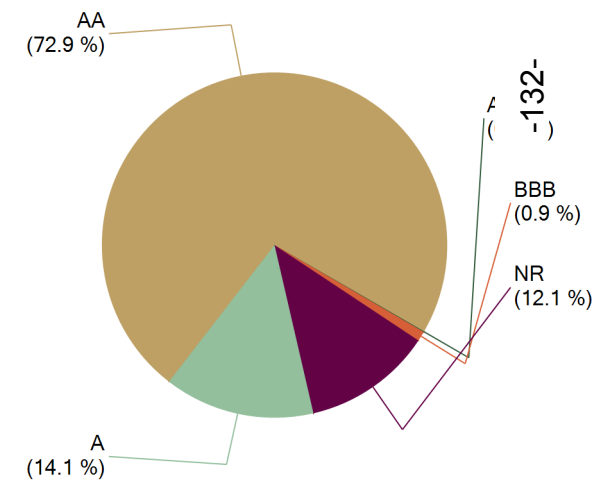
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY





Holdings Report

As of 12/31/11

Item No. A.4

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	(Yrs) Maturity
AGENCY									
3133XSWM6	FHLB Note 2.1% Due 1/23/2012	1,000,000.00	01/23/2009 2.10 %	1,000,000.00 1,000,000.00	100.11 0.33 %	1,001,082.00 9,216.67	0.52 % 1,082.00	Aaa AA+	0.06 0.06
3133XT2T2	FHLB Note 2.25% Due 2/10/2012	1,000,000.00	02/10/2009 2.25 %	1,000,000.00 1,000,000.00	100.22 0.23 %	1,002,188.00 8,812.50	0.52 % 2,188.00	Aaa AA+	0.11 0.11
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	101.35 0.25 %	1,013,520.00 9,391.67	0.53 % 13,520.00	Aaa AA+	0.62 0.61
3133XYWB7	FHLB Note 0.875% Due 8/22/2012	3,500,000.00	11/23/2010 0.51 %	3,521,892.50 3,508,042.14	100.40 0.24 %	3,514,171.50 10,973.96	1.81 % 6,129.36	Aaa AA+	0.64 0.64
3137EACQ0	FHLMC Note 0.625% Due 12/28/2012	3,450,000.00	12/22/2010 0.75 %	3,441,354.30 3,445,724.39	100.39 0.23 %	3,463,427.40 179.69	1.78 % 17,703.01	Aaa AA+	0.99 0.99
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.88 %	4,194,744.63 3,903,341.73	106.86 0.29 %	3,980,684.00 65,808.34	2.08 % 77,342.27	Aaa AA+	1.21 1.16
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	102.38 0.32 %	1,023,773.00 5,072.22	0.53 % 23,773.00	Aaa AA+	1.27 1.25
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,912,685.45	106.80 0.43 %	4,005,172.50 74,218.75	2.09 % 92,487.05	Aaa AA+	1.59 1.51
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,965,988.77	101.02 0.39 %	1,990,021.11 5,255.52	1.02 % 24,032.34	Aaa AA+	1.73 1.71
3137EABX6	FHLMC Note 2.5% Due 1/7/2014	2,450,000.00	03/17/2010 2.09 %	2,486,372.70 2,469,271.52	104.11 0.45 %	2,550,685.20 29,604.17	1.32 % 81,413.68	Aaa AA+	1.02 1.95
3136FHGK5	FNMA Callable Note 1X 4/16/12 3% Due 4/16/2014	1,000,000.00	04/16/2009 3.00 %	1,000,000.00 1,000,000.00	100.71 0.55 %	1,007,139.00 6,250.00	0.52 % 7,139.00	Aaa AA+	0.29 0.29
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	1,000,000.00	10/05/2010 1.02 %	1,055,660.00 1,036,142.30	104.79 0.52 %	1,047,850.00 5,395.83	0.54 % 11,707.70	Aaa AA+	2.30 2.23
31331KHF0	FFCB Callable Note Cont 4/25/12 1.62% Due 4/25/2014	3,695,000.00	04/13/2011 1.62 %	3,694,630.50 3,694,715.12	100.37 1.46 %	3,708,719.54 10,974.15	1.91 % 14,004.42	Aaa AA+	2.32 0.32
3136FHMK8	FNMA Callable Note 1X 5/1/12 2.25% Due 5/1/2014	1,000,000.00	05/01/2009 2.25 %	1,000,000.00 1,000,000.00	100.61 0.42 %	1,006,061.00 3,750.00	0.52 % 6,061.00	Aaa AA+	0.33 0.34
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,293,632.53	103.22 0.56 %	4,438,279.40 6,581.39	2.28 % 144,646.87	Aaa AA+	2.42 2.37
3133XTXW1	FHLB Callable Note 1X 1/9/12 2.5% Due 7/9/2014	1,000,000.00	07/09/2009 2.50 %	1,000,000.00 1,000,000.00	100.04 0.73 %	1,000,372.00 11,944.44	0.52 % 372.00	Aaa AA+	0.02 0.02
3137EACD9	FHLMC Note 3% Due 7/28/2014	2,650,000.00	03/15/2010 2.41 %	2,714,577.85 2,688,017.93	106.11 0.60 %	2,811,973.30 33,787.50	1.46 % 123,955.37	Aaa AA+	2.58 2.46
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,054,691.81	106.38 0.64 %	4,255,128.00 33,000.00	2.20 % 200,436.19	Aaa AA+	2.73 2.61
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,075,380.68	102.61 0.60 %	2,077,876.80 8,566.31	1.07 % 2,496.12	Aaa AA+	2.73 2.67
31398AZV7	FNMA Note 2.625% Due 11/20/2014	4,100,000.00	03/12/2010 2.54 %	4,114,723.10 4,109,069.64	105.80 0.59 %	4,337,898.40 12,257.29	2.23 % 228,828.76	Aaa AA+	2.89 2.79

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Holdings Report

As of 12/31/11

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
AGENCY									
3134G3CM0	FHLMC Callable Note 1X 12/12/12 0.92% Due 12/12/2014	1,120,000.00	12/15/2011 0.83 %	1,121,008.00 1,120,963.45	100.05 0.87 %	1,120,506.24 543.82	0.58 % (457.21)	Aaa AA+	0.95 2.43
3134G2EF5	FHLMC Callable Note 1X 1/26/12 2.1% Due 1/26/2015	2,065,000.00	04/04/2011 2.09 %	2,065,206.50 2,065,018.77	100.09 0.73 %	2,066,949.36 18,671.04	1.07 % 1,930.59	Aaa AA+	0.07 0.07
313370JB5	FHLB Note 1.75% Due 9/11/2015	3,600,000.00	08/04/2011 1.15 %	3,685,824.00 3,677,287.43	103.31 0.84 %	3,719,037.60 19,250.00	1.92 % 41,750.17	Aaa AA+	3.70 3.56
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,006,075.91	105.42 0.96 %	2,108,404.00 1,175.00	1.08 % 102,328.09	Aaa AA+	3.98 3.80
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,820,924.06	104.23 0.97 %	1,839,580.08 11,080.28	0.95 % 18,656.02	Aaa AA+	4.19 4.00
3135G0AL7	FNMA Note 2.25% Due 3/15/2016	2,875,000.00	07/25/2011 1.69 %	2,947,018.75 2,940,336.16	104.82 1.07 %	3,013,603.75 19,046.88	1.56 % 73,267.59	Aaa AA+	4.21 4.00
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,200,826.90	105.92 1.02 %	2,277,316.55 13,315.07	1.18 % 76,489.65	Aaa AA+	4.25 4.03
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	3,475,000.00	06/14/2011 1.86 %	3,579,229.15 3,567,802.03	105.91 1.12 %	3,680,285.63 8,204.86	1.89 % 112,483.60	Aaa AA+	4.41 4.17
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,450,468.51	104.27 1.14 %	3,493,081.85 4,152.61	1.80 % 42,613.34	Aaa AA+	4.45 2.24
31359MS61	FNMA Note 5.375% Due 7/15/2016	2,700,000.00	10/13/2011 1.29 %	3,206,106.90 3,184,191.19	119.05 1.06 %	3,214,360.80 66,918.75	1.68 % 30,169.61	Aaa AA+	5.54 1.03
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,602,224.48	103.99 1.12 %	3,613,534.35 24,325.00	1.87 % 11,309.87	Aaa AA+	4.65 4.41
3135G0CM3	FNMA Note 1.25% Due 9/28/2016	1,000,000.00	12/23/2011 1.26 %	999,396.00 999,397.74	100.41 1.16 %	1,004,058.00 3,229.17	0.52 % 4,660.26	Aaa AA+	4.75 4.58
Total Agency		77,190,000.00	1.69 %	79,456,282.43 78,792,220.64	0.72 %	80,386,740.36 540,952.88	41.54 % 1,594,519.72	Aaa AA+	2.59 2.41
CASH									
90CASH\$00	Cash Custodial Cash Account	3,843,204.65	Various 0.00 %	3,843,204.65 3,843,204.65	1.00 0.00 %	3,843,204.65 0.00	1.97 % 0.00	NR NR	0.00 0.00
Total Cash		3,843,204.65	N/A	3,843,204.65 3,843,204.65	0.00 %	3,843,204.65 0.00	1.97 % 0.00	NR NR	0.00 0.00
FDIC INSURED US CORPORATE									
06050BAG6	Bank of America Corp FDIC Guaranteed Note 2.1% Due 4/30/2012	3,310,000.00	Various 1.20 %	3,371,727.28 3,319,617.80	100.68 0.05 %	3,332,623.85 11,778.08	1.72 % 13,006.05	Aaa AA+	0.33 0.33
91160HAC1	US Bancorp FDIC Guaranteed Note 1.8% Due 5/15/2012	3,795,000.00	Various 1.20 %	3,842,985.21 3,803,251.47	100.65 0.06 %	3,819,614.37 8,728.50	1.97 % 16,362.90	Aaa AA+	0.37 0.37
38146FAA9	Goldman Sachs FDIC Guaranteed Note 3.25% Due 6/15/2012	3,205,000.00	Various 1.26 %	3,344,909.12 3,233,395.08	101.42 0.13 %	3,250,581.51 4,629.45	1.67 % 17,186.43	Aaa AA+	0.46 0.46

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Item No. A.4



Holdings Report

As of 12/31/11

Item No. A.4

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	(Yrs) Maturity
FDIC INSURED US CORPORATE									
36967HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	3,645,000.00	05/19/2010 1.27 %	3,723,710.13 3,674,662.52	101.86 0.21 %	3,712,807.94 2,151.56	1.91 % 38,145.42	Aaa AA+	0.98 0.97
Total FDIC Insured US Corporate		13,955,000.00	1.23 %	14,283,331.74 14,030,926.87	0.11 %	14,115,627.67 27,287.59	7.26 % 84,700.80	Aaa AA+	0.54 0.54
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	19,388,952.75	Various 0.37 %	19,388,952.75 19,388,952.75	1.00 0.37 %	19,388,952.75 20,030.60	9.96 % 0.00	NR NR	0.00 0.00
Total LAIF		19,388,952.75	0.37 %	19,388,952.75	0.37 %	19,388,952.75 20,030.60	9.96 % 0.00	NR NR	0.00 0.00
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	117,217.99	Various 0.00 %	117,217.99 117,217.99	1.00 0.00 %	117,217.99 0.00	0.06 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		117,217.99	N/A	117,217.99	0.00 %	117,217.99 0.00	0.06 % 0.00	Aaa AAA	0.00 0.00
US CORPORATE									
52517PR60	Lehman Brothers Holdings Note 5.25% Due 2/6/2012	1,000,000.00	02/06/2007 5.34 %	996,000.00 996,000.00	25.63 0.00 %	256,250.00 0.00	0.13 % (739,750.00)	NR NR	0.10 0.00
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,370,979.89	104.86 0.46 %	3,418,370.80 29,249.45	1.77 % 47,390.91	Aa2 AA	1.29 1.26
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,725,000.00	01/27/2011 1.00 %	1,767,624.75 1,750,245.78	102.06 0.56 %	1,760,590.20 5,534.38	0.91 % 10,344.42	Aa3 A+	1.35 1.33
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,667,222.26	100.61 0.99 %	2,681,219.19 10,993.13	1.38 % 13,996.93	Aa3 A	1.62 1.59
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,827,637.32	107.64 0.57 %	1,851,368.45 3,440.00	0.95 % 23,731.13	A2 A	1.96 1.89
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,685.22	101.64 0.83 %	447,230.08 2,307.56	0.23 % 7,544.86	A2 A	2.17 2.12
166751AH0	ChevronTexaco Corp Note 3.95% Due 3/3/2014	2,473,000.00	Various 1.56 %	2,644,928.56 2,597,674.45	106.94 0.72 %	2,644,623.72 32,018.48	1.37 % 46,949.27	Aa1 AA	2.17 2.07
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,988,135.73	107.56 1.32 %	1,989,909.95 14,260.42	1.03 % 1,774.22	A1 A+	2.33 2.21
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,281,157.23	109.52 1.78 %	3,367,592.40 24,190.00	1.74 % 86,435.17	Aa2 AA+	2.37 2.22
61747YCF0	Morgan Stanley Note 6% Due 5/13/2014	1,814,000.00	Various 3.85 %	1,947,754.20 1,898,794.23	100.97 5.55 %	1,831,623.01 14,512.00	0.95 % (67,171.22)	A2 A-	2.37 2.17
428236AV5	Hewlett Packard Company Note 4.75% Due 6/2/2014	1,700,000.00	01/27/2011 1.74 %	1,865,393.00 1,819,608.53	105.61 2.35 %	1,795,296.90 6,504.86	0.92 % (24,311.63)	A2 BBB+	2.42 2.28

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Holdings Report

As of 12/31/11

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
US CORPORATE									
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 935,889.31	112.23 0.92 %	953,989.00 5,702.08	0.49 % 18,099.69	A2 A	2.88 2.69
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,659,363.83	106.78 1.15 %	1,740,556.38 3,327.92	0.90 % 81,192.55	A1 A+	2.95 2.80
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,607,350.92	105.98 1.09 %	2,681,339.54 36,164.95	1.39 % 73,988.62	Aa3 A-	3.04 2.87
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,576,213.85	103.68 2.44 %	2,643,852.76 42,195.42	1.38 % 67,638.91	Aa3 A	3.06 2.84
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,552,370.82	104.33 3.27 %	2,582,140.28 46,371.87	1.35 % 29,769.46	A1 A+	3.11 2.83
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,525,067.23	106.02 1.22 %	2,634,502.57 30,924.44	1.37 % 109,435.34	Aa2 AA+	3.12 2.94
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,563,392.76	107.90 2.37 %	2,546,487.20 34,397.01	1.32 % (16,905.56)	Aa3 A	3.21 2.94
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,692,568.63	113.12 1.17 %	1,753,338.30 24,416.81	0.91 % 60,769.67	A1 AA	3.21 2.95
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 785,979.43	110.38 1.35 %	816,834.20 8,651.32	0.42 % 30,854.77	A2 A	3.25 3.02
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,666,435.70	100.69 1.44 %	2,688,289.50 9,159.58	1.38 % 21,853.80	A2 A	3.79 3.65
Total US Corporate		41,562,000.00	2.25 %	44,019,054.11 43,201,773.12	1.59 %	43,085,404.43 384,321.68	22.31 % (116,368.69)	A1 A+	2.55 2.40
US TREASURY									
912828GQ7	US Treasury Note 4.5% Due 4/30/2012	3,400,000.00	03/12/2010 1.00 %	3,649,433.27 3,438,522.51	101.44 0.16 %	3,449,007.60 26,060.44	1.78 % 10,485.09	Aaa AA+	0.33 0.33
912828HE3	US Treasury Note 4.25% Due 9/30/2012	1,775,000.00	03/12/2010 1.22 %	1,909,517.67 1,814,487.45	103.05 0.17 %	1,829,151.70 19,168.55	0.95 % 14,664.25	Aaa AA+	0.75 0.74
912828HM5	US Treasury Note 3.625% Due 12/31/2012	2,550,000.00	03/12/2010 1.35 %	2,708,785.88 2,606,709.24	103.45 0.18 %	2,637,855.15 253.95	1.35 % 31,145.91	Aaa AA+	1.00 0.99
912828JQ4	US Treasury Note 2.75% Due 10/31/2013	2,325,000.00	05/10/2010 1.65 %	2,411,188.48 2,370,437.43	104.53 0.27 %	2,430,259.73 10,890.45	1.25 % 59,822.30	Aaa AA+	1.84 1.79
912828NP1	US Treasury Note 1.75% Due 7/31/2015	4,050,000.00	04/06/2011 1.99 %	4,009,355.36 4,016,292.80	104.38 0.52 %	4,227,187.50 29,659.65	2.18 % 210,894.70	Aaa AA+	3.58 3.46
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,600,000.00	Various 1.35 %	3,584,379.25 3,586,405.63	102.56 0.57 %	3,692,250.00 7,664.84	1.90 % 105,844.37	Aaa AA+	3.84 3.74
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,555,401.11	103.05 0.59 %	3,699,383.71 4,315.85	1.90 % 143,982.60	Aaa AA+	3.92 3.81
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,545,766.65	105.50 0.63 %	3,697,775.00 29,335.33	1.91 % 152,008.35	Aaa AA+	4.09 3.90

Item No. A.4



Holdings Report
 As of 12/31/11

Item No. A.4

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	(yrs) mation
US TREASURY									
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,563,946.50	106.66 0.66 %	3,663,911.84 19,638.62	1.89 % 99,965.34	Aaa AA+	1.25 1.05
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,425,000.00	12/22/2011 0.89 %	3,423,004.63 3,423,010.17	100.30 0.81 %	3,435,435.98 2,620.22	1.76 % 12,425.81	Aaa AA+	1.92 1.80
Total US Treasury		31,655,000.00	1.43 %	32,375,754.88 31,920,979.49	0.49 %	32,762,218.21 149,607.90	16.89 % 841,238.72	Aaa AA+	3.08 2.98
TOTAL PORTFOLIO		187,711,375.39	1.57 %	193,483,798.55 191,295,275.51	0.78 %	193,699,366.06 1,122,200.65	100.00 % 2,404,090.55	Aa1 AA	2.21 2.08
TOTAL MARKET VALUE PLUS ACCRUED						194,821,566.71			



COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies *
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies

* Hewlett Packard (HPQ) was downgraded by Standard and Poor's (S&P) to "BBB+" from "A" on 11-30-11. S&P also lowered the short term rating to "A-2" from "A-1". Moody's current rating for HPQ is "A2" (long term) and "P-1" (short term). Chandler will continue to monitor and evaluate the current credit status of HPQ going forward.



CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset + accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.



Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
Wells Fargo Community Facilities District 87-1 (IA-1)										
special tax funds	22631800	money market fund	WF Govt Fund	12/31/11	01/01/12	181,928	0.01%	0.01%	1.00000	1.856%
reserve fund	22631804	money market fund	WF Govt Fund	12/31/11	01/01/12	1,028,941	0.01%	0.01%	1.00000	10.495%
admin exp acct	22631805	money market fund	WF Govt Fund	12/31/11	01/01/12	377	0.01%	0.01%	1.00000	0.004%
debt service acct	22631809	money market fund	WF Govt Fund	12/31/11	01/01/12	535,916	0.01%	0.01%	1.00000	5.466%
special tax funds	22631900	money market fund	WF Govt Fund	12/31/11	01/01/12	105,231	0.01%	0.01%	1.00000	1.073%
reserve fund	22631904	money market fund	WF Govt Fund	12/31/11	01/01/12	365,394	0.01%	0.01%	1.00000	3.727%
admin exp acct	22631905	money market fund	WF Govt Fund	12/31/11	01/01/12	8	0.01%	0.01%	1.00000	0.000%
						2,217,795				
Wells Fargo CFD # 5										
Series B Revenue	22333500	money mkt fund	WF Govt Fund	12/31/11	01/01/12	6,304	0.01%	0.01%	1.00000	0.064%
Series A Principal	22333501	money mkt fund	WF Govt Fund	12/31/11	01/01/12	300	0.01%	2.71%	1.00000	0.003%
Series B reserve	22333503	money mkt fund	WF Govt Fund	12/31/11	01/01/12	527,648	0.01%	0.01%	1.00000	5.382%
Series A interest	22333504	money mkt fund	WF Govt Fund	12/31/11	01/01/12	127	0.01%	0.01%	1.00000	0.001%
						534,379				
						0				
Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Sereis A										
debt service fund	22631700	money mkt fund	WF Govt Fund	12/31/11	01/01/12	2	0.01%	0.01%	1.00000	0.000%
						2				
Wells Fargo 2005 Lease Revenue Bond										
bond fund	18042800	money mkt fund	WF Govt Fund	12/31/11	01/01/12	29	0.01%	0.01%	1.00000	0.000%
reserve fund	18042804	money mkt fund	WF Govt Fund	12/31/11	01/01/12	2,992,753	0.01%	0.01%	1.00000	30.525%
construction fund	18042806	money mkt fund	WF Govt Fund	12/31/11	01/01/12	1,315,143	0.01%	0.01%	1.00000	13.414%
						4,307,925				
						43.940%				
Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility										
bond fund	22277600	money mkt fund	WF Govt Fund	12/31/11	01/01/12	2	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	12/31/11	01/01/12	2,056,572	0.01%	0.01%	1.00000	20.976%
cost of issuance	22277606	money mkt fund	WF Govt Fund	12/31/11	01/01/12	368,089	0.01%	0.01%	1.00000	3.754%
						2,424,663				
Wells Fargo Automall Refinancing										
revenue fund	20350300	revenue	WF Govt Fund	12/31/11	01/01/12	60,130	0.01%	0.01%	1.00000	0.613%
reserve fund	20350303	reserve	WF Govt Fund	12/31/11	01/01/12	259,299	0.01%	0.01%	1.00000	2.645%
admin expenses	20350304	admin expenses	WF Govt Fund	12/31/11	01/01/12	26	0.01%	0.01%	1.00000	0.000%
						319,455				
Totals						9,804,219				
						3,258%				
						100.000%				

Type	Summary of Bond Proceeds with Fiscal Agents
1	Construction Funds 3,371,715
2	Principal & Interest Accounts 596,204
3	Debt Service Reserve Funds 5,461,496
4	Custody Accounts 0
5	Arbitrage Rebate Accounts 0
6	Other Accounts 374,804
Total Fiscal Agent Funds 9,804,219	

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Sept 30, 2011	Fund	Market Value as of Sept 30, 2011	Fund	Market Value as of Sept 30, 2011
Liquid Savings	\$1,086,776	Drey SmCap I	5	N B Socially Responsive Fund	16,542
Nationwide Fixed (Part Time Employee)	525,354	American Century Balanced	28	DFA US Micro Cap Port	98,717
Liquid Savings (Part Time Employees)	287,372	Am Century Growth	44,717	Federated Kaufmann Fund	432,653
Certificates of Deposit 3 years	36,179	Am Century Select	79,366	Invesco Mid Cap Core Equity	18,833
Certificates of Deposit 5 years	78,652	Am Century Ultra	0	Nationwide Ret Inc Inst Svc	13,985
Bond Fund Of America	56,225	Vanguard Index 500	70,255	Nationwide InvDes Mod Cons Fund SC	46,314
Growth Fund of America	65,458	Vanguard Institutional Index	345,339	Nationwide InvDes Mod Aggr Fund	604,075
Investment Co. of America	23,754	Vanguard Wellington	14,295	Nationwide InvDes Aggr Fund	31,727
Income Fund of America	170,862	Vanguard Windsor II	42,836	Nationwide InvDes Mod Fd	387,656
Brown Cap Mgmt Inc SM Co	72,495	Vanguard Total Bond Index	222,388	Nationwide Inv Des Cons	83,016
Fidelity Independence	1,360	Washington Mutual Inv	37,660	Nationwide Large Cap Growth	37,880
Fidelity Equity Income	21,895	Templeton Foreign I	0	Nationwide Inter Val Inst Svc	23,173
Fidelity Magellan	204,099	EuroPacific Growth	255,027	Nationwide US Sm Cap Val Ins Svc	1,317
JP Morgan Mid Cap Value A	135,695	Stable Fund C	2,277,031	YL Account	167,059
Fidelity Puritan	73,453	PBHG Growth Fund	0	Nationwide Dest 2020 Inst Svc	99,740
Fidelity Contrafund	235,629	DWS High Income Fund A	65,415	Nationwide Dest 2025 Inst Svc	61,726
Janus Fund	42,959	DWS Strategic Value	40,382	Nationwide Dest 2030 Inst Svc	0
Janus Advisor Forty	73,182	Oppenheimer Global Fund A	166,937	Total Nationwide Deferred	\$8,977,493

ICMA

Fund	Market Value as of Sept 30, 2011	Fund	Market Value as of Sept 30, 2011
Aggressive Oppor.	\$134,695	VT Royce Premeir	3,338
International	145,452	VT Ranier Small/Mid Cap Eq	26,484
All Equity Growth	87,255	VT Fidelity Contrafund	144,174
Growth and Income	167,667	VT Vantagepoint Overseas Equity Index Fund	57,643
Broad Market	48,286	VT Fidelity Diversified International	46,033
500 Stock Index	54,705	VT Allianz NFJ Div Value	39,447
Equity Income	248,851	VT Legg Mason Value	1,502
Asset Allocation		VT Fidelity Puritan	4,440
Core Bond	23,998	VT Royce Value Plus Service	
Cash Management	26,090	VT TR Price Growth Stock Adv	14,082
Plus Fund	1,168,522	VT Nuveen Real Estate Secs	26,265
Savings Oriented	17,868	VT TR Price Small Cap Value	91,629
Conservative Growth	169,720	VT Vantagepoint MS Ret Inc	35,245
Traditional Growth	212,913	VT Vantagepoint Inflation Protected Securities	14,855
Long-Term Growth	284,448	VT Vantagepoint Select Value	1,577
Milestone 2010	12,417	VT Vantagepoint Mid/Sm Index	11,902
Milestone 2015	2,328	VT PIMCO Total Return	51,167
Milestone 2025	13,857	VT PIMCO High Yield	50,993
Milestone 2030	10,526	VT Harbor International Admi	11,104
Milestone 2035	14,734	VT Harbour Mid Cap Growth Admin	1,624
Milestone 2040	2,063		
Vantage Growth Fund	183,433	Total ICMA	\$3,663,332

Summary by Plan

Deferred Compensation Plan	Market Value as of Sept 30, 2011
Total Nationwide	\$8,977,493
Total ICMA	3,663,332
Total Deferred Compensation Plans	\$12,640,825

Summary by Investment Type

Investment Type	Market Value as of Sept 30, 2011
Savings Deposits and CD's	\$4,291,364
Mutual Funds	8,349,461
Total Deferred Compensation Plans	\$12,640,825

BOND MARKET REVIEW

A MONTHLY REVIEW OF
FIXED INCOME MARKETS



WHAT'S INSIDE

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Yield Curve
Current Yields

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Credit Spreads
Economic Indicators

Investing High Quality Portfolios in a
Low Interest Rate Environment.....3

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

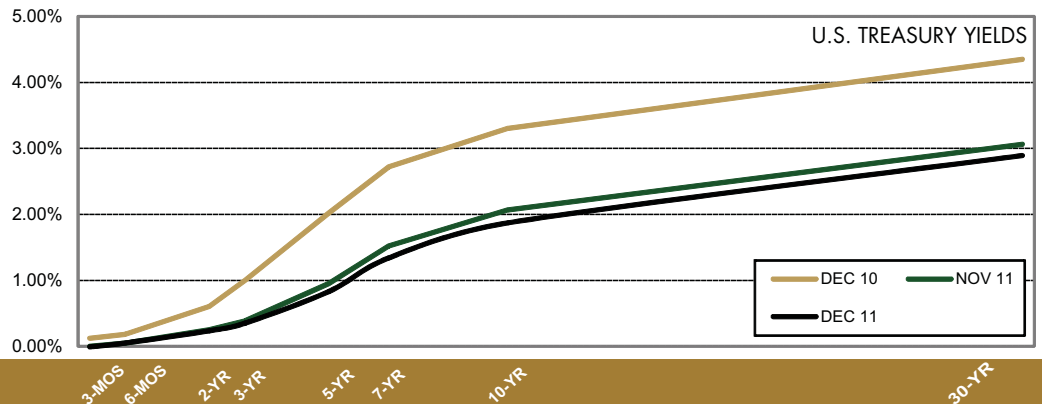
Market Summary

Treasury rates across the yield curve moved lower in December. Domestic economic indicators showed improvement during the month, but not enough to suggest a recovery strong enough to create fears of inflation and significantly higher interest rates. Concern about the European sovereign debt crisis remains a significant factor for the financial markets, and demand for US Treasury securities, still considered the safest in the world, remains high, driving Treasury prices higher and yields lower.

In our view, while domestic economic data is indicative of a continued slow growth environment, political turmoil in Europe continues to have a strong influence on day-to-day movements in global financial markets largely overshadowing improving US economic trends. A severe contraction in the European economy caused by its debt crisis could derail the fragile U.S. economic recovery. We continue to believe the U.S. economy will muddle along at a slow pace of growth, but developing events in Europe could alter this view.

In December, the Fed announced it would keep the Fed Funds target rate unchanged at 0%-0.25% and again affirmed that it expects to keep the rate exceptionally low through mid-2013. The Fed continues to engage in "Operation Twist" by extending the average maturity of its Treasuries purchases in order to lower long term rates. The Fed noted that, "the economy has been expanding moderately, notwithstanding some apparent slowing in global growth." Nevertheless, the Fed justified its continued easy monetary policy by stating the unemployment rate remains elevated, and noted, "strains in global financial markets continue to pose significant downside risks to the economic outlook."

TREASURY YIELDS LOWER IN DECEMBER



Treasury yields across the yield curve moved lower in December, with yields on longer securities declining the most.

TREASURY YIELDS	12/31/11	11/31/11	CHANGE
3 Month	(0.01)	0.00	(0.01)
2 Year	0.24	0.25	(0.01)
3 Year	0.35	0.39	(0.04)
5 Year	0.83	0.95	(0.12)
7 Year	1.34	1.52	(0.18)
10 Year	1.87	2.07	(0.20)
30 Year -143-	2.89	3.06	(0.17)

Economic Roundup

Consumer Prices

In November, the CPI showed that consumer prices increased 3.4% on a year-over-year basis. The year-over-year Core CPI (CPI less food and energy) increased at a 2.2% rate. Overall, price increases remained subdued and the Federal Reserve has recently noted that some cost pressures have eased.

Retail Sales

In November, Retail Sales rose 6.7% on a year-over-year basis. Consumer spending has rebounded from the depths of the recession and recent activity has been moderate; however, high unemployment continues to restrain consumer spending.

Labor Markets

The December employment report showed that the economy added 200,000 jobs and the six-month average is 142,000 jobs. The unemployment rate fell to 8.5% from 8.7%. This report was better than analysts' expectations and many market participants are forecasting continued positive labor market momentum into early 2012. Although the unemployment rate remains elevated, current economic data suggests the labor markets may be entering a period of slow sustained growth.

Housing Starts

Single-family housing starts rose 2.3% in November to 447,000, compared to 437,000 in October. The housing market remains under pressure but seems to have stabilized following several years of sharp declines with some housing data surprising to the upside.

Credit Spreads Wider

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.46	0.54	(0.08)
2-year AA corporate note	0.49	0.65	(0.16)
5-year AA corporate note	0.69	0.77	(0.08)
5-year Agency note	0.48	0.46	0.02

Source: Bloomberg

Data as of 12/31/2011

Economic Data Modestly Improving

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(43.5) \$Bln OCT 11	(44.2) \$Bln SEP 11	(39.5) \$Bln OCT 10
GDP	1.8% SEP 11	1.3% JUN 11	2.5% SEP 10
Unemployment Rate	8.5% DEC 11	8.7% NOV 11	9.4% DEC 10
Prime Rate	3.25% DEC 11	3.25% NOV 11	3.25% DEC 10
CRB Index	305.30 DEC 11	313.82 NOV 11	332.80 DEC 10
Oil (West Texas Int.)	\$98.83 DEC 11	\$100.36 NOV 11	\$91.38 DEC 10
Consumer Price Index (y/o/y)	3.4% NOV 11	3.5% OCT 11	1.1% NOV 10
Producer Price Index (y/o/y)	5.7% NOV 11	5.9% OCT 11	3.4% NOV 10
Dollar / EURO	1.30 DEC 11	1.35 NOV 11	1.34 DEC 10

Source: Bloomberg

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The information contained herein was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Opinions and forecasts regarding industries, companies, and/or the economy are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation.

Page 2

Investing High Quality Portfolios in a Low Interest Rate Environment

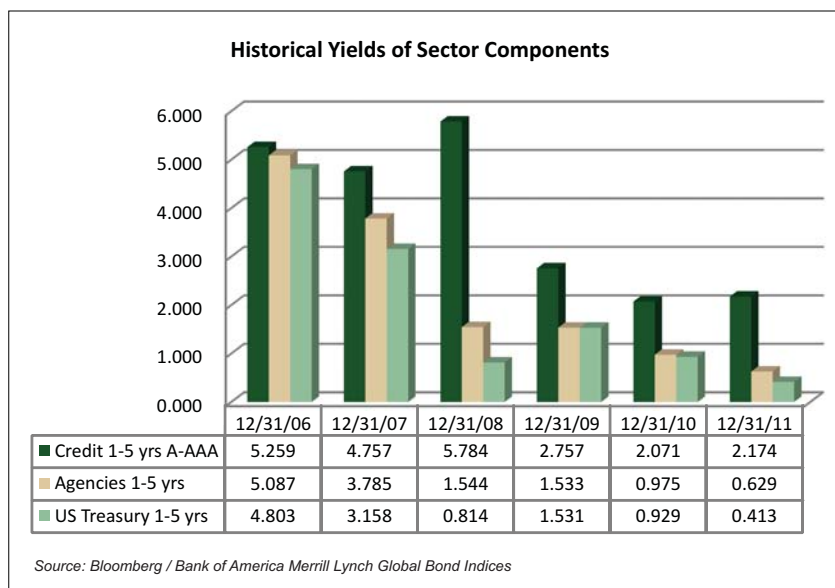
The asymmetric risk profile for fixed income investors is a challenge compounded by the low interest rate environment employed by the Federal Reserve. The Federal Funds rate, the primary tool used by the Federal Reserve to implement monetary policy, has been set at a range of 0.00% - 0.25% since December 2008. In an effort to encourage investors to invest in assets outside of ultra-safe, high quality, short maturity government securities, the Federal Reserve has stated it expects to maintain exceptionally low interest rates until at least mid-2013, 18 months from now. Despite the subtle strengthening in domestic economic data, the global economic backdrop remain uncertain, in particular the sovereign debt issues facing Europe. Current levels of two-, five-, and ten-year U.S. Treasury securities imply monetary policy will remain highly accommodative beyond midyear 2013.

Although the Federal Reserve attempts to be agnostic when it comes to politics and avoid picking “winners and losers,” fixed income investors might feel otherwise. Short maturity investments in U.S. Treasury and Agency securities are well below the annualized core inflation rate which was 2.2% as of November 2011. Multiple factors outside of U.S. monetary policy are contributing to the low rate environment. The supply of short maturity fixed income securities away from the market for U.S. Treasury securities is persistently shrinking as consumers and banks continue to deleverage. Both Fannie Mae and Freddie Mac remain under “conservatorship” with a mandate to continue to contract, in turn reducing supply of a highly rated asset class for conservative investors. Additionally, all of the global angst and uncertainty has created international demand for

deep and transparent markets like US dollar based assets, further depressing yields.

Fixed income investors that depend on their bond portfolios to generate a certain level of income on a year over year basis continue to face challenges. The annual income currently generated is much lower than historical norms. Investors who require a higher level of income from their portfolio are left to adjust two primary risk levers in order to increase the total return potential of a portfolio. Invest in securities with longer maturities and/or take additional credit risk, both of which at the outset appear to be tenuous. Prior to the financial crisis, interest rates in the US Treasury two-, three-, and five-year securities easily outpaced core inflation. One could argue the additional yield available in the credit sector was not necessarily compelling enough to warrant the additional risk (see chart) given an investment mandate of principal preservation and liquidity, with yield being the third consideration.

The chart highlights the total universe of each asset class in the 1-5 year maturity range and the yields



available on a historical market weighted basis. At the December 2006 data point the additional yield benefit offered by the Credit sector was not terribly compelling. Looking ahead to year-end 2008, when the financial crisis was in full swing, most investors were predominately concerned about return “OF” principal,

not return “ON” principal, thus the severe dislocation between the Credit universe and the Agency and Treasury universe.

(continued on next page)

Investing High Quality Portfolios in a Low Interest Rate Environment (continued)

Today, despite corporate balance sheets being much stronger on multiple metrics than prior to the financial crisis, the yield pick up offered in the Credit sector is very favorable.

The Federal Reserve is artificially depressing interest rates and we have a difficult time identifying a catalyst to materially move Treasury rates higher in the short to intermediate term. Unfortunately for bond market investors longer term interest rates already reflect this reality. In market parlance we would say low Treasury yields are “priced in” to market valuations. At Chandler we are forecasting interest rates to remain stable looking out over an intermediate time horizon. Although the domestic economic recovery to date is not robust there is some underlying momentum in the US economy. The national unemployment rate recently ticked down to 8.5% compared to 9.4% a year earlier. Domestic corporate balance sheets are strong and many companies have become more conservative in the management of their finances since the onset of the financial crisis, a positive for investors investing in corporate fixed income securities. When looking at the opportunities available for investors in the high quality sectors of the fixed income market highlighted in the chart, credit sector valuations look attractive in the current low rate environment.

Investing in the credit sector of the market requires an independent credit review process. It is simply not enough to rely on the rating agencies to determine whether an investment is appropriate for a high quality portfolio. At Chandler we like to think of the rating agencies as defining the investment opportunity set for a given level of risk but having minimal influence on whether or not an investment is appropriate for a portfolio under our purview. An internal, independent, and robust investment

process to evaluate new corporate securities and continually monitor existing positions to ensure they remain an appropriate investment is required. Provided the team managing your fixed income assets is equipped to effectively analyze the corporate sector of the market we think investors should be scrutinizing this sector of the market to identify attractively valued securities to enhance the total return opportunity for a given level of risk.

- William Dennehy II, CFA
VP, Portfolio Manager

Although the domestic economic recovery to date is not robust, there is some underlying momentum in the US economy.

RISKS AND OTHER IMPORTANT CONSIDERATIONS

This report is provided for general information purposes only and should not be construed as specific legal, tax, or financial planning advice. All opinions and views constitute judgments or relevant information as of the date of writing and such information may become outdated or superseded at any time without notice. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy. This information should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to pay interest or principal. Market risk: the bond market in general could decline due to economic conditions, interest rates, or other factors.



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

Report to City Council

TO: City Council and Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: February 28, 2012

TITLE: INSTALLATION OF SYNTHETIC TURF AT MARCH FIELD PARK

RECOMMENDED ACTION

Staff recommends that the City Council and the Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District:

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

BACKGROUND

March Field Park skate facility was constructed in 2004. The facility includes a concession building, restroom facility, skate park and hockey rink. Over the years the

demand for in-line hockey has greatly diminished and staff has researched ideas to revitalize this amenity. Enclosed soccer arenas have exploded in popularity and although this site is not covered, the area is enclosed and lighted. By enhancing this area to accommodate the sport of “enclosed” soccer, staff believes the usage will improve and consequently we will see a definite increase in revenue.

DISCUSSION

Project materials and labor costs for this project have all been publically negotiated utilizing the U.S. General Services Administration (GSA). Public Contract Code (PCC) 12101.5 established the California Multiple Award Schedule (CMAS) program in 1994, utilizing pre-bid products and services awarded on a Federal GSA schedule. PCC sections 10298 and 10299 authorize local government agencies to use CMAS agreements without further competitive bidding. The products and prices specified in the attached Contractor Agreement conform to the products and prices authorized by CMAS. Additionally, City of Moreno Valley Municipal Code 3.12.260 authorizes corporative purchases and piggybacking of materials, supplies, equipment or contractual services with CMAS.

The City is in need of soccer facilities. Soccer arenas utilizing synthetic turf are the upcoming soccer sport, since it raises the level of skills needed, due to the ball being consistently in-play. The sport can be played all year, day and evening. Staff projects that the soccer arena will also increase usage of the skate park facility, due to the fact more people will be visiting the site.

ALTERNATIVES

1. Award to Field Turf USA, Inc. 8088 Mountview Road, Montreal, Quebec, CN for material and labor to install synthetic turf at March Field Park; Authorize the issuance of a Purchase Order to Field Turf USA, Inc., in the amount of \$196,667.00 (\$178,788.50 for the bid amount plus 10% contingency) when the contract has been signed by all parties; authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Field Turf USA, Inc., up to but not to exceed the Purchase Order contingency of \$17,878.50 subject to the approval of the City Attorney; authorize the Parks and Community Services Director to accept the improvements into the CSD’s maintained system upon acceptance of the improvements as complete.
2. Elect not to award a purchase order to Field Turf USA, Inc. at this time and provide further direction to staff.

FISCAL IMPACT

Funding for the new synthetic turf is \$196,667.00, utilizing Parkland Development Impact Fees (205) and Quimby (206). This item is an approved budget item for FY 11/12 in Business Unit 461.65331.7200.

This recommended action imposes NO fiscal impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE, AND CLEANLINESS:

Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

Exhibit ‘A’: Independent Contractor Agreement with Field Turf USA, Inc.

Exhibit ‘B’: Field Turf USA, Inc. CMAS Contract, Details & Quote

Prepared By:
Tony Hetherman
Parks Projects Coordinator

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

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

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City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

PROJECT 11/12-461.65331

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

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

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

1. CONTRACTOR INFORMATION:

Field Turf USA, Inc.
8088 Montview
Montreal, Quebec, Canada
H4P 2L7
Business Phone: 800-724-2969, Fax No. 514-340-9311
Email: tara.clarini@fieldturf.com
Social Security Number: N/A
Business License Number:
Federal Tax I.D. Number: 27-2502420

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Attachment 'A' attached hereto and incorporated herein by this reference.
- B. The City's responsibility and project locations, other than payment, is described in Attachment 'B' attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Attachment 'C' attached hereto and incorporated herein by this reference.
- D. This Agreement is made and entered into effective the date the City signs this Agreement. [The termination date of the Agreement shall be June 30, 2012.](#)
- E. The Contractor Starting Date is the date listed on the issued Purchase Order, which will be utilized as the "Notice to Proceed". The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **ninety (90) working days** after said date in the "Notice to Proceed". The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- F. The work performed in this contract shall be performed Monday through Friday, 7 a.m. to 4 p.m. City observed holidays shall be observed by the Contractor and no work shall be performed on these dates.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing

the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and the (CSD), its officers, agents, or employees.
The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA) and the Moreno Valley Community Services District (CSD) and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and

non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Moreno Valley Unified School District are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- H. Document Ownership. Any system or documents developed, produced or provided under this Agreement, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
 - (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
 - (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- J. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from

compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement. Partial Payments.

No partial payments shall be made on this project.

- K. Stop Notice Withholds. The City may withhold payments to cover claims filed under Civil Code § 3179 et seq.
- L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- N. Legal Action. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.

- O. Warranty. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and/or Specifications.
- P. Prevailing Wage. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations and Prevailing Wage Rates. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents. The Contractor shall submit a list of all trades utilized in the project and corresponding DIR wage determinations. Certified payroll reports, Certificates of Compliance and Fringe Benefit Statements shall be submitted weekly. A copy of DIR prevailing wage rates can be obtained from the DIR at www.dir.ca.gov (Statistics and Research) or type into web browser: <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Additionally, prevailing wage rates are on file in the City's Capital Projects Division, available upon request.
- Q. Records. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable

times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

- R. Performance. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.
- S. Workers' Compensation. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.
- T. Contract Commencement. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.
- U. Licensing. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O.Box 26000, Sacramento, CA 95826.
- V. Surety Bonds. The Contractor shall post Surety Bonds for 'Faithful Performance' and 'Labor and Materials'. Surety Bonds shall be sufficient to cover the project and approved by the City. Bonds shall be in the amount equal to one-hundred percent (100%) of the contract price.
- W. Business License. The Contractor shall obtain a City of Moreno Valley Business License prior to the issuance of a purchase order.

4. **SPECIAL TERMS AND CONDITIONS:**

- A. California Multiple Award Services (CMAS). The Contractor shall adhere to all terms and conditions set forth by CMAS for Contract number 4-06-78-0031A.
- B. CMAS Reports. The Contractor shall provide the City a copy of all required reports filed with CMAS.
- C. Warranty. The Contractor shall provide the City a written warranty for the synthetic turf. The warranty period shall be eight (8) years, covering material defects. Commencement of the warranty shall be the date of completion of installation.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Field Turf USA, Inc.

BY: _____
Mayor

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

ATTACHMENT 'A'

SCOPE OF WORK

Site: March Field Park Hockey Rink

Per CMAS contract #4-06-78-0031A, provide and install:

15,700 square feet of Easy Turf Easy Play synthetic turf and Infill to consisting of silica sand and crumb rubber (made from California recycled tires)

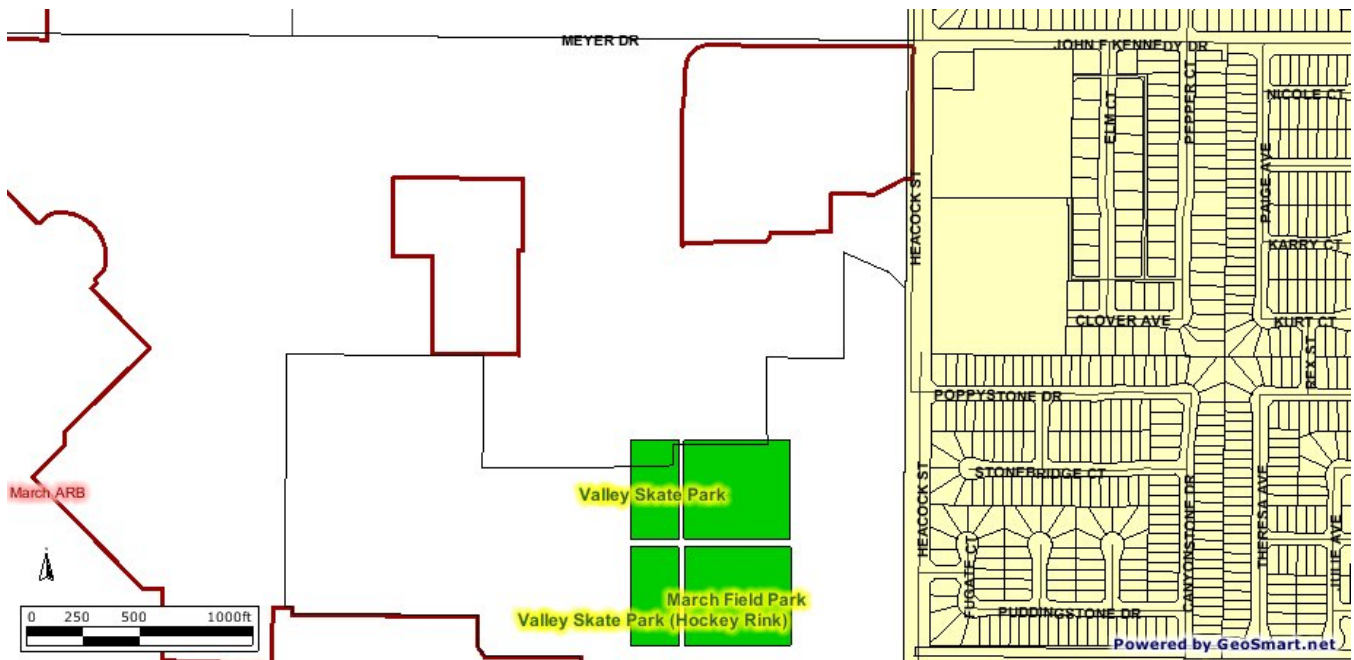
15,700 square feet of Easy Turf Drainage Tiles over existing concrete surface

Permanent white inlays for the sport of soccer

ATTACHMENT 'B'

CITY'S RESPONSIBILITY AND PROJECT LOCATION

- Provide access to the site.
- Provide contractor access to electrical panels.
- Ensure irrigation water is off as necessary for the Contractor to perform their duties. The contractor shall notify the Park Maintenance Division two working days in advance to have irrigation turned off.



ATTACHMENT 'C'

TERMS OF PAYMENT

1. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the CMAS Contract as full compensation for the work required under the Scope of Work awarded by the City, to wit, the sum total amount of **\$ 178,788.50**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract Documents.
2. The Contractor will submit one invoice to the City along with documentation evidencing services completed. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.
3. The City shall pay the Contractor for all invoiced, materials and labor as identified in the contract within thirty (30) days of acceptance of the project.

State of California
MULTIPLE AWARD SCHEDULE
FieldTurf USA, Inc.

CONTRACT NUMBER:	4-06-78-0031A
SUPPLEMENT NO.:	2
CMAS CONTRACT TERM:	11/08/2011 through 11/30/2016
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-9631S
BASE SCHEDULE HOLDER:	FieldTurf USA, Inc.

This contract provides for the purchase, warranty and installation of synthetic turf, surface and flooring. Installation charges are included in the price of the product. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 11-30-16. In addition, this supplement replaces in its entirety FieldTurf USA, Inc.'s existing California Multiple Award Schedule (CMAS) that expires on 11-30-11. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

The services provided under this CMAS contract are only in support of the products sold under this CMAS contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Marisa Truax

MARISA TRUAX, Program Analyst, California Multiple Award Schedule

Effective Date: **11/08/2011**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Fieldturf
Floor Cov-Hardwood
Floor Cov-Rubber Sheeting/Tile
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf
Playground-Surface Rubberized
Sport Surface-Synthetic Track

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this contract:

FieldTurf

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA #GS-07F-9631S (FIELDTURF USA, INC.) with a GSA term of 8/07/2011 through 8/06/2016. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (514) 340-9374:

FieldTurf USA, Inc.
8088 Montview Rd
Montreal, QC H4P 2L7
CANADA
Attn: Tara Clarini

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (514) 340-9311, Ext 158
E-mail: tara.clarini@fieldturf.com

CALIFORNIA SELLER'S PERMIT

FieldTurf USA, Inc.'s California Seller's Permit No. is 97731798. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq. See the attached certification from this contractor regarding this act.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

60 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.
- Orders for Information Technology goods and services exceeding \$250,000 require approval by Agency Secretary and Department Director or immediate next ranking official.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$2,000.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

FieldTurf USA, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor."

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision #69, Progress Payments.

PRODUCT INSTALLATION

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

FieldTurf USA, Inc.'s California Contractor's License number is 849044. This is a Class D12 Synthetic Products license that is valid through 10/31/2012.

NOT SPECIFICALLY PRICED (NSP) ITEMS

This provision is not applicable to this CMAS contract.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
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- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the CMAS contract to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
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PAYMENTS AND INVOICES

1. Payment Terms

Prompt Payment Terms: Prompt payment discount of 1% when full payment is received with days or less of installation completion. Net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

FieldTurf USA, Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
 FIELDTURF USA, INC.
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8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services
 Procurement Division – CMAS Unit
 Attention: Quarterly Report Processing
 PO Box 989052, MS #2-202
 West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
 CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.

- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or that excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will start on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

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The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- Payee Data Record (Std. 204).
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages must be included in the purchase order to be applicable, mutually agreed upon by agency and contractor, and cannot be a penalty.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services) AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

**ATTACHMENT B
CMAS QUARTERLY BUSINESS ACTIVITY REPORT**

Contractor Name: _____ Reporting Calendar Year: _____ Revision
 Contract Number: _____ Reporting Quarter: Q1 (Jan-Mar)
 For Questions Regarding This Report Contact: Q2 (Apr-Jun)
 Name: _____ Q3 (Jul-Sep)
 Phone Number: _____ Q4 (Oct-Dec)
 E-mail: _____ Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

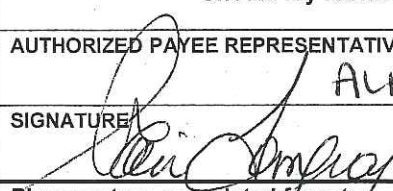
Instructions for completing the CMAS Quarterly Business Activity Report.

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) FieldTurf USA, Inc		
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS info@fieldturf.com
	MAILING ADDRESS 8088 Montview		BUSINESS ADDRESS 175 North Industrial Blvd. NE
	CITY, STATE, ZIP CODE Montreal, QC, H4P 2L7		CITY, STATE, ZIP CODE Calhoun, GA, 30701
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 5 8 - 2 3 3 0 4 1 0		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
<input type="checkbox"/> PARTNERSHIP		CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS	
<input type="checkbox"/> ESTATE OR TRUST		<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - -	
CHECK ONE BOX ONLY		<small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>	
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) ALAIN TANQUAY		TITLE CFO
	SIGNATURE 		DATE OCT 19, 2011
			TELEPHONE (800) 724-2969
6	Please return completed form to:		
	Department/Office: Department of General Services		
	Unit/Section: Procurement Division, CMAS Section		
	Mailing Address: 707 3rd Street, 2nd floor		
	City/State/Zip: West Sacramento, CA 95605		
	Telephone: (916) 375-4365 Fax: (916) 375-4663		
	E-mail Address: cmas@dgs.ca.gov		

Darfur Contracting Act Certification Form

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. (See back for instructions.)

Therefore, to be eligible to submit a bid, proposal, or CMAS application, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

FieldTurf USA, Inc. 58 2330410
Company/Vendor Name (Printed) Federal ID Number

Printed Name and Title of Person Initialing (for Options 1 or 2)

1. _____ We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
Initials

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
Initials

OR

3. ED We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
Initials & Certification Below

CERTIFICATION FOR #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder/applicant to the clause listed above in #3. This certification is made under the laws of the State of California.



By (Authorized Signature)

ERIC DALIERE, PRESIDENT
Printed Name and Title of Person Signing

OCTOBER 20, 2011
Date Executed

MONTREAL, QUEBEC
Executed in the County and State of

Note Regarding Change of Status – If your company has a change of status, with regard to this certification, during the term of your contract(s) then it is incumbent on your company to submit an updated Certification. For questions regarding a change of status, please contact the contract's designated State Contract Administrator.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized Contracting official.
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions -- Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
- i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
 - i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 25. FORCE MAJEURE:**
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or state government in either its sovereign or Contractual capacity.
- If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
 - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

- 35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
 - b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
 - c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
 - d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
 - f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.
- 37. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.
- 38. DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
 - b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

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to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. DOMESTIC PARTNERS: For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b)).

ADDITIONAL CMAS TERMS AND CONDITIONS

57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
 - i) Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
 - ii) Worker's Compensation Insurance

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS -- RENTAL AGREEMENTS:

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

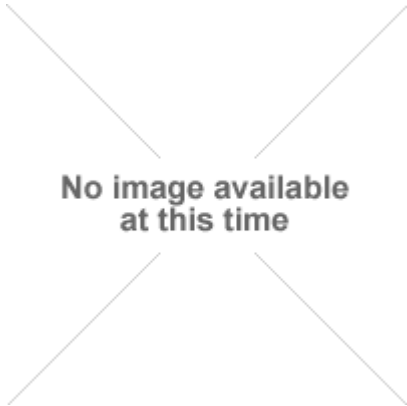
securing the faithful performance of the Contract by the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract



EASYTURF EASYPLAY (MIN 500 SQ.FT)

Mfr Part No.: EASYTURF EASYPLAY (MIN 500 SQ.FT)
Manufacturer: FIELDTURF
Contract No.: GS-07F-9631S (ends: Aug 6, 2016)
MAS Schedule/SIN: 078/192 09
Warranty: 8 YR
Made In: UNITED STATES OF AMERICA

• Desc

1L (SF), EasyTurf EasyPlay is comprised of single-color premium UV-resistant polyethylene fibrillated silt-film blades. It is made using 100% polyethylene fiber construction containing no nylon. Each fiber is cut into a unique interior honeycomb pattern, making EasyPlay one of the strongest and most resilient synthetic grass options for high-use areas. Designed specifically for commercial applications, this quality synthetic grass is ideal for large common areas, parade grounds, parks and high-traffic indoor sports applications. EasyPlay significantly reduces water consumption, eliminates the need for harmful fertilizers and pesticides, and improves drainage and erosion control.

\$9.49 EA

sold and shipped by [FIELDTURF USA INC.](#)

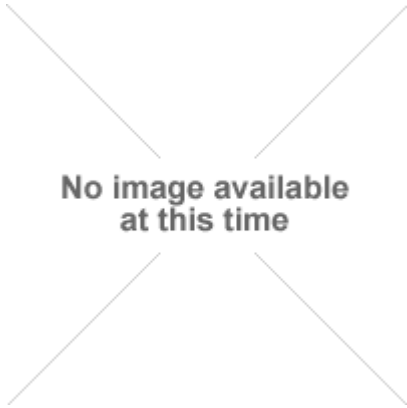
[visit contractor's website](#)

Compare Available Sources

Quantity: [Add to Cart](#)

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. Indicates when volume discounts are offered.

	Price/Unit	Contractor	Socio	Deliv Days	Min	FOB/Shipping
	\$9.49 EA	FIELDTURF USA INC.	o	60 days delivered ARO	\$2,000.00	D-CONUS,AK,PR,HI



EASYTURF DRAINAGE TILES (MIN 500 SQ.FT)

Mfr Part No.: EASYTURF DRAINAGE TILES (MIN 500 SQ.FT)
Manufacturer: FIELDTURF
Contract No.: GS-07F-9631S (ends: Aug 6, 2016)
MAS Schedule/SIN: 078/192 09
Warranty: 8 YR
Made In: UNITED STATES OF AMERICA

• Desc

1L (SF), EasyTurf Drainage Tiles are recommended for use with a non-permeable liner or hard non-permeable surfaces such as concrete or asphalt. EasyTurf Drainage Tiles maximize drainage over these surfaces, allowing FieldTurf synthetic grass systems to drainas designed. Installation of EasyTurf Drainage Tiles reduces base installation time by approximately 30%, while also reducing the amount of ground prep necessary during a synthetic grass installation.

\$1.47 EA

sold and shipped by [FIELDTURF USA INC.](#)

[visit contractor's website](#)

Compare Available Sources

Quantity: _____

[Add to Cart](#)

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

Price/Unit ♦	Contractor ♦	Socio	Deliv Days ♦	Min ♦	FOB/Shipping ♦
<input checked="" type="radio"/> \$1.47 EA	FIELDTURF USA INC.	o	60 days delivered ARO	\$2,000.00	D-CONUS,AK,PR,HI



SOCCER MARKINGS

Mfr Part No.: SOCCER MARKINGS
Contractor Part No.: SOCCER MARKINGS
Manufacturer: FIELDTURF
Contract No.: GS-07F-9631S (ends: Aug 6, 2016)
MAS Schedule/SIN: 078/192 09
Warranty: 8 YR
Made In: UNITED STATES OF AMERICA

• Desc
 1L (ST), Permanent soccer markings

[Enlarge/More Views >>](#)

\$6,716.50 EA

sold and shipped by [FIELDTURF USA INC.](#)

[visit contractor's website](#)

Compare Available Sources

Quantity: _____

[Add to Cart](#)

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

	Price/Unit ♦	Contractor ♦	Socio	Photo	Deliv Days ♦	Min ♦	FOB/Shipping ♦
<input checked="" type="radio"/>	\$6,716.50 EA	FIELDTURF USA INC.	o		60 days delivered ARO	\$2,000.00	D-CONUS,AK,PR,HI

Bid Proposal for City of Moreno Valley Outdoor Soccer Arena

PRODUCTS & INSTALLATION

1. EasyTurf to install 15,700 square feet of the following products:

EasyTurf EasyPlay - MAS Schedule/SIN: 078/192 09

EasyTurf EasyPlay is comprised of a single-color of premium UV-Resistant Polyethylene Parallel Fibrillated Slit-Film blades. It is made using 100% polyethylene fiber construction containing no nylon. EasyTurf to supply and install Patented Infill System with silica sand and crumb rubber and this high quality synthetic grass is ideal for main gate areas; headquarter lawns, housing areas, public walkways, obstacle courses, parks and common areas. It significantly reduces water consumption, eliminates the need for harmful fertilizers and pesticides, and improves drainage and erosion control.

EasyTurf Drainage Tiles- MAS Schedule/SIN: 078/192 09

EasyTurf Drainage Tiles deliver the Precision Performance and Maximized Drainage that the player and the facility demand. Consistent response throughout the field ensures that elite levels of play can always be reached. Maximizing the drainage ensures the on-field performance when the weather gets tough. Wet or dry your level of play remains the same. The installation of the EDT system is user friendly and reduces base installation time by approximately 30% while reducing base costs by up to 50%. Your players and facility demand the best.

Soccer Markings - MAS Schedule/SIN: 078/192 09

Permanent Soccer Markings for a Soccer Field

2. FieldTurf to supply and install Patented Infill System with silica sand and crumb rubber to simulate the look and feel of natural grass.
3. FieldTurf to provide an eight (8) year, third-party pre paid insured warranty for all products.

Pricing (GSA/CMAS Contract Number): GS-07F-9631 (ends: Aug 6, 2016)	GSA Unit Price	Total
Installation of 15,700 Square Feet of EasyTurf EasyPlay	\$9.49 x 15,700 Sq Ft	\$148,993.00
Installation of 15,700 Square Feet of EASYTURF DRAINAGE TILES	\$1.47 x 15,700 Sq Ft	\$ 23,079.00
Installation of Permanent Soccer Markings	\$6,716.50	\$ 6,716.50
Total		\$178,788.50

Name: _____ Organization: _____

Signature: _____ Title: _____ Date: _____

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 28, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the City Council:

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).
3. Authorize the City Manager to execute said Agreement in the form attached hereto and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

BACKGROUND

The Fire Department has strategically identified the need for a new fire station site in the City's industrial area to provide service to the surrounding neighborhood and serve as a training site for Moreno Valley Fire Department personnel.

Having a training tower located in Moreno Valley has been recognized in the City's Capital Improvement Project (CIP) budget since 1992 when the Fire Chief at the time

requested its construction as part of the ten year CIP with construction to begin in Fiscal Year 1998–99. Due to financial considerations, and the size of property that would need to be purchased to accommodate a joint fire station and drill tower, the fire department has continuously deferred this project.

In Fiscal Year 2010-2011, the Industrial Fire Station project was funded for land acquisition to take advantage of the depressed real estate values.

During the November 1, 2011 Closed Session, the City Council authorized staff to negotiate and acquire the property.

DISCUSSION

The site (Assessor's Parcel Number 316-190-035), located on the north side of San Michele Road west of Perris Boulevard, meets the Fire Department's needs. The site is in Industrial Business Park zoning with an area of approximately 4.78 acres, is currently improved with a geodesic dome single-family residence, and is currently occupied by the owner.

To construct a fire station with a training tower, a lot approximately 2.5 acres in size is needed. Due to the scarcity of land in the industrial area, the only property available that meets the City's needs is the property at 24700 San Michele Road (APN 316-190-035). The property owner has expressed a willingness to sell the property at its current value. This site will be subdivided into two lots of 2.50 and 2.28 acres. The 2.5 acre lot will be developed with the fire station and training tower. The remaining 2.28 acre lot will be sold to recoup project expenses in the future.

After negotiation, the owner has agreed to a cash purchase price of \$825,000. The acquisition of APN 316-190-035 exceeds the \$100,000 threshold of the City Manager's signature authority and, therefore, requires the Agreement for Conveyance of Property to be approved by the City Council.

ALTERNATIVES

1. Approve the "Agreement for Conveyance of Property" for acquisition of APN 316-190-035 for the Industrial Fire Station project, 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 authorize the City Manager to execute said Agreement in the form attached hereto and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney. *This alternative allows the City to acquire the land needed for the construction of the Industrial Fire Station.*
2. Do not approve the "Agreement for Conveyance of Property" for acquisition of APN 316-190-035 for the Industrial Fire Station project, do not 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 do not authorize the City Manager to execute said Agreement in the form attached hereto and do not authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney. *This alternative will result in delaying acquisition of land required for City Fire Station projects.*

FISCAL IMPACT

Funding for the proposed land acquisition is included in the Fiscal Year 2011/2012 budget and is funded by the Fire Services Capital Projects Fund (Fund 434) which was originally funded by transfers from the General Fund.

AVAILABLE PROJECT FUNDS:

Fire Services Capital Projects Fund (Account No. 434.67930)	\$ 856,000
Total Available Funds	\$ 856,000

ESTIMATED LAND ACQUISITION EXPENDITURES

Land Acquisition	\$ 825,000
Escrow Costs	\$ 8,000
Project Administration and Miscellaneous Costs.....	\$ 23,000
Total Land Acquisition-related Expenditures	\$ 856,000

ANTICIPATED PROJECT SCHEDULE:

Open Escrow.....	March 2012
Complete Land Acquisition.....	May 2012

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

The Fire Department has been planning for future fire facilities in the industrial area at the southernmost portion of the City. The selected site (APN 316-190-035) is approximately 4.78 acres in size, is in an Industrial Business Park zoning area and will

be subdivided into a two lots of 2.50 and 2.78 acres, respectively. The Industrial Fire Station and training tower will be constructed on the 2.50 acre site located on the north side of San Michele Road west of Perris Boulevard. Council is requested to authorize issuance of a purchase order for \$833,000 (\$825,000 acquisition cost plus escrow closing fees) for acquisition of this property.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map

Attachment "B" – Agreement for Conveyance of Real Property

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

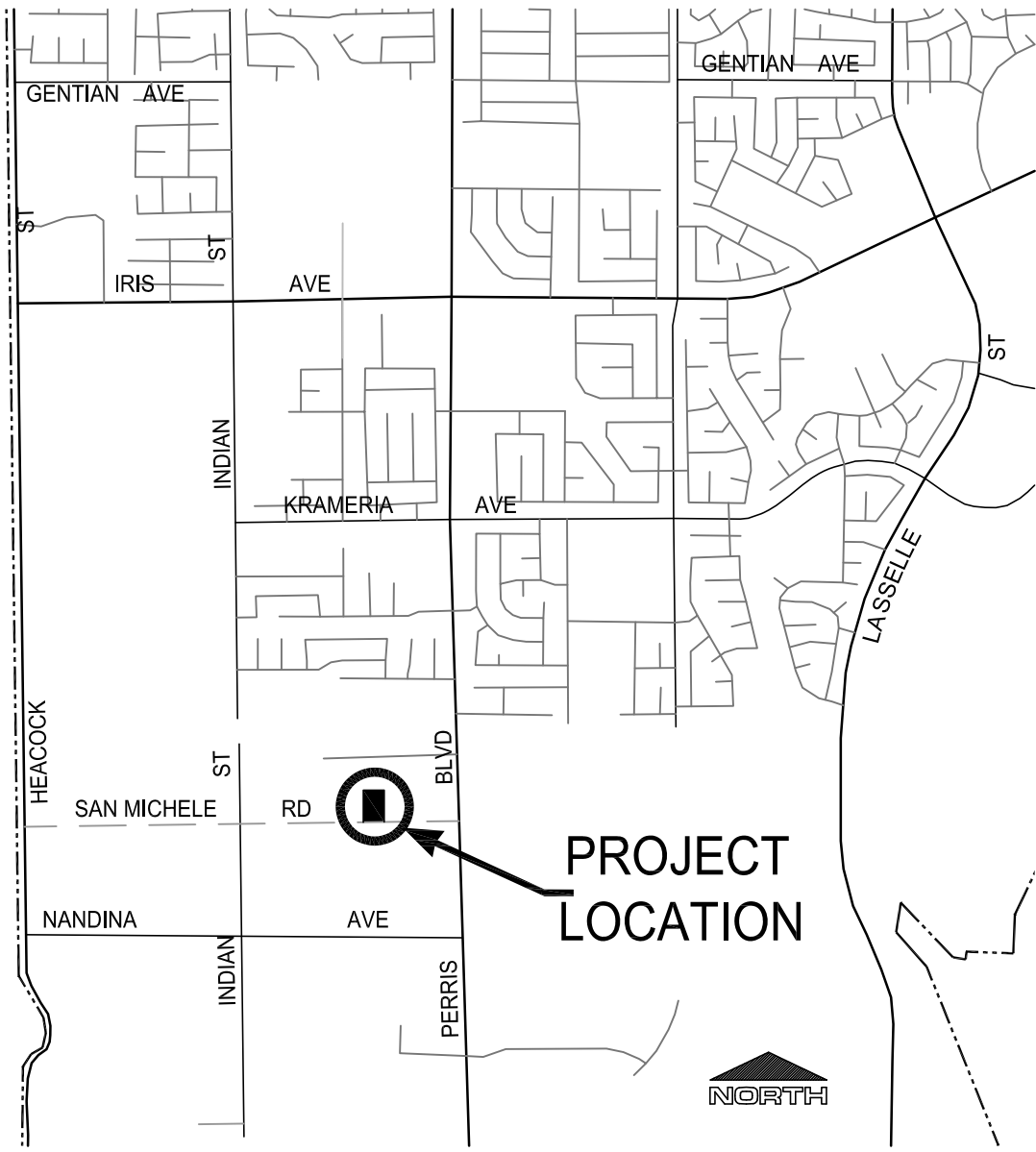
Department Head Concurrence:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

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

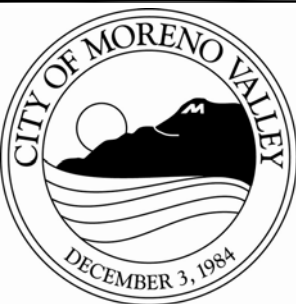
Department Head Approval:
Abdul Ahmad
Fire Chief

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

Y:\Henry - 11-43467930 - Industrial Fire Station\CC Reports\Real Property\Property Conveyance Staff Report - Bowers - 022812 (rev 3).doc



Date: 23 Jan 12 - 10:45 am
 File: W:\CapProj\CapProj\PROJECTS\Henry - 11-43467930 - Industrial Fire Station\Design Phase\Auto CAD\Location Map\Location Map.dwg
 User: deepoks



<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	<h2>INDUSTRIAL FIRE STATION LAND ACQUISITION</h2>
Scale: None	<h3>PROJECT NUMBER 11-43467930</h3>
ATTACHMENT "A"	

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AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT is entered into by and between Angie V. Bowers, Trustee of the Bowers Trust dated April 15, 2004 ("Grantor"), and CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantor owns certain real property located at 24700 San Michelle Road, Moreno Valley, bearing Assessor Parcel No 316-190-035 (the "Property").

B. Grantee desires to purchase the Property and Grantor desire to sell and convey the Property as described in Exhibit A, of which is attached hereto (the "Parcel").

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Parcel.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantor agrees to sell and convey the Parcel for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be fair market value for the Parcel.

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Parcel. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Purchase Price.

The total purchase price for the Parcel shall be the lump sum of Eight Hundred Twenty Five Thousand Dollars (\$825,000.00) which shall be paid by Grantee to Grantor through Escrow Holder in cash at the close of escrow.

2.2 Close of Escrow.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.3 Condition of Title to the Parcel.

Grantor shall convey title to the Parcel to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Parcel only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Parcel at or prior to the Close of Escrow.

2.4 Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

2.5 Investigations.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Parcel for Grantee's intended use thereof. If Grantee determines that the Parcel is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or

tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor. Grantee to indemnify Grantor and provide a policy of general liability insurance of \$1,000,000 for Grantee's employees and agents during the investigative period and name Grantor as additional insured.

2.6 Deposit of Funds and Documents.

(a) Prior to Close of Escrow, Grantee shall deposit into Escrow (I) all Escrow and Closing Costs as described above; (ii) the cash portion of the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

(b) Prior to the Close of Escrow, Grantor shall deposit into Escrow (I) the properly executed Grant Deed conveying the Parcel, and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 Grantor's Conditions Precedent to Close of Escrow.

For the benefit of Grantor, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

Grantor makes the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Parcel over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a

violation of any order or decree or result in the breach of any contract or agreement to which Grantor are at present parties, or by which Grantor are bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantor's knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Parcel or its use, and Grantor has not used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901 et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317 et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantors shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water; In the event Grantors fails to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantors' sole cost and expense. Grantors shall immediately reimburse Grantee for costs and expenses incurred by Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor. Grantors further agrees to indemnify and hold Grantee, its officers, employees, consultants and agents, harmless from any and all liability, costs, fines, penalties, charges and/or claims of any kind whatsoever related to the existence and removal of any Hazardous Materials, contaminated soil and/or water; and/or water at the site.

4. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

A. Grantee shall save harmless and indemnify Grantor against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Parcel is conveyed.

B. Upon the close of escrow, Grantor may reside in the house on the property for a period of four months. The four months will start on the day escrow closes and terminate in four months from that date. Any and all occupants and all personal property shall be moved from the Parcel at the termination of the four month period, no exceptions. After the close of escrow, during the four month occupancy by the Grantor, Grantor shall save harmless and indemnify Grantee against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantor or any other person on or occupying the parcel.

5. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Parcel by Grantee, and Grantor hereby expressly and unconditionally waive any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Parcel.

B. This Agreement arose out of Grantee's efforts to acquire the Parcel through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Parcel or of the Property or of liability by any party to this Agreement. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Parcel or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantor further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property.

C. Grantor hereby acknowledge that they have been advised by their attorney and are familiar with the provisions of California Civil Code section 1542, which provides as follows:

These representations and warranties shall survive the Close of Escrow. "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Grantor acknowledge that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledge that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in Section 5 above.

This acknowledgment and release shall survive the Close of Escrow.

6. REMEDIES

If Grantor default under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantor may, at Grantor' option, terminate the Escrow or pursue any rights or remedies that Grantor may have at law or in equity.

7. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: Angie V. Bowers
24700 San Michele Road
Moreno Valley, CA 92551

Grantee: City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0805
Attention: Henry Ngo, Senior Engineer, P.E.

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above.

Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The parties agree that actual attorneys' fees shall be based on the attorneys fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the City, be laid in Riverside County, California, and the parties waive any right to change of venue.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (I) they are legally required to do so,

whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Parcel and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed for the Parcel.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Moreno Valley.

M. Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: _____

Grantor:

Angie V. Bowers. Trustee

DATED: _____

Grantee:

CITY OF MORENO VALLEY

By: _____

Its: City Manager _____

APPROVED AS TO FORM:

City Attorney

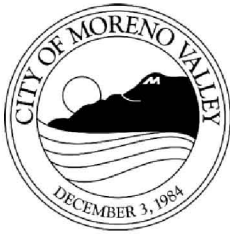
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EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map No. 12368, in the City of Moreno Valley, County of Riverside, State of California, as per map recorded in Book 56, Page 85 of Parcel Maps, in the office of the County Recorder of said county.

Assessor's Parcel Number: **316-190-035**



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

Report to City Council

TO: City Council and Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Mike McCarty, Director of Parks and Community Services

AGENDA DATE: February 28, 2012

TITLE: 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*

RECOMMENDED ACTION

Staff recommends that the City Council and President and Board of Directors of Moreno Valley Community Services District:

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.
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.

BACKGROUND

In 2007, the Community Services District awarded a contract to Los Angeles Engineering to renovate the Moreno Valley Community Park soccer fields. Five Contract Change Orders were issued for various changes in the scope of the work and as a result of weather delays. Los Angeles Engineering completed the project later than the allowed contracted timeframe and refused to process the last three Change Orders. Los Angeles Engineering filed a claim and then a lawsuit in 2009 alleging extra work and extended overhead cost. Gibbs, Giden, Locher, Turner & Senet (GGLTS) were retained to defend the lawsuit and bring the cross-complaint against Los Angeles Engineering.

DISCUSSION

Gibbs, Giden, Locher, Turner & Senet were retained as outside counsel for this case. In January 2009, the City issued a Purchase Order using unencumbered project funds for general legal services for the Moreno Valley Community Park Soccer Field Rehabilitation. Due to the ongoing nature of the litigation, the current Purchase Order is not sufficient to continue the defense of the case and the pursuit of the cross-complaint. Increasing the Purchase Order would allow the City to retain GGLTS to reach a conclusion in the lawsuit. Three sources of funding were used for the project: a State of California grant, Park Improvement Development Impact Fees, and Quimby In-Lieu Fees. In order to use Park Improvement Development Impact Fees for a project, the City must establish a nexus between the development projects paying the fees and the facilities being financed with the fees and the service level to be provided by the facility. Because the soccer fields were expanded by more than 50%, it was reasonable to fund half of the project with Park Improvement Development Impact Fees. The lawsuit is a direct result of the rehabilitation and expansion of the soccer fields. The use of Park Improvement Development Impact Fees for the City to continue to defend the lawsuit and pursue the cross-complaint is established as the result of the project's construction activities. Therefore, the use of Park Improvement Development Impact Fees for legal services against a claim resulting from the Soccer Field Renovations' construction activities is reasonable.

ALTERNATIVES

1. This alternative will allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel to continue the litigation.
2. This alternative will not allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel and may affect the outcome of potential litigation.

FISCAL IMPACT

Approve the transfers of \$220,000 from the a Parkland Facilities Development Impact Fees (DIF) Fund (Fund 205) to the Parks & Community Services Capital Project Fund and said appropriation from Parks & Community Services Capital Project Fund balance to Account 461.65325.7500 (Community Park Renovation) for the purchase order increase and subsequent payments to GGLTS. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2011/2012 Budget (Parkland Fac. DIF)..... \$220,000
Total Available Funds **\$220,000**

Transfer:

	<u>Fund</u>	<u>Acct</u>	<u>Description</u>	<u>Amount</u>
Transfer Out	205	20510.6923	Parkland Facilities DIF	\$220,000
Transfer In	461	65325.7500	Community Park Renovation	\$220,000

Appropriation:

<u>Fund</u>	<u>Acct</u>	<u>Description</u>	<u>Original</u>	<u>Increase</u>	<u>Revised</u>
461	65325.7500	Community Park Renovation	\$0	\$220,000	\$220,000

CITY COUNCIL GOALS**POSITIVE ENVIRONMENT:**

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

Due to the ongoing litigation with Los Angeles Engineering, Inc. over the Moreno Valley Community Park Soccer Field Rehabilitation Project, Staff recommends an appropriation of \$220,000 from Parkland Development Impact Fees (Fund 205) to allow for an increase to the Purchase Order to Gibbs, Giden, Locher, Turner and Senet, LLP. This increase will allow for the continuing payment of legal fees and costs due to the litigation with Los Angeles Engineering.

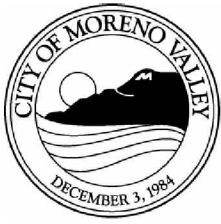
ATTACHMENTS

None

Prepared By:
Tony Hetherman
Parks Projects Coordinator

Department Head Approval:
Mike 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:



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>BAH</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: February 28, 2012

TITLE: 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.
5051 Canyon Crest Drive
Suite 200
Riverside, CA 92507

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Agreement and Bonds for Public Improvements.
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 October 12, 2004, the City Council of the City of Moreno Valley approved project number PA03-0039. The project is located on the south side of Hemlock Avenue, west of Perris Boulevard. The plot plan was a proposal to construct a 26-unit apartment project on 1.72-acres.

DISCUSSION

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 from 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, sewer, and water. Accompanying the agreement are a Faithful Performance Bond in the amount of \$35,000 and a Material and Labor Bond in the amount of \$17,500 issued by The Guarantee Company of North America USA.

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

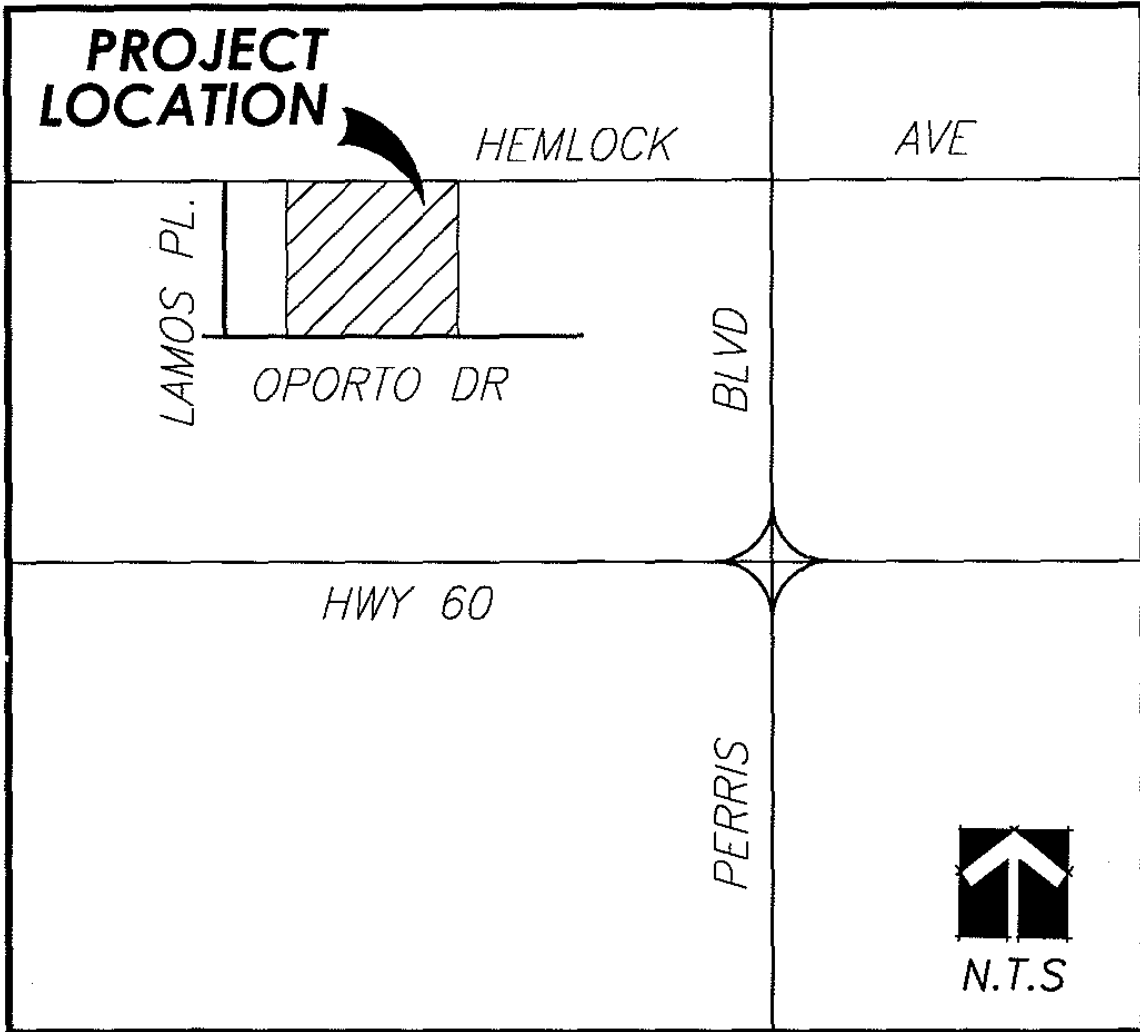
Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

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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CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT
 Exhibit "A"

PA03-0039
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. PA03-0039**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and Rancho Belago Developers, Inc., a California 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 PA03-0039 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 THIRTY-FIVE THOUSAND AND NO/100 Dollars (*****\$35,000.00*****). 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 SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (*****\$17,500.00*****). 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.

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 "A"

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:

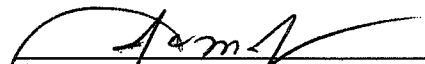
City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Rancho Belago Developers, Inc.,
a California corporation
5051 Canyon Crest Drive, Suite 104
Riverside, CA 92507

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

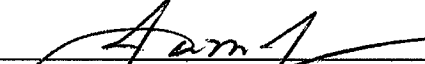
Rancho Belago Developers, Inc., a California corporation:
Developer

BY: 

Signature
James M. Jernigan

Print/Type Name
President

Title

BY: 

Signature
James M. Jernigan

Print/Type Name
Secretary

Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

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EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

1/4/12
VBC

PROJECT: PA03-0039_P10-102
0
26 UNITS APT

PUBLIC PAVEMENT SECTIONS

DATE: 08/29/11
PREPARED BY: Vince Giron

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	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

1/4/12
VBG

PROJECT: PA03-0039_P10-102
0 PUBLIC STREET WORK
26 UNITS APT

DATE: 08/29/11
PREPARED BY: Vince Giron

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	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	0	L.F.	3.00	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	3.00	0
Remove Existing Curb & Gutter	140	L.F.	12.00	1,680
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"	220	L.F.	30.00	6,600
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.	10.25	0
Sidewalk	1320	S.F.	4.25	5,610
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.	6.50	0
Driveway Approach - 8"	196	S.F.	10.50	2,058
Wheelchair Ramp	0	EA.	2,600.00	0
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	0	EA.	15,000.00	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
Reinforced P.C.C. Retaining Walls	0	C.Y.	780.00	0
				0
			SUBTOTAL	15,948
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)	1	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 -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.	10000	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	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.	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	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

1/4/12
UBG

PROJECT: PA03-0039_P10-102
0
26 UNITS APT

PUBLIC STREET WORK (CONTINUED)

DATE: 08/29/11
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	0	EA.	6,000.00	0
SPECIAL DISTRICTS SUBTOTAL:				0
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

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

1/4/12
UBG

PROJECT: PA03-0039_P10-102
0
26 UNITS APT

PUBLIC STORM DRAIN SYSTEM

DATE: 08/29/11
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') (DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

1/4/12
VBC

PROJECT: PA03-0039_P10-102
0
26 UNITS APT

DATE: 08/29/11
PREPARED BY: Vince Giron
PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	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

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

1/4/12
VBC

PROJECT: PA03-0039_P10-102
0
26 UNITS APT

PUBLIC WATER SYSTEMS

DATE: 08/29/11
PREPARED BY: Vince Giron

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.	60.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	1	EA.	4,000.00	4,000
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	2	EA.	1,600.00	3,200
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	2		160.00	320
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	2		525.00	1,050
			0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	2	EA.	1,750.00	3,500
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	4	EA.	235.00	940
	0		0.00	0

SUBTOTAL: 13,010

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

1/4/12
V/BG

PROJECT: PA03-0039_P10-102
0
26 UNITS APT

PUBLIC SEWER SYSTEMS

DATE: 08/29/11
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	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.	630.00	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
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

1/4/12
VBG

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA03-0039_P10-102
0
26 UNITS APT

DATE: 08/29/11
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$0
OFFSITE STREET WORK	:	\$15,948
SPECIAL DISTRICTS	:	\$0
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$0
WATER SYSTEM	:	\$13,010
SEWER SYSTEM	:	\$0
TRAFFIC IMPROVEMENTS	:	\$0
BONDABLE WORK (not plan checked)	:	\$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$28,958
+20% CONTINGENCY:		\$5,792
GRAND TOTAL:		\$34,750

BOND AMOUNT:

\$35,000

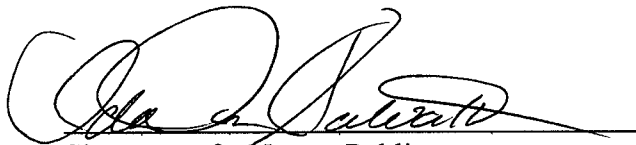
ACKNOWLEDGEMENT

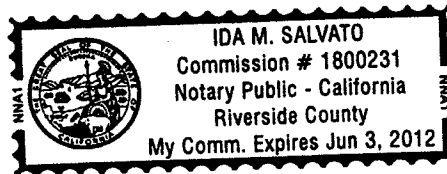
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On Jan 27, 2012 before me, Ida M. Salvato, a notary public, personally appeared James M. Jernigan 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 of a Notary Public



FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements \$35,000.00

Project No. PA03-0039

Bond No. 12080322

Premium \$700.00

Surety The Guarantee Company of North America USA (with CA)

Principal Rancho Belago Developers, Inc., a California corporation.

Address 1800 Sutter Street, Suite 880

Address 5051 Canyon Crest Drive Suite 104

City/Zip Concord, CA 94520

City/Zip Riverside, CA 92507

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Rancho Belago Developers, Inc., a California 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 PA03-0039, 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 The Guarantee Company of North America USA (with CA), as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of THIRTY-FIVE THOUSAND AND NO/100 Dollars (***\$35,000.00***), 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"

Handwritten signature and date 2-7-12
By Date

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA03-0039

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 1, 2012.

NAME OF PRINCIPAL: Rancho Belago Developers, Inc., a California corporation
Company Name

AUTHORIZED SIGNATURE(S): By

<u>[Signature]</u>	_____	<u>President</u>
Name		Title
<u>[Signature]</u>	_____	<u>Secretary</u>
Name		Title

NAME OF SURETY: The Guarantee Company of North America USA A(1111) CA
Company Name

AUTHORIZED SIGNATURE: [Signature]
Mark E. Shreckengast, 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

ACKNOWLEDGMENT

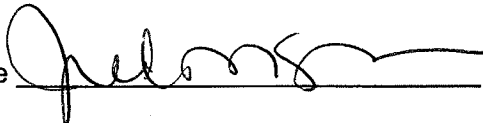
State of California
County of Los Angeles)

On February 01, 2012 before me, Julie M. Shreckengast, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

A(1111) CA

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Mark E. Shreckengast
Summit Surety Insurance Services

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 11th day of February, 2008.



THE GUARANTEE COMPANY OF NORTH AMERICA USA A(1111) CA

[Signature of Stephen Dullard]

Stephen Dullard, Vice President

[Signature of Randall Musselman]

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 11th day of February, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of February, 2012



[Signature of Randall Musselman]

Randall Musselman, Secretary

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements \$17,500.00

Project No. PA03-0039

Bond No. 12080322

Premium Included in Faithful Performance Bond

Surety The Guarantee Company of North America USA A(VIII) CA

Principal Rancho Belago Developers, Inc., a California corporation.

Address 1800 Sutter Street, Suite 880

Address 5051 Canyon Crest Drive

Suite 104

City/Zip Concord, CA 94520

City/Zip Riverside, CA 92507

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Rancho Belago Developers, Inc., a California 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 PA03-0039, 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 SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (***\$17,500.00***), 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.

APPROVED
Approved

Exhibit "D"

By [Signature] Date

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA03-0039

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 1, 2012.

NAME OF PRINCIPAL: Rancho Belago Developers, Inc., a California corporation
Company Name

AUTHORIZED SIGNATURE(S): By:

<u>[Signature]</u>	<u>President</u>
Name	Title
<u>[Signature]</u>	<u>Secretary</u>
Name	Title

NAME OF SURETY: The Guarantee Company of North America USA (V) (CA)
Company Name

AUTHORIZED SIGNATURE: [Signature]
Mark E. Shreckengast, 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

ACKNOWLEDGMENT

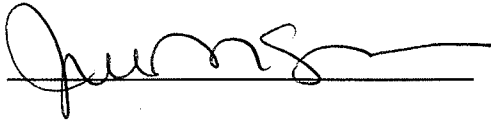
State of California
County of Los Angeles)

On February 01, 2012 before me, Julie M. Shreckengast, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

A(1111) CA

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Mark E. Shreckengast
Summit Surety Insurance Services

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 11th day of February, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA A(1111) CA



Handwritten signature of Stephen Dullard

Stephen Dullard, Vice President

Handwritten signature of Randall Musselman

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 11th day of February, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

Handwritten signature of Cynthia A. Takai

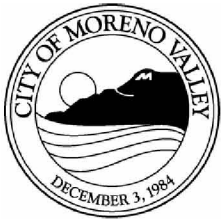
I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of February, 2012.

Handwritten signature of Randall Musselman

Randall Musselman, Secretary





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: February 28, 2012

TITLE: PA07-0168 – MULTI FAMILY RESIDENTIAL – ACCEPT AGREEMENT AND BONDS FOR PUBLIC IMPROVEMENTS

NORTH SIDE OF HEMLOCK AVENUE AND WEST OF PERRIS BOULEVARD

DEVELOPER: Rancho Belago Developers, Inc.
5051 Canyon Crest Drive
Suite 200
Riverside, CA 92507

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Agreement and Bonds for Public Improvements.
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 March 12, 2009, the Planning Commission of the City of Moreno Valley approved project number PA07-0168. The project is located on the north side of Hemlock Avenue, west of Perris Boulevard. The plot plan was a proposal to construct a 52-unit, 13 building apartment complex.

DISCUSSION

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 from 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, sewer, and water. Accompanying the agreement are a Faithful Performance Bond in the amount of \$59,000 and a Material and Labor Bond in the amount of \$29,500 issued by The Guarantee Company of North America USA.

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

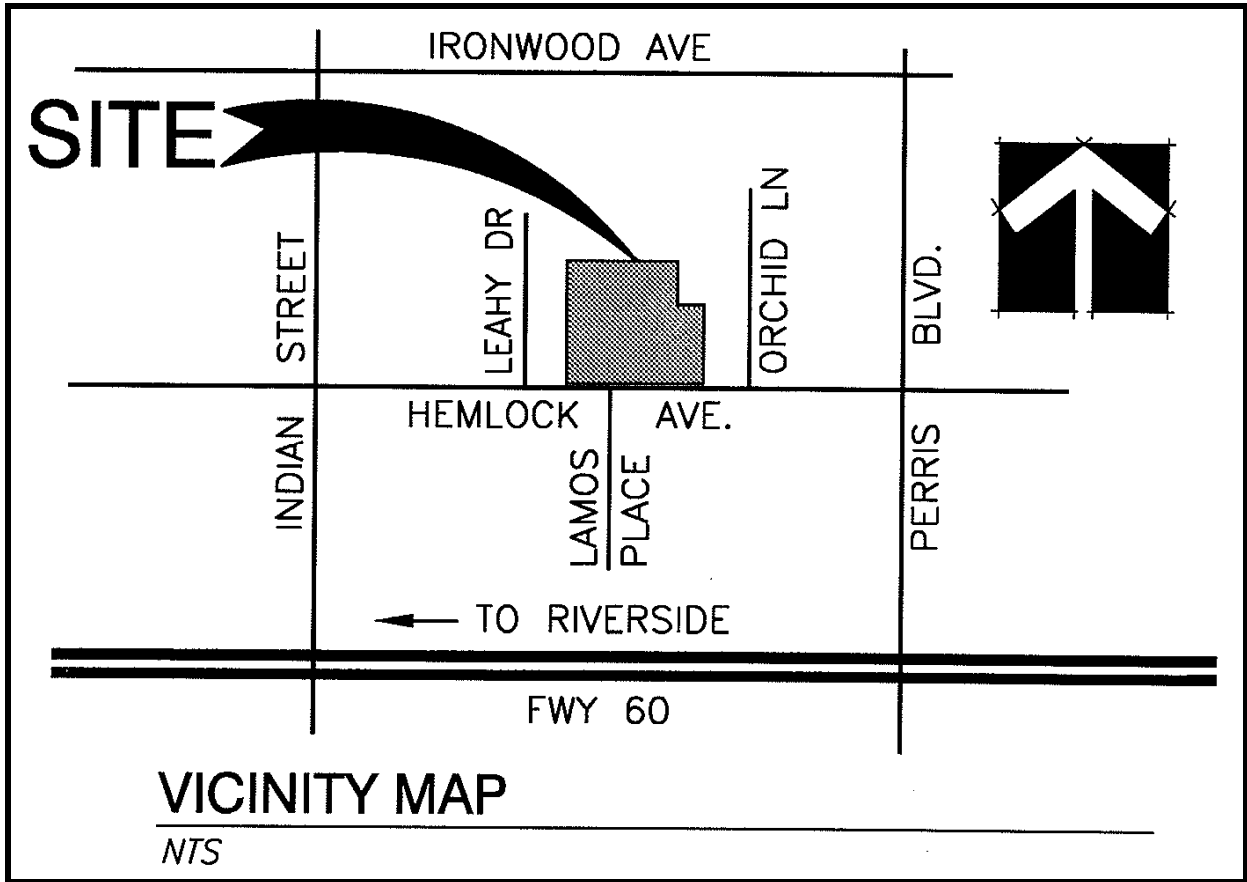
Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

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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CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT
 Exhibit "A"

PA07-0168
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. PA07-0168**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **Rancho Belago Developers, Inc., a California 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 **PA07-0168** 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 **FIFTY-NINE THOUSAND AND NO/100** Dollars (*****\$59,000.00*****). 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 **TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****\$29,500.00*****). 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.

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"

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:
Rancho Belago Developers, Inc.,
a California corporation
5051 Canyon Crest Drive, Suite 104
Riverside, CA 92507

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Rancho Belago Developers, Inc., a California corporation:
Developer

BY: _____
Signature
James M. Jernigan
Print/Type Name
President
Title

BY: _____
Signature
James M. Jernigan
Print/Type Name
Secretary
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 8

Muf 1/25/12

PROJECT: PA07-0168

DATE: 01/16/12

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	0.5	Thickness (ft.)		
	450	S.F.	16 Ton	33.00
A.C. - Street 1	0.33	Thickness (ft.)		800
	450	S.F.	10 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 2	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Street Work - DIF				
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 1	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 2	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Street Work - TUMF				
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 1	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 2	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation		0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
			SUBTOTAL:	1,328

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: PA07-0168

DATE: 01/16/12
PREPARED BY: 0

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	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	450	L.F.	3.00	1,350
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 Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust M.H. to Grade	0	EA.	630.00	0
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Sidewalk	2340	SF	2.00	4,680
Remove Existing Curb & Gutter	376	L.F.	12.00	4,512
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"	376	L.F.	30.00	11,280
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.	10.25	0
Sidewalk	1950	S.F.	4.25	8,288
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	440	S.F.	10.50	4,620
Wheelchair Ramp	0	EA.	2,600.00	0
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	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0.2	AC	5,000.00	1,000
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
				0
SUBTOTAL:				35,730
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	-	0
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	-	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	2	EA.	200.00	400
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.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
				0
SUBTOTAL:				400
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
				0
SUBTOTAL:				0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: PA07-0168

DATE: 01/16/12

PREPARED BY: 0

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	0	EA.	6,000.00	0
			SPECIAL DISTRICTS SUBTOTAL:	0
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

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: PA07-0168

DATE: 01/16/12
PREPARED BY: 0

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
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	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: PA07-0168

DATE: 01/16/12

PREPARED BY: 0

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	1	EA.	3500.00	3,500
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	3,500

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: PA07-0168

DATE: 01/16/12
PREPARED BY: 0

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	2	EA.	4,000.00	8,000
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w 5/8" meter	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	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
Adjust Water Meter Box	0		235.00	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
			SUBTOTAL:	8,000

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: PA07-0168

DATE: 01/16/12
PREPARED BY: 0

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.	630.00	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

M. M. J.
1/25/12

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA07-0168 DATE: 01/16/12
PREPARED BY: 0

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$1,328
OFFSITE STREET WORK	:	\$35,730
SPECIAL DISTRICTS	:	\$0
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$3,500
WATER SYSTEM	:	\$8,000
SEWER SYSTEM	:	\$0
TRAFFIC IMPROVEMENTS	:	\$400
BONDABLE WORK (not plan checked)	:	\$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$48,958
+20% CONTINGENCY:		\$9,792
GRAND TOTAL:		\$58,749

BOND AMOUNT: \$59,000

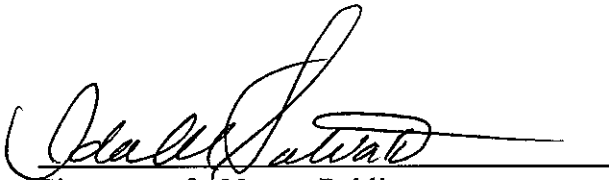
ACKNOWLEDGEMENT

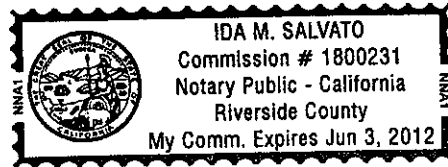
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On Jan 27, 2012 before me, Ida M. Salvato, a notary public, personally appeared JAMES M. Jernigan 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 of a Notary Public



FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements \$59,000.00

Project No. PA07-0168

Bond No. 12080323

Premium \$1,180.00

Surety ^{AGNUSA}
The Guarantee Company of North America USA

Principal Rancho Belago Developers, Inc.,
a California corporation.

Address 1800 Sutter Street, Suite 880

5051 Canyon Crest Drive

Address Suite 104

City/Zip Concord, CA 94520

City/Zip Riverside, CA 92507

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Rancho Belago Developers, Inc., a California 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 PA07-0168, 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 ^{AGNUSA}The Guarantee Company of North America USA, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **FIFTY-NINE THOUSAND AND NO/100 Dollars (**\$59,000.00**)**, 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. Alon 2-7-12
By Date

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA07-0168

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 1, 2012.

NAME OF PRINCIPAL: Rancho Belago Developers, Inc., a California corporation
Company Name

AUTHORIZED SIGNATURE(S): By

<u>[Signature]</u>	<u>President</u>
Name	Title
<u>[Signature]</u>	<u>Secretary</u>
Name	Title

NAME OF SURETY: The Guarantee Company of North America USA A(0111)CA
Company Name

AUTHORIZED SIGNATURE: [Signature]
Mark E. Shreckengast, 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

ACKNOWLEDGMENT

State of California
County of Los Angeles)

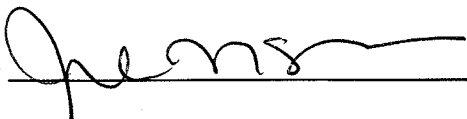
On February 01, 2012 before me, Julie M. Shreckengast, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

A(VIII)CA

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Mark E. Shreckengast
Summit Surety Insurance Services

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 11th day of February, 2008.



THE GUARANTEE COMPANY OF NORTH AMERICA USA A(VIII)CA

[Signature of Stephen Dullard]

Stephen Dullard, Vice President

[Signature of Randall Musselman]

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 11th day of February, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of February, 2012.



[Signature of Randall Musselman]

Randall Musselman, Secretary

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements \$29,500.00

Project No. PA07-0168

Bond No. 12080323

Premium Included in Faithful Performance Bond

Surety The Guarantee Company of North America USA

Principal Rancho Belago Developers, Inc., a California corporation.

Address 1800 Sutter Street, Suite 880

Address 5051 Canyon Crest Drive Suite 104

City/Zip Concord, CA 94520

City/Zip Riverside, CA 92507

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Rancho Belago Developers, Inc., a California 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 PA07-0168, 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 TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 Dollars (**\$29,500.00**), 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.

RISK MANAGEMENT
Approved

Exhibit "D"

Signature and Date: m. [unclear] 2-7-12

By Date

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA07-0168

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 1, 2012.

NAME OF PRINCIPAL: Rancho Belago Developers, Inc., a California corporation
Company Name

AUTHORIZED SIGNATURE(S): By:

<u>[Signature]</u>	<u>Resident</u>
Name	Title
<u>[Signature]</u>	<u>Secretary</u>
Name	Title

NAME OF SURETY: The Guarantee Company of North America USA ALVINCA
Company Name

AUTHORIZED SIGNATURE: [Signature]
Mark E. Shreckengast, 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

ACKNOWLEDGMENT

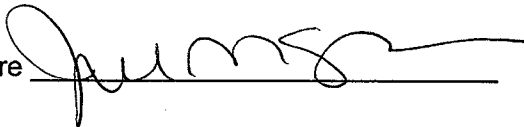
State of California
County of Los Angeles)

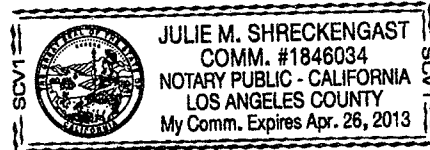
On February 01, 2012 before me, Julie M. Shreckengast, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

A(VIII) CA

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Mark E. Shreckengast
Summit Surety Insurance Services

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 11th day of February, 2008.



THE GUARANTEE COMPANY OF NORTH AMERICA USA A(VIII) CA

[Signature of Stephen Dullard]

Stephen Dullard, Vice President

[Signature of Randall Musselman]

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 11th day of February, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of February, 2012.



[Signature of Randall Musselman]

Randall Musselman, Secretary



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, and the Mayor and City Council, acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: February 28, 2012

TITLE: APPROVE THE CHARGING OF ENTRY FEES FOR THE CITY'S 2012 FOURTH OF JULY FESTIVAL

RECOMMENDED ACTION

Staff recommends that the City Council approve the charging of fees for the City of Moreno Valley's 2012 Fourth of July Festival.

COUNCIL SUBCOMMITTEE RECOMMENDATION

At the February 22nd meeting of the City Council July 4th Subcommittee, the Subcommittee recommended the charging of fees for the Fourth of July afternoon festival. This recommendation was made in part based upon the recommendation of the Citizen's Advisory Committee. The Subcommittee recommends charging the following for entry into the festival:

- Day of the event: \$3 per person
- Pre sale (June 11 through July 3): \$2 per person, \$10 for a family of up to 6
- Children under 5 years old will be free of charge
- Military personnel with identification will be free of charge

In order to promote early attendance and participation at the festival, the Subcommittee recommends that entry be free prior to 4:00 p.m.

BACKGROUND

With the exception of 2011, the City has sponsored the Fourth of July celebration, which includes the parade, festivities, and fireworks program. The Festival and Fireworks attracts an estimated 15,000 spectators to Morrison Park and Mountain View Middle School. A Council Subcommittee and Citizens Advisory Committee were established in 2011 to provide direction and assistance to staff in reinstating this annual celebration.

DISCUSSION

The 2012 Independence Day festivities will take place on Wednesday, July 4, 2012.

The afternoon activities will be held at Mountain View Middle School and Morrison Park beginning at 2:00 p.m. Staff is anticipating approximately 15,000 spectators to attend the festivities. Activities at the festival include food, wine/beer both, arts and crafts, and non-profit information booths. Highlights of the evening will consist of local youth bands, main stage events, possibly the third Moreno Valley Idol competition, and a spectacular fireworks show at 9:00 p.m.

Currently there is no budget allocated for the Independence Day Festivities, however staff has submitted a mid-year budget adjustment for City Council's approval in the amount of \$50,000 to help subsidize this year's activities. While the July 4th Advisory Committee has been diligently soliciting sponsorships, the Advisory Committee recommends charging a nominal fee to patrons to help cover expenses. The Council Subcommittee indicated that implementing the nominal charge may also provide seed money to ensure that the annual celebration continues in the future.

ALTERNATIVES

1. Approve the charging of fees for the City of Moreno Valley's 2012 Fourth of July Festival. ***City Staff, the Citizens Advisory Committee, and the July 4th Council Subcommittee recommend this alternative.***
2. Not approve the charging of fees for the City of Moreno Valley's 2012 Fourth of July Festival. ***City Staff, the Citizens Advisory Committee, and the July 4th Council Subcommittee does not recommend this alternative.***

FISCAL IMPACT

Charging an entry fee for attending the City's 4th of July Festival could possibly generate approximately \$25,000 - \$35,000.

NOTIFICATION

Publication of the Agenda.

ATTACHMENTS/EXHIBITS

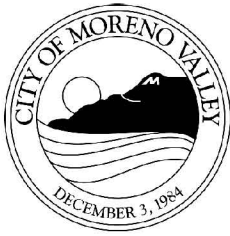
None

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 28, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the City Council:

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

BACKGROUND

On September 13, 2011, City Council and the Community Redevelopment Agency awarded a construction contract in the amount of \$335,483.30 to STI Inc. Trucking and Materials, for the Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue project. Purchase orders of \$402,579.96, inclusive of a 20% contingency, were issued to the Contractor. The project construction work began on October 25, 2011.

DISCUSSION

The Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue project involved the construction of approximately 220 linear feet of 30" diameter RCP storm drain, 65 linear feet of 24" diameter RCP storm drain, two (2) portland cement concrete (PCC) catch basins, two (2) parkway culverts, a junction structure, a storm drain manhole, and other associated storm drain improvements. The project also included roadway reconstruction improvements, including new asphalt concrete (AC) pavement, Type 8 integral PCC curb and gutter, PCC sidewalks, driveways, striping, and other related road improvements. Completion of this project improved surface drainage in the project area.

STI Inc. Trucking and Materials completed the project construction on December 28, 2011. There were two (2) Contract Change Orders for this project. Contract Change Order No. 1 did not increase the contract total. Contract Change Order No. 2 (Final) resulted in an overall decrease to the contract total by \$3,884.83. The final contract total cost was \$331,598.47, which did not exceed the \$402,579.96 approved purchase orders amount. The improvements were completed on schedule, within budget, and in accordance with the approved contract documents.

ALTERNATIVES

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; 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 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 accept the improvements into the City's maintained road system. *This alternative will result in 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 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; 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 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 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 cost to the City.

FISCAL IMPACT

The project is included in the Fiscal Year 2011/2012 Capital Improvement Plan (CIP) Budget. Subsequent to the approval of the Fiscal Year 2011/2012 CIP Budget, \$350,000 of RDA 2007 Tax Allocation Bonds (TABS) funds (Fund 897) was transferred by a Budget Appropriation Adjustment (BAA) in accordance with the City's procurement policy Section # 3.11 from the SR-60 / Nason Street Overcrossing Bridge (Account No. 897.91728) to the Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue (Phase II) (Account No. 897.91724). \$250,000 is funded by RDA Capital Projects (Fund 892) and \$350,000 is funded by RDA 2007 Tax Allocation Bonds (TABS) (Fund 897) funds.

These funds are allocated for the subject project and cannot be utilized for operational activities. There is no impact on the General Fund.

PROJECT BUDGET:

Fiscal Year 2011-2012 Budget (Account No. 892.77922)	\$250,000
Fiscal Year 2011-2012 Budget (Account No. 897.91724).....	<u>\$350,000</u>
Total Project Budget	\$600,000

CONSTRUCTION RELATED COSTS:

Design Support Services during Construction.....	\$10,000
Contractor Construction Costs	\$332,000
Construction Geotechnical Services.....	\$5,000
Construction Survey Services	\$13,000
Project Management and City Inspection.....	\$25,000
Administrative and Miscellaneous	<u>\$40,000</u>
Total Construction Related Costs.....	\$425,000

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

STI Inc. Trucking and Materials has completed the Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue project. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, authorize the release of retention to STI Inc. Trucking and Materials, and accept the improvements into the City’s maintained road system.

ATTACHMENTS

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

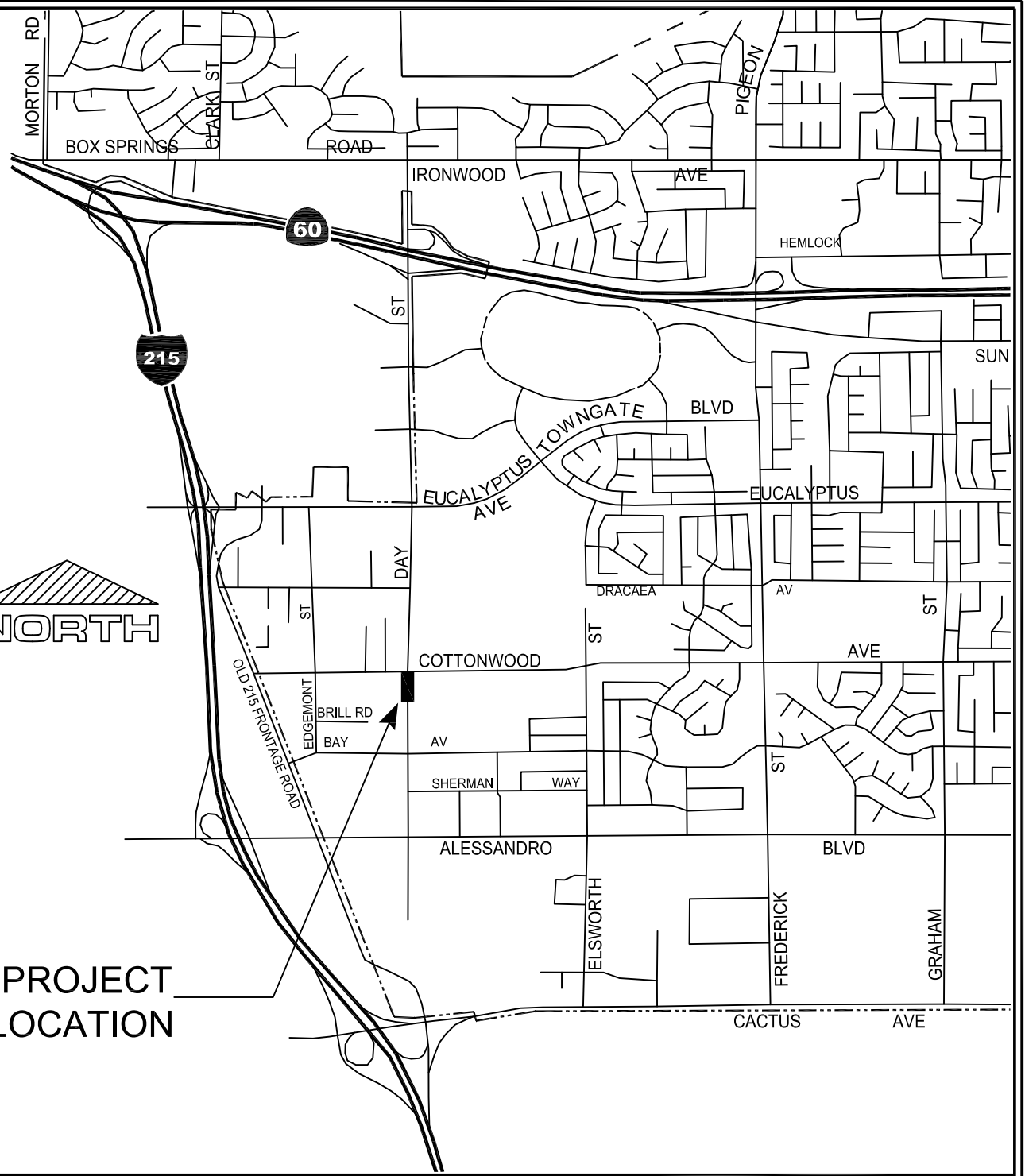
Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

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

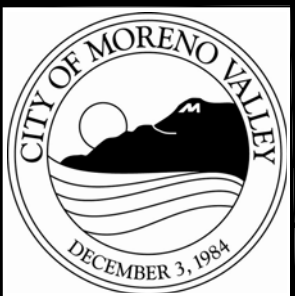
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PROJECT
LOCATION

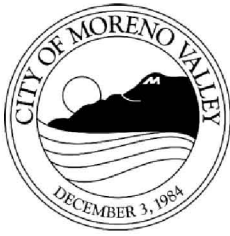


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User: dmpata



<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	<h2>DAY STREET DRAINAGE IMPROVEMENTS</h2>
Scale: None	690 FEET SOUTH OF COTTONWOOD AVENUE TO COTTONWOOD AVENUE (PHASE II)
ATTACHMENT "A"	<h3>PROJECT NUMBER 02-89266920</h3>

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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: Barry Foster, Community and Economic Development Director
Ahmad R. Ansari, P.E., Public Works Director / City Engineer

AGENDA DATE: February 28, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the City Council:

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, in the form attached hereto.
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, in the form attached hereto.
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).

BACKGROUND

On September 23, 2008, the City Council awarded to VA Consulting Inc. the preliminary engineering and conceptual design plan for the Auto Mall Improvements. On January 13, 2009, the City Council approved the Auto Mall Improvements Project as part of the reprioritization of Capital Projects to be funded by 2007 RDA Bonds. On March 17, 2009 a final conceptual plan to rejuvenate the mall was presented to the City Council at a Study Session and was approved for final design. On April 28, 2009 the City Council authorized VA Consulting Inc. to proceed with the final design plans and specifications. The major elements of the plan consist of new sign monuments, vehicle display areas, and street and landscaping enhancement to the Auto Mall area.

In the two-phase conceptual improvement plan, the first improvement authorized by City Council at its meeting on June 22, 2010, was the construction of the freeway pylon sign. On July 12, 2011, City Council authorized the Public Works Director/City Engineer to accept the work as complete for the freeway pylon sign and completing the first phase.

As part of the FY 11/12 budget, on June 14, 2011, City Council appropriated budget savings from the pylon sign construction project for Phase II construction which includes new landscaping, monument signs and a variety of other enhancements at the southeast corner of Auto Mall Parkway and Eucalyptus Avenue and the northeast corner of Auto Mall Parkway (Moreno Beach Drive) and Auto Mall Drive.

DISCUSSION

The Moreno Valley Auto Mall is currently comprised of eight (8) auto dealerships. The City and the Community Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase business advantageous by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The increase in Auto Mall business has the potential to increase additional opportunities for employment and enhance other long term related business benefits for the local community. The freeway pylon sign was completed as Phase I of the approved conceptual plan.

Based on the successful completion of the Phase I project and the resulting cost savings, Phase II of the Auto Mall improvements includes street enhancement and landscape

improvements to the southeast corner of Auto Mall Parkway at Eucalyptus Avenue and the northeast corner of Auto Mall Parkway (Moreno Beach Drive) at Auto Mall Drive. Work to be completed includes the replacement of the two existing Auto Mall entry way concrete monument signs with new multi-dealership 14-foot high by 7-foot wide signs with eight (8) backlit tenant (dealership) panels similar in architectural features of the recently completed pylon sign, construction of pedestrian access friendly sidewalks and driveways including curbs and ramps, construction of six automobile display pads, and landscape, irrigation, and lighting improvements to improve the overall attractiveness of the area.

The project was advertised for construction bids on October 27, 2011. On December 7, 2011, formal bidding procedures were followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 2:00 p.m., for the subject project.

Three (3) valid bids received are as follows:

<u>CONTRACTORS</u>	<u>Total Bid Amount</u>
1. Sean Malek Engineering and Construction	\$575,649.95
2. Blair Rasmussen Construction, Inc.....	\$624,787.62
3. Hillcrest Contracting, Inc.....	\$667,969.31
Engineer's Estimate.....	\$565,000.00

Staff has reviewed the bid by Sean Malek Engineering and Construction (SME&C) and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through the review of the references submitted by SME&C. There was one minor bid irregularity with the low bidder's proposal in that SME&C did not acknowledge the one addendum (Addendum No. 1). SME&C has subsequently acknowledged receipt of Addendum No. 1 in writing. Addendum No. 1 increased the number of working days allowed for the project from sixty (60) working days to ninety (90) working days. In concurrence with the City Attorney's Office, staff agrees that the addendum does not materially affect the low bid submitted.

The project was bid on the basis of a Base Bid and three (3) Additive Alternate Bids, "A", "B", and "C". The Base Bid submitted by Sean Malek Engineering and Construction, bid in the amount of \$496,641.95, includes civil, landscaping, and electrical work including removals and construction of a driveway, curb and gutter, sidewalks, and access ramps, construction of the monument signs, installation and 90-day maintenance of trees, shrubs, and the demolition of existing and installation of new lighting fixtures. Additive Alternate Bid "A", bid in the amount of \$44,316, includes irrigation, planting and 90-day maintenance of additional trees and shrubs and additional tree and display lighting at the southwest corner of Eucalyptus Avenue and Motor Way. Additive Alternate Bid "B", bid in the amount of \$5,982, includes additional irrigation work and planting and 90-day maintenance of additional shrubs at the northwest corner of Auto Mall Drive and Motor Way. Additive Alternate Bid "C", bid in the amount of \$28,000, includes slurry seal and striping of Eucalyptus Avenue. The total of all Additive Alternate Bids is \$79,008. The bid documents

stipulated that the low bidder would be determined on the basis of the total of the Base Bid and the Additive Alternate Bids but that selection of any or all of the Additive Alternates will be based on available funds. Due to limited available funds, staff recommends authorizing the award of construction to SME&C for only the Base Bid work items in the amount of \$496,641.95.

The State's decision regarding the ability of Redevelopment Agencies to execute new contracts has delayed the construction award past the 60-day time frame specified to render the original bid valid in accordance with the project specifications. SME&C's bid expired on February 7, 2012, however the City received a letter of commitment from the Contractor that the original bid prices would hold if the contract was approved at tonight's City Council meeting.

Staff requested and received a proposal to provide Design Support Services during Construction from VA Consulting, the design engineer of record for the project. VA Consulting, Inc. completed the engineering design and design support services during construction for the pylon sign (Phase I) and has completed the engineering design for the street improvements (Phase II) of the project. Therefore, staff recommends executing a Project Specific Agreement for Design Support Services during Construction with VA Consulting, Inc. Specific services provided by VA Consulting, Inc. under this Agreement include, but are not limited to, responding to requests for information from the contractor and subcontractors concerning the plans and specifications, construction field review, and preparation of as-built plans.

ALTERNATIVES

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, authorize the City Manager to execute the contract with Sean Malek Engineering and Construction, in the form attached hereto, 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), 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, 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, in the form attached hereto, and 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). *This alternative will allow for much needed improvements.*

2. Do not 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, do not authorize the City Manager to execute the contract with Sean Malek Engineering and Construction, in the form attached hereto, do not 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), do not 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, do not 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, in the form attached hereto, and do not 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). *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Moreno Valley Auto Mall Street and Landscape Improvements construction phase of this project is included in Fiscal Year 2011-2012 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities. There is no impact on the General Fund.

FISCAL YEAR 2011/2012 BUDGETED AND AVAILABLE FUNDS:

Auto Mall Street Upgrades Budget (Account No. 897.91725)	\$682,300
Auto Mall Street Upgrades Phase II Available Funds For Construction Phase	\$584,500

ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Services	\$14,900
Contractor Construction Costs (includes 5% contingency).....	\$522,000
Project Administration and City Inspection Costs*	\$37,000
Construction Geotechnical Services.....	\$5,000
Construction Survey Services	<u>\$5,000</u>
Total Estimated Construction Related Costs	\$583,900

* Public Works and consultant staff will provide Project Administration and inspection services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	February 2012
Start Construction.....	April 2012
Complete Construction.....	August 2012

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

This staff report is requesting that City Council authorize the agreements necessary to construct the proposed street and landscape improvements for the Moreno Valley Auto Mall at Eucalyptus Avenue, Motor Way, and Moreno Beach Drive at Motor Way. The improvements will enhance circulation of the Auto Mall and will provide the opportunity for increased business by creating attractive aesthetic elements as part of the prior approved conceptual plan for the Auto Mall upgrades. The City Council is requested to authorize the award of the construction to Sean Malek Engineering and Construction and is requested to authorize the issuance of a Purchase Order in the amount of \$521,474.05 for the base bid plus contingency. Furthermore, City Council is requested authorize the execution of a Project Specific Agreement for Design Support Services during Construction with VA Consulting, Inc. and authorize the issuance of a Purchase Order in the amount of \$14,900.00 when the Agreement has been executed by all parties.

NOTIFICATION

Adjacent property owners, business owners, law enforcement, fire department and other emergency services responders in the area will be notified of the proposed construction.

ATTACHMENTS

- Attachment “A” – Vicinity Map
- Attachment “B” – Agreement with Sean Malek Engineering and Construction
- Attachment “C” – Project Specific Agreement with VA Consulting, Inc.

Prepared By:
 Guy Pegan, P.E.
 Senior Engineer, P.E.

Department Head Approval:
 Barry Foster
 Community and Economic Development Director

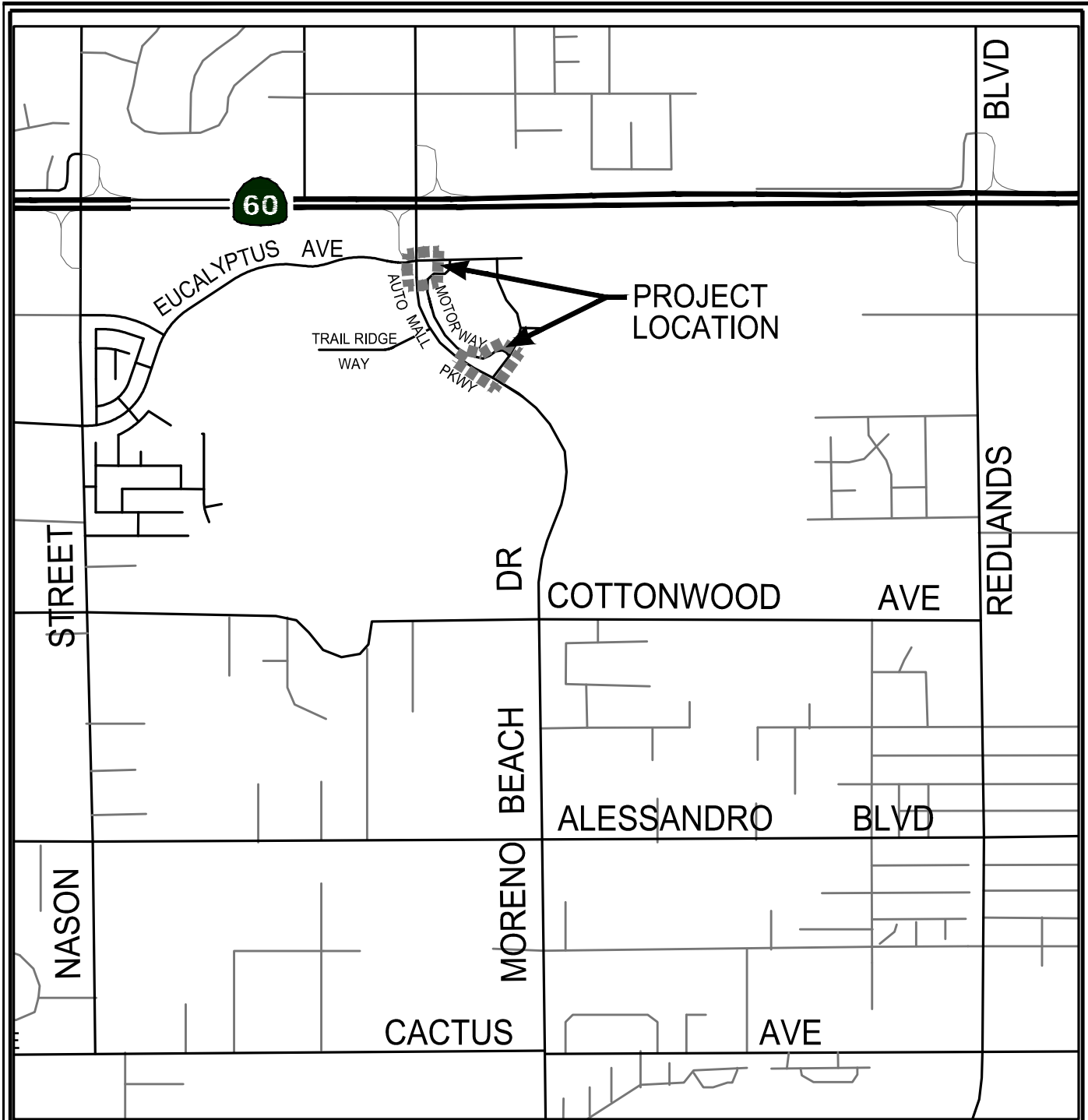
Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

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

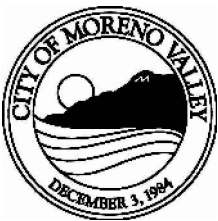
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 08-89791725
MORENO VALLEY AUTO MALL
IMPROVEMENTS

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AGREEMENT

PROJECT NO. 08-89791725

CITY OF MORENO VALLEY AUTO MALL STREET IMPROVEMENT PROJECT

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 Sean Malek Engineering and Construction, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The written Agreement includes all of the following:
 - a. Any and all Contract Change Orders issued after execution of this Agreement
 - b. Addenda Nos. One inclusive, issued prior to the opening of the Bids
 - c. The bound Bid Documents
 - d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
 - e. The project Plans
 - f. The Standard Plans
 - g. The Standard Specifications
 - h. Reference Specifications, all of which are essential parts of this Agreement
 - i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) only in the sum total amount of **\$496,641.95**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **ninety (90) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

Attachment "B"

AGREEMENT
PROJECT NO. 08-89791725

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of \$600.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall name as additional insured, the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

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

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without sixty (60) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 60 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and

**AGREEMENT
PROJECT NO. 08-89791725**

property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insured 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.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of

AGREEMENT
PROJECT NO. 08-89791725

Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

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

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD) its officers, agents, and employees, harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, subcontractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

AGREEMENT
PROJECT NO. 08-89791725

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

16. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

**AGREEMENT
PROJECT NO. 08-89791725**

CITY OF MORENO VALLEY, Municipal Corporation

Sean Malek Engineering and Construction

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Contract Agreement on behalf of the Contractor must be acknowledged before a notary public.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)**

PROJECT NO. 08-89791725

CITY OF MORENO VALLEY AUTO MALL PROJECT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley, State of California, known as "City," has awarded to Sean Malek Engineering and Construction as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, effective on the date signed by the City Manager, acting in his capacity as the Executive Director of the Community Redevelopment Agency, and identified as **Project No. 08-89791725**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Agreement is required to furnish a bond guaranteeing the faithful performance of said Contract 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 Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Agreement 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 Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

**FAITHFUL PERFORMANCE BOND
PROJECT NO. 08-89791725**

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 an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
 Corporate Officer

(Title)

- Partner (s)
 Attorney-in-Fact
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly 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.

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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NO. 08-89791725

CITY OF MORENO VALLEY AUTO MALL PORJECT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley, State of California, known as "City", has awarded to **Sean Malek Engineering and Construction** as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, effective on the date signed by the City Manager, acting in his capacity as Executive Director of the Community Redevelopment Agency, and identified as **Project No. 08-89791725**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement 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, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

**LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 08-89791725**

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 an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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- 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.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

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**PROJECT SPECIFIC AGREEMENT FOR DESIGN SUPPORT SERVICES DURING
CONSTRUCTION
CITY OF MORENO VALLEY AUTO MALL STREET IMPROVEMENT PROJECT
PROJECT NUMBER 08-89791725**

This Agreement is made and entered into as of the date signed by the Public Works Director / City Engineer, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and VA Consulting, Inc., a California corporation, hereinafter described as "Consultant."

RECITALS

WHEREAS, the City has pre-qualified Consultant for on-call consultant work in an Agreement ("On-call Agreement") executed on May 29, 2008, for services hereinafter described as "Project"; and

WHEREAS, the City has amended the On-Call Agreement (First Amendment to Agreement) executed on April 10, 2009; and

WHEREAS, the City has amended the On-Call Agreement (Second Amendment to Agreement) executed on May 3, 2010; and

WHEREAS, the City has amended the On-Call Agreement (Third Amendment to Agreement) executed on March 30, 2011; and

WHEREAS, the City wishes to engage the services of Consultant for the Project set forth in Exhibit "A".

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

1. The previously executed On-Call Agreement and subsequent Amendments between City and Consultant are incorporated herein by reference and made a part of this Agreement as if set forth in full and available for review in the City Engineer's office. Notwithstanding any

Attachment "C"

**PROJECT SPECIFIC AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 08-89791725**

expiration or termination of the On-Call Agreement or Amendment, all terms and provisions of the aforementioned On-Call Agreement and Amendments incorporated herein shall survive the expiration or termination of such Agreement or Amendment for the duration of this Project Specific Agreement. In the event of a conflict between this Agreement and the On-Call Agreement, the most current amendment shall prevail.

2. The City's scope of service is for the City of Moreno Valley Auto Mall Street Improvement project for Design Support Services during Construction and is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference.

3. The Consultant's scope of service is described in detail in Exhibit "B" attached hereto and incorporated herein by this reference.

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

5. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$14,900 in accordance with the payment terms provided in Exhibit "D", attached hereto and incorporated herein by this reference.

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

7. This agreement will terminate on December 31, 2012 unless the termination date is extended by an amendment to the agreement.

8. Consultant shall provide updated insurance documentation, certificates or endorsements unless specifically waived by the City's Risk Manager.

SIGNATURE PAGE FOLLOWS

**PROJECT SPECIFIC AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 08-89791725**

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

City of Moreno Valley

VA Consulting, Inc.

BY: _____
Department Head

BY: _____

Date

TITLE: _____
(President or Vice President)

Date

<p><u>INTERNAL USE ONLY</u> APPROVED AS TO LEGAL FORM:</p> <p>_____ City Attorney</p> <p>_____ Date</p>

BY: _____

TITLE: _____
(Corporate Secretary)

Date

- Enclosures: Exhibit "A" – Scope of Services
Exhibit "B" – Consultant Scope of Services/Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

Scope of Services

Task 1: Meetings

Consultant shall attend the pre-construction meeting as well as field meetings as necessary.

Task 2: Site Inspections and Project Certification Letter

The Consultant shall perform site inspections periodically throughout the project construction to ensure the work is being performed in conformance with the Street Improvement Plans and Project Specifications. After the final site visit, the Consultant shall prepare a Project Certification Letter.

Task 3: Respond to Requests for Information (RFIs)

The Consultant shall respond to requests for information from the Contractor and the City as necessary for successful project completion.

Task 4: Review of Contract Design/Build Submittals and Monument Signs

The Consultant shall review the contract design/build submittals for the two (2) project monument signs. The Consultant shall insure that the submittal and sign installation meet the requirements of the project specifications.

Task 5: Preparation of "As-Built" Plans

The Consultant shall prepare and submit As-Built plans to the City.

Exhibit "A"



November 23, 2011

Mr. Guy Pegan, P.E.
City of Moreno Valley
Public Works Department, Capitol Projects Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Mr. Pegan:

This letter is a change order request for additional engineering support services during construction related to the Moreno Valley Auto Mall Final Design Project (Purchase Order No. 37386, City Project No. 08-89791725).

The consultant services include: meeting attendance, design support during construction, field reviews, and preparation of "as-built drawings". The estimated fees for the services are \$14,900.

A detailed scope of services (Exhibit A) and proposed fees (Exhibit B) are included with this letter. Our services will be provided on a not to exceed fee basis, in accordance with our original contract fee schedule.

We will initiate work upon your approval of this proposal addendum and your authorization to proceed. If you have any questions, please contact John Wolter at (949) 474-1401, ext. 283 or me at (949) 474-1401, ext. 212.

Sincerely,

A handwritten signature in black ink, appearing to read 'Max P. Vahid', written over a horizontal line.

Max P. Vahid, P.E.
President and CEO

MPV/cjt

Enclosure

cc: John Wolter, Contracts

VA Consulting, Inc.
Corporate Office
Orange County Division
6400 Oak Canyon, Suite 150
Irvine, CA 92618

Phone 949.474.1400
Fax 949.261.8482

EXHIBIT "B"

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EXHIBIT "A"
ADDENDUM FOR
ENGINEERING SERVICES DURING CONSTRUCTION
MORENO VALLEY AUTO MALL FINAL DESIGN PROJECT
CITY OF MORENO VALLEY, CALIFORNIA

SCOPE OF SERVICES.

The scope of the services is as follows.

1. Meetings Attendance
VA Consulting Inc. (VA) will attend the Pre-Construction Meeting and up to four additional monthly construction team meetings. For the purpose of this proposal, we have assumed 18 hours for meeting attendance.
2. Site Inspections (Non-Monument Sign) and Project Certification Letter
VA will perform a site inspection at both the middle and end of construction to observe if the work was performed in substantial conformance with the Street Improvement plans and specifications. SJA Landscape Architecture (SJA) and JCA Electrical (JCA) will perform a single site inspection at the end of construction. Following the final site visits, VA will prepare a Project Certification Letter. Site inspections related to the monument signs are included in item 4 below.
3. Respond to RFIs
When requested by the City Project Manager, VA, SJA, and JCA will respond to requests for information (RFI) from the Contractor and the City. For the purpose of this proposal, VA has assumed 12 hours for responding to RFIs, SJA has assumed 6 hours, and JCA has assumed 4 hours.
4. Review of Contract Design/Build Submittals for Monument Signs and Site Visits
This task includes design support services to review contract design/build submittals for the two monument signs. These services are required for the City's consultant engineer of record to insure that the design / build contractor submittals and the sign installation meet the requirements of the project specifications only. It is our understanding that the City's geotechnical engineer will certify that the foundation design requirements are met, and the contractor's Deputy Inspector and registered civil engineer who will design the sign and structure, will certify that the work meets the approved sign design submittals.

For the purpose of this proposed change order we have assumed that there will be two (2) reviews of the contract design submittal package and two (2) site inspection visits. We have also assumed that the initial review package will be submitted in its entirety and not submitted in separate parts.
5. Preparation of "As-Built" Plans
VA staff will obtain red line mark-ups to the plans prepared by the Contractor and City Inspector. VA, SJA, and JCA will then incorporate the red line mark-ups into CADD files and submit the "as-built" plans to the City.
6. Reimbursable Expenses
This task provides for messenger services, reproduction services and mileage required to perform the services.

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EXHIBIT "B"
ADDENDUM FOR
ENGINEERING SERVICES DURING CONSTRUCTION
MORENO VALLEY AUTO MALL FINAL DESIGN PROJECT
CITY OF MORENO VALLEY, CALIFORNIA

PROPOSED FEES

1.	Meetings Attendance.....	\$3,100
2.	Site Visits and Project Certification Letter	\$2,650
3.	Respond to RFIs.....	\$3,250
4.	Review of Contract Design/Build Submittals for Monument Signs.....	\$2,500
5.	Preparation of "As-Built" Plans.....	\$3,100
6.	Reimbursable Expenses.....	\$300
TOTAL FEES.....		\$14,900

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 \$14,900.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees,

EXHIBIT "D"

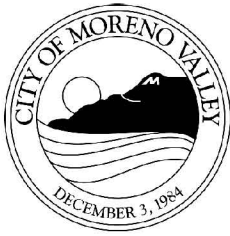
late charges, or other penalties. The ACH Authorization Form is located at:

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>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: February 28, 2012

TITLE: REQUEST FOR PUBLIC HEARING TO ESTABLISH AN UNDERGROUND UTILITY DISTRICT – NASON STREET FROM CACTUS AVENUE TO FIR AVENUE

RECOMMENDED ACTION

Staff recommends that the City Council:

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 (See map, Attachment A).
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.

BACKGROUND

In 1967 the California Public Utilities Commission (CPUC) instituted policies and procedures under Tariff Rule 20, Section A, which would require privately owned electric utility companies to gradually convert existing overhead power lines and facilities underground. SCE refers to this program, Tariff Rule 20, Section A, as Rule 20A. In compliance with Rule 20A guidelines, SCE contributes an annual allocation to each of the cities and counties within its territory and completes projects as directed by each city's elected officials. To qualify for full Rule 20A funding, undergrounding projects must produce a benefit to the general public based on one or more of the following reasons:

- The proposed “undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities;”
- The street “is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;”
- The street “adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public;”
- The street “is considered an arterial street or major collector” in the City’s General Plan.

In 1999, the Moreno Valley City Council adopted a priority list for undergrounding electrical utility equipment projects based upon the CPUC’s Rule 20A criteria. On August 23, 2011, the City approved the reprioritized Rule 20A priority list. The next two locations on the priority list are located along Nason Street from Cactus Avenue to SR-60. Undergrounding, on the portion of this reach north of Fir Avenue will soon be underway as part of the Nason Street / SR-60 Overcrossing project. The reach from Cactus Avenue to Fir Avenue is consistent with the limits of the proposed district, while Nason Street from Cactus Avenue to Delphinium Avenue is already undergrounded.

Somewhat similar to Rule 20A, Verizon follows Tariff Rule 40 of the CPUC, which was adopted for use by GTE in 1984. Rule 40A requires Verizon to underground overhead utilities once ordered by the City Council through the establishment of an undergrounding district. The criteria for qualifying for Rule 40A funds are slightly different from that of Rule 20A. To qualify for Rule 40A, projects selected for undergrounding must produce a benefit to the general public based on one or more of the following reasons:

- The proposed “undergrounding will avoid or eliminate an unusually heavy concentration of aerial facilities;”
- The street “is in an area extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;”
- The street “adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public.”

On July 26, 2011, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than \$20 million in principal amount of California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program). The City Council dismissed the validation proceedings and terminated this financing in October 2011. The financing was reintroduced on January 10, 2012 as originally structured. The financing is anticipated to fund in May 2012. The City Council also authorized the addition of the Nason Street Project from Cactus Avenue to Fir Avenue in the FY 2011-12 CIP and the appropriation of up to \$15 million for the project.

DISCUSSION

The project consists of approximately 9,200 linear feet of ultimate width street improvements along Nason Street from Cactus Avenue to Fir Avenue, including related

storm drain facilities, upgrading of existing traffic signals, and coordination with Eastern Municipal Water District for the relocation of an existing booster station and associated facilities. The proposed street widening also requires the removal of overhead utility poles and the undergrounding of utility lines. Staff's preliminary research reveals that, in addition to SCE, poles carry overhead facilities for three other utilities: Verizon, Time Warner Cable (TWC), and Sunesys. TWC and Sunesys have indicated that they follow SCE's process. Verizon may relocate according to Rule 40A if one of the previously discussed criteria is met; otherwise, their relocation cost may be borne by or shared with the City.

To proceed with the process for undergrounding overhead utility facilities, the first step is to conduct a public hearing and adopt an ordinance to create the underground utility district. If directed, staff will return to City Council on March 27, 2012, with a proposed ordinance to form the underground utility district. If approved, the district will be created and the process to underground overhead facilities within the project boundaries will be initiated.

The next step in the process would be to forward a copy of the approved ordinance to the affected utility companies to begin their budgeting process to underground the overhead facilities. Based on SCE's preliminary estimates, the cost to underground Nason Street from Cactus Avenue to Cottonwood Avenue and from Eucalyptus Avenue to Fir Avenue is estimated to be \$3.15 million. All utilities on Nason Street from Cottonwood Avenue to Eucalyptus Avenue are already undergrounded.

Staff is working with SCE to complete their work in time to attain the overall project schedule completion date of January 2017. SCE is anticipated to contribute approximately \$850,000 under Rule 20A toward the undergrounding. Staff anticipates that any segment not funded by Rule 20A will be funded based upon SCE's Rule 20B. The SCE Rule 20B cost to the City is estimated to be approximately \$2.3 million and is included as part of the overall \$15 million project budget. It should also be noted that staff continues to consult with the affected utilities, such as Verizon and Time Warner Cable, in compliance with Rule 20A and Rule 40A.

ALTERNATIVES

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 (See map, Attachment A), and 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. *Authorization of the Public Hearing sets into motion the process as required by the CPUC to utilize Rule 20A funds for the undergrounding of overhead facilities.*

2. Decline to schedule a public hearing on March 27, 2012, to consider establishing an underground utility district along Nason Street from Cactus Avenue to Fir Avenue (See map, Attachment A), and decline to 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. *By declining to schedule the Public Hearing, the City will not be able to utilize Rule 20A funds to underground overhead facilities.*

FISCAL IMPACT

SCE has estimated the total cost to underground overhead utilities Rule 20A funds allocated by SCE on Nason Street from Cactus Avenue to Fir Avenue to be approximately \$3.15 million. SCE Rule 20A funds are anticipated to contribute approximately \$850,000. The balance of approximately \$2.3 million is anticipated to be funded based upon SCE’s Rule 20B criteria and is included as part of the City’s overall \$15 million project budget. The City of Moreno Valley will fund the design and construction with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program) in the amount of \$15 Million. There is no fiscal impact to the City’s General Fund.

A portion of the overall segment (Nason Street from Alessandro Boulevard to Fir Avenue) is eligible for approximately \$10 million of Transportation Uniform Mitigation Fee (TUMF) reimbursement. The City can seek reimbursement of TUMF funds in the future as funds become available.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

Fiscal Year 2011/2012 Budget (Account No. 121.85820) \$15,000,000

ESTIMATED PROJECT COSTS:

Preliminary Engineering and Environmental Costs	\$550,000
Design and Design Management Costs.....	\$700,000
Right of Way.....	1,450,000
Utility Relocation Costs*	\$2,300,000
Construction and Construction Management Costs	<u>\$10,000,000</u>
Total Estimated Project Costs	\$15,000,000

*An additional \$850,000 of separate SCE Rule 20A funds is also estimated for Utility Relocation

ANTICIPATED PROJECT SCHEDULE

Preliminary Engineering and Environmental Clearance Complete	November 2012
All Resource Agencies’ Permits Obtained.....	November 2012
PS&E Complete	June 2013
Right of Way Acquisition and Utility Relocation Work Complete	June 2015
Advertise and Award of Construction	October 2015

Complete Construction.....January 2017

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

The purpose of this staff report is to request City Council authorization to 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 to direct staff to notify affected property owners 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.

ATTACHMENT

Attachment “A” – Proposed Underground Utility District 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

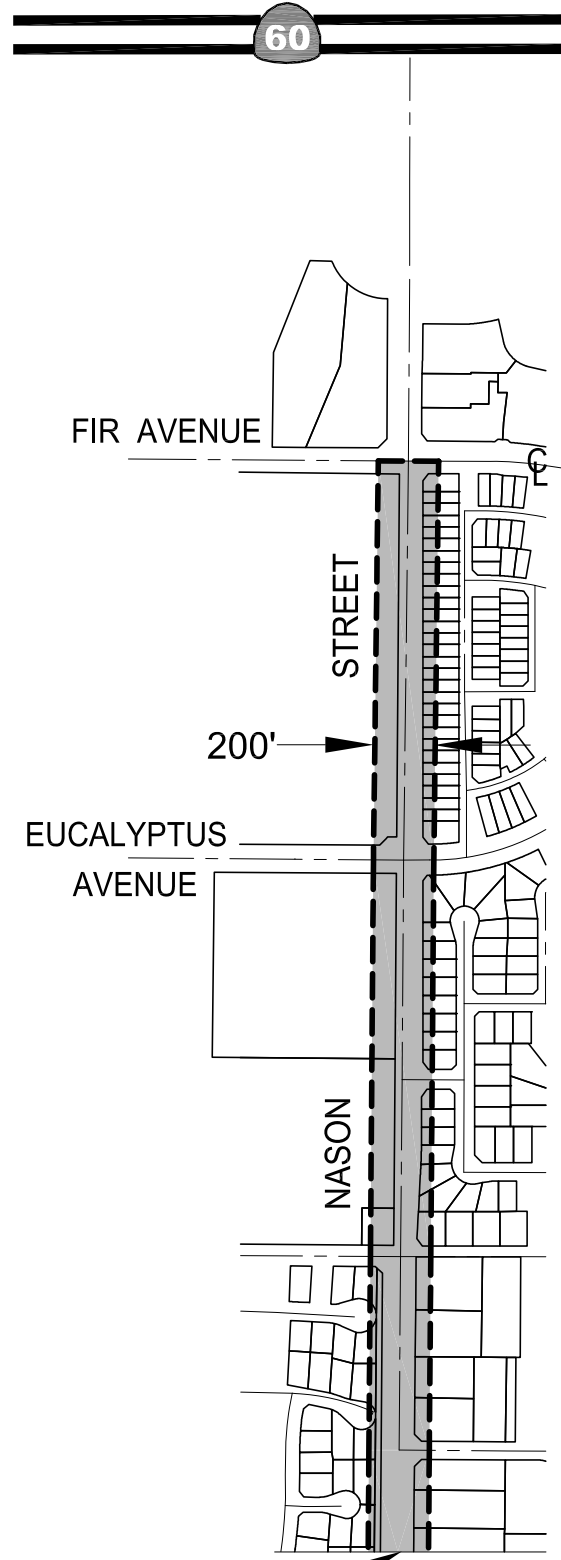
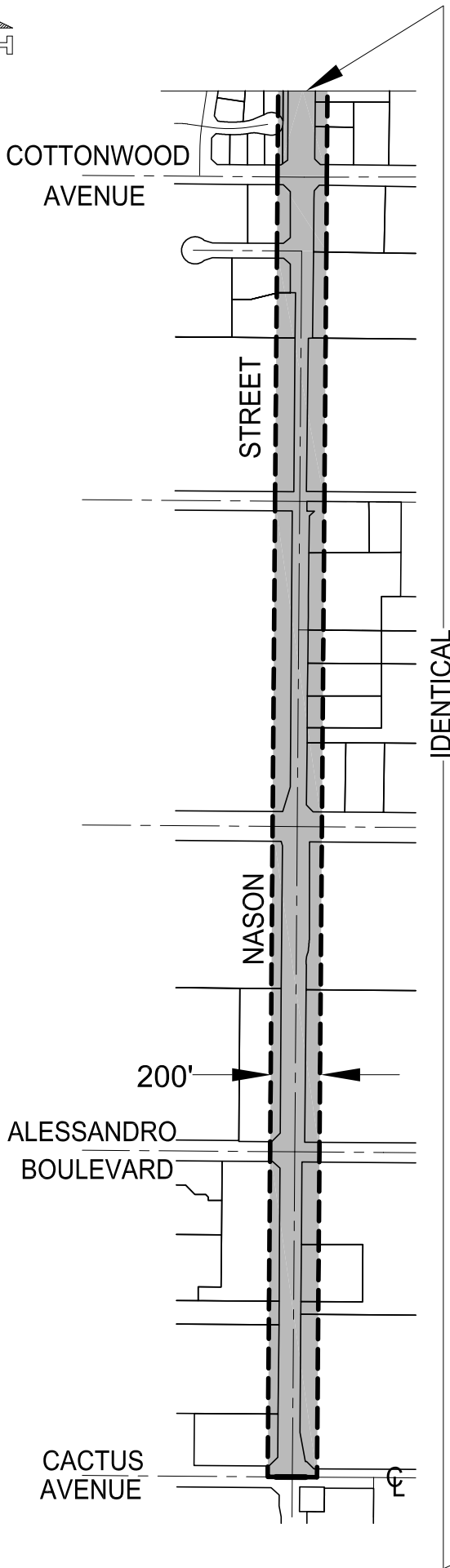
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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PROPOSED UNDERGROUND UTILITY DISTRICT MAP

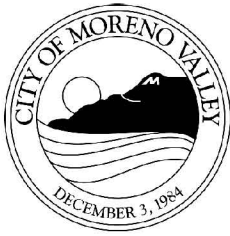


ATTACHMENT "A"

LEGEND:

-- = PROPOSED UNDERGROUND UTILITY DISTRICT

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: February 28, 2012

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF CITY HALL HEATING VENTILATION AND AIR CONDITIONING (HVAC) PROJECT, PROJECT NO. VAG 10/11-05

RECOMMENDED ACTION

Staff recommends that the City Council:

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) calendars 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 & 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.

BACKGROUND

On May 24, 2011, the City Council ratified the construction contract in the amount of \$486,735 (four hundred eight-six thousand seven hundred thirty-five) to Southcoast Heating & Air Conditioning, for the installation of HVAC equipment at City Hall. Subsequently, a Purchase Order was issued to the contractor for the project.

DISCUSSION

There were 20 Contract Change Orders for related work on this project for a total of \$29,367.11. The improvements were completed within budget and in accordance with the approved contract documents.

ALTERNATIVES

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) calendars 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 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.
4. Do not accept the work as complete for the City Hall HVAC Project constructed by Southcoast Heating & Air Conditioning, do not direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, and do not authorize the Financial and Administrative Services Director to release the retention to Southcoast Heating & Air Conditioning, within thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and provide staff with further direction.

FISCAL IMPACT

Funding for this project was received from the U.S. Department of Energy - Energy Efficiency Community Block Grant. No City funds were utilized.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

Southcoast Heating & Air Conditioning has completed the City Hall HVAC Project. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, and authorize the release of retention to Southcoast Heating & Air Conditioning

ATTACHMENTS

Notice of Completion

Prepared By:
 Rix Skonberg
 Purchasing & Facilities Division Manager

Department Head Approval:
 Richard Teichert
 Financial & Administrative Services Director

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

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To be recorded with County Recorder within 10 days after completion and acceptance. No recording fee.

Recording Requested by, and When Recorded, Return to:

City of Moreno Valley
City Clerk
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

(For Recorder's Use)

Notice of Completion
(Civil Code § 3093)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California, that a public work of improvement described as Replacement of City Hall HVAC System – Project No. VAG 10/11–05 and was completed and was accepted by the undersigned awarding authority on the date hereof.

The Contractor on such work was [Southcoast Heating & Air Conditioning of Vista, CA](#) and the Surety bond is with [Federal Insurance Company of Warren, New Jersey](#).

The City of Moreno Valley, a municipal corporation, whose address is Moreno Valley City Hall, 14177 Frederick Street, Moreno Valley, California 92553, is the owner in fee of said work of improvement and of the site containing said work of improvement.

The real property upon which said work was performed is in the City of Moreno Valley, County of Riverside, State of California, and described as:

City Hall, 14177 Frederick Street, Moreno Valley, CA 92553.

Date: [February 28, 2012](#)
(Date of Acceptance)

City of Moreno Valley
(Name of Political Subdivision)

By _____

Title City Clerk

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

I hereby certify that I am the City Clerk of the City Council of the City of Moreno Valley, California the political subdivision which executed the foregoing notice and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Moreno Valley, California on _____
(Date)

City Clerk
(Seal)

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: February 28, 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 8-21, 2012.

<i>Reports on Reimbursable Activities</i> February 8-21, 2012		
Council Member	Date	Meeting
William H. Batey II	2/15/12	Student of the Month
Marcelo Co		None
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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**MINUTES - REGULAR MEETING OF FEBRUARY 14, 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>Rut</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: City Council and Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: February 28, 2012

TITLE: INSTALLATION OF SYNTHETIC TURF AT MARCH FIELD PARK

RECOMMENDED ACTION

Staff recommends that the City Council and the Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District:

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

BACKGROUND

March Field Park skate facility was constructed in 2004. The facility includes a concession building, restroom facility, skate park and hockey rink. Over the years the

demand for in-line hockey has greatly diminished and staff has researched ideas to revitalize this amenity. Enclosed soccer arenas have exploded in popularity and although this site is not covered, the area is enclosed and lighted. By enhancing this area to accommodate the sport of “enclosed” soccer, staff believes the usage will improve and consequently we will see a definite increase in revenue.

DISCUSSION

Project materials and labor costs for this project have all been publically negotiated utilizing the U.S. General Services Administration (GSA). Public Contract Code (PCC) 12101.5 established the California Multiple Award Schedule (CMAS) program in 1994, utilizing pre-bid products and services awarded on a Federal GSA schedule. PCC sections 10298 and 10299 authorize local government agencies to use CMAS agreements without further competitive bidding. The products and prices specified in the attached Contractor Agreement conform to the products and prices authorized by CMAS. Additionally, City of Moreno Valley Municipal Code 3.12.260 authorizes corporative purchases and piggybacking of materials, supplies, equipment or contractual services with CMAS.

The City is in need of soccer facilities. Soccer arenas utilizing synthetic turf are the upcoming soccer sport, since it raises the level of skills needed, due to the ball being consistently in-play. The sport can be played all year, day and evening. Staff projects that the soccer arena will also increase usage of the skate park facility, due to the fact more people will be visiting the site.

ALTERNATIVES

1. Award to Field Turf USA, Inc. 8088 Mountview Road, Montreal, Quebec, CN for material and labor to install synthetic turf at March Field Park; Authorize the issuance of a Purchase Order to Field Turf USA, Inc., in the amount of \$196,667.00 (\$178,788.50 for the bid amount plus 10% contingency) when the contract has been signed by all parties; authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Field Turf USA, Inc., up to but not to exceed the Purchase Order contingency of \$17,878.50 subject to the approval of the City Attorney; authorize the Parks and Community Services Director to accept the improvements into the CSD’s maintained system upon acceptance of the improvements as complete.
2. Elect not to award a purchase order to Field Turf USA, Inc. at this time and provide further direction to staff.

FISCAL IMPACT

Funding for the new synthetic turf is \$196,667.00, utilizing Parkland Development Impact Fees (205) and Quimby (206). This item is an approved budget item for FY 11/12 in Business Unit 461.65331.7200.

This recommended action imposes NO fiscal impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE, AND CLEANLINESS:

Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

- Exhibit ‘A’: Independent Contractor Agreement with Field Turf USA, Inc.
- Exhibit ‘B’: Field Turf USA, Inc. CMAS Contract, Details & Quote

Prepared By:
 Tony Hetherman
 Parks Projects Coordinator

Department Head Approval:
 Michael McCarty
 Director of Parks and Community Services

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

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City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

PROJECT 11/12-461.65331

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

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

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

1. CONTRACTOR INFORMATION:

Field Turf USA, Inc.
8088 Montview
Montreal, Quebec, Canada
H4P 2L7
Business Phone: 800-724-2969, Fax No. 514-340-9311
Email: tara.clarini@fieldturf.com
Social Security Number: N/A
Business License Number:
Federal Tax I.D. Number: 27-2502420

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Attachment 'A' attached hereto and incorporated herein by this reference.
- B. The City's responsibility and project locations, other than payment, is described in Attachment 'B' attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Attachment 'C' attached hereto and incorporated herein by this reference.
- D. This Agreement is made and entered into effective the date the City signs this Agreement. [The termination date of the Agreement shall be June 30, 2012.](#)
- E. The Contractor Starting Date is the date listed on the issued Purchase Order, which will be utilized as the "Notice to Proceed". The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **ninety (90) working days** after said date in the "Notice to Proceed". The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- F. The work performed in this contract shall be performed Monday through Friday, 7 a.m. to 4 p.m. City observed holidays shall be observed by the Contractor and no work shall be performed on these dates.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing

the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and the (CSD), its officers, agents, or employees.
The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA) and the Moreno Valley Community Services District (CSD) and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and

non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD) and the Moreno Valley Unified School District are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- H. Document Ownership. Any system or documents developed, produced or provided under this Agreement, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
 - (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
 - (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- J. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from

compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement. Partial Payments.

No partial payments shall be made on this project.

- K. Stop Notice Withholds. The City may withhold payments to cover claims filed under Civil Code § 3179 et seq.
- L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- N. Legal Action. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.

- O. Warranty. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and/or Specifications.
- P. Prevailing Wage. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations and Prevailing Wage Rates. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents. The Contractor shall submit a list of all trades utilized in the project and corresponding DIR wage determinations. Certified payroll reports, Certificates of Compliance and Fringe Benefit Statements shall be submitted weekly. A copy of DIR prevailing wage rates can be obtained from the DIR at www.dir.ca.gov (Statistics and Research) or type into web browser: <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Additionally, prevailing wage rates are on file in the City's Capital Projects Division, available upon request.
- Q. Records. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable

times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

- R. Performance. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.
- S. Workers' Compensation. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.
- T. Contract Commencement. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.
- U. Licensing. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O.Box 26000, Sacramento, CA 95826.
- V. Surety Bonds. The Contractor shall post Surety Bonds for 'Faithful Performance' and 'Labor and Materials'. Surety Bonds shall be sufficient to cover the project and approved by the City. Bonds shall be in the amount equal to one-hundred percent (100%) of the contract price.
- W. Business License. The Contractor shall obtain a City of Moreno Valley Business License prior to the issuance of a purchase order.

4. **SPECIAL TERMS AND CONDITIONS:**

- A. California Multiple Award Services (CMAS). The Contractor shall adhere to all terms and conditions set forth by CMAS for Contract number 4-06-78-0031A.
- B. CMAS Reports. The Contractor shall provide the City a copy of all required reports filed with CMAS.
- C. Warranty. The Contractor shall provide the City a written warranty for the synthetic turf. The warranty period shall be eight (8) years, covering material defects. Commencement of the warranty shall be the date of completion of installation.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Field Turf USA, Inc.

BY: _____
Mayor

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

ATTACHMENT 'A'

SCOPE OF WORK

Site: March Field Park Hockey Rink

Per CMAS contract #4-06-78-0031A, provide and install:

15,700 square feet of Easy Turf Easy Play synthetic turf and Infill to consisting of silica sand and crumb rubber (made from California recycled tires)

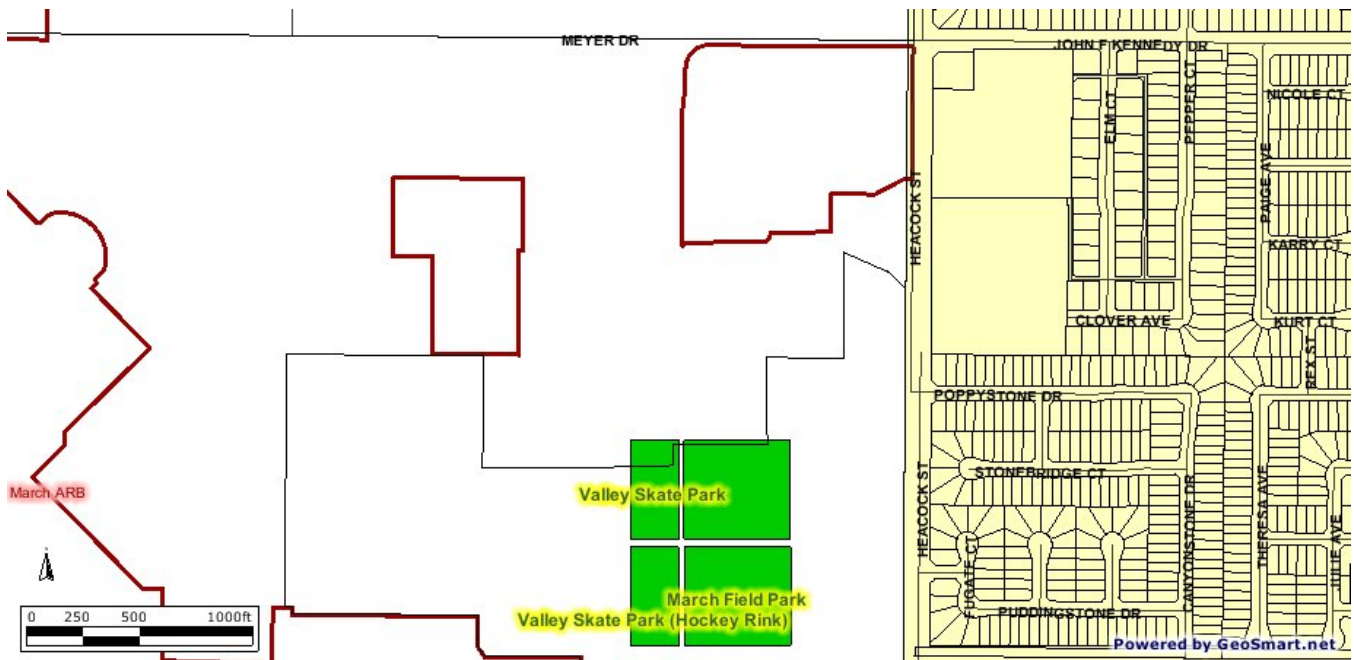
15,700 square feet of Easy Turf Drainage Tiles over existing concrete surface

Permanent white inlays for the sport of soccer

ATTACHMENT 'B'

CITY'S RESPONSIBILITY AND PROJECT LOCATION

- Provide access to the site.
- Provide contractor access to electrical panels.
- Ensure irrigation water is off as necessary for the Contractor to perform their duties. The contractor shall notify the Park Maintenance Division two working days in advance to have irrigation turned off.



ATTACHMENT 'C'

TERMS OF PAYMENT

1. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the CMAS Contract as full compensation for the work required under the Scope of Work awarded by the City, to wit, the sum total amount of **\$ 178,788.50**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract Documents.
2. The Contractor will submit one invoice to the City along with documentation evidencing services completed. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.
3. The City shall pay the Contractor for all invoiced, materials and labor as identified in the contract within thirty (30) days of acceptance of the project.

State of California
MULTIPLE AWARD SCHEDULE
FieldTurf USA, Inc.

CONTRACT NUMBER:	4-06-78-0031A
SUPPLEMENT NO.:	2
CMAS CONTRACT TERM:	11/08/2011 through 11/30/2016
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-9631S
BASE SCHEDULE HOLDER:	FieldTurf USA, Inc.

This contract provides for the purchase, warranty and installation of synthetic turf, surface and flooring. Installation charges are included in the price of the product. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 11-30-16. In addition, this supplement replaces in its entirety FieldTurf USA, Inc.'s existing California Multiple Award Schedule (CMAS) that expires on 11-30-11. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

The services provided under this CMAS contract are only in support of the products sold under this CMAS contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Marisa Truax

MARISA TRUAX, Program Analyst, California Multiple Award Schedule

Effective Date: **11/08/2011**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Fieldturf
Floor Cov-Hardwood
Floor Cov-Rubber Sheeting/Tile
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf
Playground-Surface Rubberized
Sport Surface-Synthetic Track

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this contract:

FieldTurf

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA #GS-07F-9631S (FIELDTURF USA, INC.) with a GSA term of 8/07/2011 through 8/06/2016. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (514) 340-9374:

FieldTurf USA, Inc.
8088 Montview Rd
Montreal, QC H4P 2L7
CANADA
Attn: Tara Clarini

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (514) 340-9311, Ext 158
E-mail: tara.clarini@fieldturf.com

CALIFORNIA SELLER'S PERMIT

FieldTurf USA, Inc.'s California Seller's Permit No. is 97731798. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq. See the attached certification from this contractor regarding this act.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

60 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FIELDTURF USA, INC.
CMAS NO. 4-06-78-0031A, SUPPLEMENT NO. 2**

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.
- Orders for Information Technology goods and services exceeding \$250,000 require approval by Agency Secretary and Department Director or immediate next ranking official.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$2,000.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

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4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

FieldTurf USA, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor."

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

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NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision #69, Progress Payments.

PRODUCT INSTALLATION

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

FieldTurf USA, Inc.'s California Contractor's License number is 849044. This is a Class D12 Synthetic Products license that is valid through 10/31/2012.

NOT SPECIFICALLY PRICED (NSP) ITEMS

This provision is not applicable to this CMAS contract.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.

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- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the CMAS contract to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

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PAYMENTS AND INVOICES

1. Payment Terms

Prompt Payment Terms: Prompt payment discount of 1% when full payment is received with days or less of installation completion. Net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

FieldTurf USA, Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

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8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services
 Procurement Division – CMAS Unit
 Attention: Quarterly Report Processing
 PO Box 989052, MS #2-202
 West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
 CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.

- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or that excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will start on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

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The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- Payee Data Record (Std. 204).
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages must be included in the purchase order to be applicable, mutually agreed upon by agency and contractor, and cannot be a penalty.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

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AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services) AMERICANS
WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

Item No. B.3

**ATTACHMENT B
CMAS QUARTERLY BUSINESS ACTIVITY REPORT**

Contractor Name: _____ Reporting Calendar Year: _____ Revision
 Contract Number: _____ Reporting Quarter: Q1 (Jan-Mar)
 For Questions Regarding This Report Contact: Q2 (Apr-Jun)
 Name: _____ Q3 (Jul-Sep)
 Phone Number: _____ Q4 (Oct-Dec)
 E-mail: _____ Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

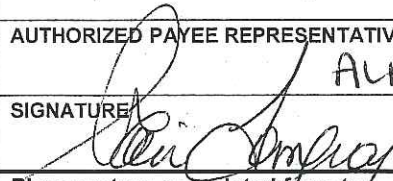
Instructions for completing the CMAS Quarterly Business Activity Report.

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) FieldTurf USA, Inc		
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS info@fieldturf.com
	MAILING ADDRESS 8088 Montview		BUSINESS ADDRESS 175 North Industrial Blvd. NE
	CITY, STATE, ZIP CODE Montreal, QC, H4P 2L7		CITY, STATE, ZIP CODE Calhoun, GA, 30701
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 5 8 - 2 3 3 0 4 1 0		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
<input type="checkbox"/> PARTNERSHIP		CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS	
<input type="checkbox"/> ESTATE OR TRUST		<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - -	
(SSN required by authority of California Revenue and Tax Code Section 18646)			
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) ALAIN TANEWAY		TITLE CFO
	SIGNATURE 		DATE OCT 19, 2011
			TELEPHONE (800) 724-2969
6	Please return completed form to:		
	Department/Office: Department of General Services		
	Unit/Section: Procurement Division, CMAS Section		
	Mailing Address: 707 3rd Street, 2nd floor		
	City/State/Zip: West Sacramento, CA 95605		
	Telephone: (916) 375-4365 Fax: (916) 375-4663		
	E-mail Address: cmas@dgs.ca.gov		

Darfur Contracting Act Certification Form

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. (See back for instructions.)

Therefore, to be eligible to submit a bid, proposal, or CMAS application, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

FieldTurf USA, Inc. 58 2330410
 Company/Vendor Name (Printed) Federal ID Number

Printed Name and Title of Person Initialing (for Options 1 or 2)

1. _____ We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
 Initials

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
 Initials

OR

3. ED We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
 Initials & Certification Below

CERTIFICATION FOR #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder/applicant to the clause listed above in #3. This certification is made under the laws of the State of California.



By (Authorized Signature)

ERIC DALIERE, PRESIDENT
 Printed Name and Title of Person Signing

OCTOBER 20, 2011
 Date Executed

MONTREAL, QUEBEC
 Executed in the County and State of

Note Regarding Change of Status – If your company has a change of status, with regard to this certification, during the term of your contract(s) then it is incumbent on your company to submit an updated Certification. For questions regarding a change of status, please contact the contract's designated State Contract Administrator.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized Contracting official.
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions -- Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
- i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
 - i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 25. FORCE MAJEURE:**
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- Acts of God or of the public enemy, and
 - Acts of the federal or state government in either its sovereign or Contractual capacity.
- If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
 - The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

- 35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
 - b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
 - c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
 - d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.
- 37. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.
- 38. DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
 - b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. DOMESTIC PARTNERS: For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b)).

ADDITIONAL CMAS TERMS AND CONDITIONS

57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
 - i) Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
 - ii) Worker's Compensation Insurance

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS -- RENTAL AGREEMENTS:

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

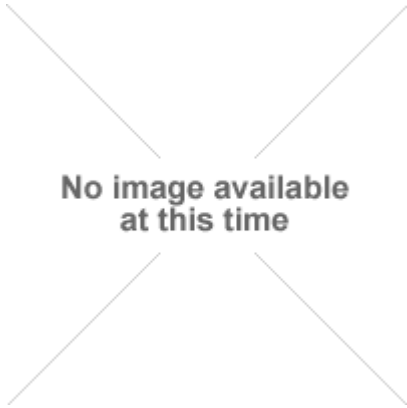
securing the faithful performance of the Contract by the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract



EASYTURF EASYPLAY (MIN 500 SQ.FT)

Mfr Part No.: EASYTURF EASYPLAY (MIN 500 SQ.FT)
Manufacturer: FIELDTURF
Contract No.: GS-07F-9631S (ends: Aug 6, 2016)
MAS Schedule/SIN: 078/192 09
Warranty: 8 YR
Made In: UNITED STATES OF AMERICA

• Desc

1L (SF), EasyTurf EasyPlay is comprised of single-color premium UV-resistant polyethylene fibrillated silt-film blades. It is made using 100% polyethylene fiber construction containing no nylon. Each fiber is cut into a unique interior honeycomb pattern, making EasyPlay one of the strongest and most resilient synthetic grass options for high-use areas. Designed specifically for commercial applications, this quality synthetic grass is ideal for large common areas, parade grounds, parks and high-traffic indoor sports applications. EasyPlay significantly reduces water consumption, eliminates the need for harmful fertilizers and pesticides, and improves drainage and erosion control.

\$9.49 EA

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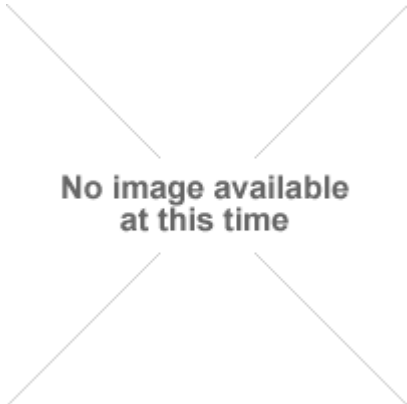
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EASYTURF DRAINAGE TILES (MIN 500 SQ.FT)

Mfr Part No.: EASYTURF DRAINAGE TILES (MIN 500 SQ.FT)
Manufacturer: FIELDTURF
Contract No.: GS-07F-9631S (ends: Aug 6, 2016)
MAS Schedule/SIN: 078/192 09
Warranty: 8 YR
Made In: UNITED STATES OF AMERICA

• Desc

1L (SF), EasyTurf Drainage Tiles are recommended for use with a non-permeable liner or hard non-permeable surfaces such as concrete or asphalt. EasyTurf Drainage Tiles maximize drainage over these surfaces, allowing FieldTurf synthetic grass systems to drainas designed. Installation of EasyTurf Drainage Tiles reduces base installation time by approximately 30%, while also reducing the amount of ground prep necessary during a synthetic grass installation.

\$1.47 EA

sold and shipped by [FIELDTURF USA INC.](#)

[visit contractor's website](#)

Compare Available Sources

Quantity: _____

[Add to Cart](#)

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. Indicates when volume discounts are offered.

Price/Unit	Contractor	Socio	Deliv Days	Min	FOB/Shipping
<input checked="" type="radio"/> \$1.47 EA	FIELDTURF USA INC.	o	60 days delivered ARO	\$2,000.00	D-CONUS,AK,PR,HI



SOCCER MARKINGS

Mfr Part No.: SOCCER MARKINGS
Contractor Part No.: SOCCER MARKINGS
Manufacturer: FIELDTURF
Contract No.: GS-07F-9631S (ends: Aug 6, 2016)
MAS Schedule/SIN: 078/192 09
Warranty: 8 YR
Made In: UNITED STATES OF AMERICA

• Desc
 1L (ST), Permanent soccer markings

[Enlarge/More Views >>](#)

\$6,716.50 EA

sold and shipped by [FIELDTURF USA INC.](#)

[visit contractor's website](#)

Compare Available Sources

Quantity: _____

[Add to Cart](#)

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

	Price/Unit ♦	Contractor ♦	Socio	Photo	Deliv Days ♦	Min ♦	FOB/Shipping ♦
<input checked="" type="radio"/>	\$6,716.50 EA	FIELDTURF USA INC.	o		60 days delivered ARO	\$2,000.00	D-CONUS,AK,PR,HI

Bid Proposal for City of Moreno Valley Outdoor Soccer Arena

PRODUCTS & INSTALLATION

1. EasyTurf to install 15,700 square feet of the following products:

EasyTurf EasyPlay - MAS Schedule/SIN: 078/192 09

EasyTurf EasyPlay is comprised of a single-color of premium UV-Resistant Polyethylene Parallel Fibrillated Slit-Film blades. It is made using 100% polyethylene fiber construction containing no nylon. EasyTurf to supply and install Patented Infill System with silica sand and crumb rubber and this high quality synthetic grass is ideal for main gate areas; headquarter lawns, housing areas, public walkways, obstacle courses, parks and common areas. It significantly reduces water consumption, eliminates the need for harmful fertilizers and pesticides, and improves drainage and erosion control.

EasyTurf Drainage Tiles- MAS Schedule/SIN: 078/192 09

EasyTurf Drainage Tiles deliver the Precision Performance and Maximized Drainage that the player and the facility demand. Consistent response throughout the field ensures that elite levels of play can always be reached. Maximizing the drainage ensures the on-field performance when the weather gets tough. Wet or dry your level of play remains the same. The installation of the EDT system is user friendly and reduces base installation time by approximately 30% while reducing base costs by up to 50%. Your players and facility demand the best.

Soccer Markings - MAS Schedule/SIN: 078/192 09

Permanent Soccer Markings for a Soccer Field

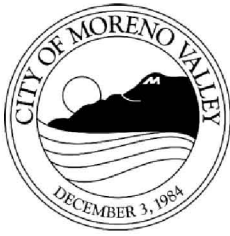
2. FieldTurf to supply and install Patented Infill System with silica sand and crumb rubber to simulate the look and feel of natural grass.
3. FieldTurf to provide an eight (8) year, third-party pre paid insured warranty for all products.

Pricing (GSA/CMAS Contract Number): GS-07F-9631 (ends: Aug 6, 2016)	GSA Unit Price	Total
Installation of 15,700 Square Feet of EasyTurf EasyPlay	\$9.49 x 15,700 Sq Ft	\$148,993.00
Installation of 15,700 Square Feet of EASYTURF DRAINAGE TILES	\$1.47 x 15,700 Sq Ft	\$ 23,079.00
Installation of Permanent Soccer Markings	\$6,716.50	\$ 6,716.50
Total		\$178,788.50

Name: _____ Organization: _____

Signature: _____ Title: _____ Date: _____

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

Report to City Council

TO: City Council and Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Mike McCarty, Director of Parks and Community Services

AGENDA DATE: February 28, 2012

TITLE: 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*

RECOMMENDED ACTION

Staff recommends that the City Council and President and Board of Directors of Moreno Valley Community Services District:

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.
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.

BACKGROUND

In 2007, the Community Services District awarded a contract to Los Angeles Engineering to renovate the Moreno Valley Community Park soccer fields. Five Contract Change Orders were issued for various changes in the scope of the work and as a result of weather delays. Los Angeles Engineering completed the project later than the allowed contracted timeframe and refused to process the last three Change Orders. Los Angeles Engineering filed a claim and then a lawsuit in 2009 alleging extra work and extended overhead cost. Gibbs, Giden, Locher, Turner & Senet (GGLTS) were retained to defend the lawsuit and bring the cross-complaint against Los Angeles Engineering.

DISCUSSION

Gibbs, Giden, Locher, Turner & Senet were retained as outside counsel for this case. In January 2009, the City issued a Purchase Order using unencumbered project funds for general legal services for the Moreno Valley Community Park Soccer Field Rehabilitation. Due to the ongoing nature of the litigation, the current Purchase Order is not sufficient to continue the defense of the case and the pursuit of the cross-complaint. Increasing the Purchase Order would allow the City to retain GGLTS to reach a conclusion in the lawsuit. Three sources of funding were used for the project: a State of California grant, Park Improvement Development Impact Fees, and Quimby In-Lieu Fees. In order to use Park Improvement Development Impact Fees for a project, the City must establish a nexus between the development projects paying the fees and the facilities being financed with the fees and the service level to be provided by the facility. Because the soccer fields were expanded by more than 50%, it was reasonable to fund half of the project with Park Improvement Development Impact Fees. The lawsuit is a direct result of the rehabilitation and expansion of the soccer fields. The use of Park Improvement Development Impact Fees for the City to continue to defend the lawsuit and pursue the cross-complaint is established as the result of the project's construction activities. Therefore, the use of Park Improvement Development Impact Fees for legal services against a claim resulting from the Soccer Field Renovations' construction activities is reasonable.

ALTERNATIVES

1. This alternative will allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel to continue the litigation.
2. This alternative will not allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel and may affect the outcome of potential litigation.

FISCAL IMPACT

Approve the transfers of \$220,000 from the a Parkland Facilities Development Impact Fees (DIF) Fund (Fund 205) to the Parks & Community Services Capital Project Fund and said appropriation from Parks & Community Services Capital Project Fund balance to Account 461.65325.7500 (Community Park Renovation) for the purchase order increase and subsequent payments to GGLTS. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2011/2012 Budget (Parkland Fac. DIF)..... \$220,000
Total Available Funds **\$220,000**

Transfer:

	<u>Fund</u>	<u>Acct</u>	<u>Description</u>	<u>Amount</u>
Transfer Out	205	20510.6923	Parkland Facilities DIF	\$220,000
Transfer In	461	65325.7500	Community Park Renovation	\$220,000

Appropriation:

<u>Fund</u>	<u>Acct</u>	<u>Description</u>	<u>Original</u>	<u>Increase</u>	<u>Revised</u>
461	65325.7500	Community Park Renovation	\$0	\$220,000	\$220,000

CITY COUNCIL GOALS**POSITIVE ENVIRONMENT:**

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

Due to the ongoing litigation with Los Angeles Engineering, Inc. over the Moreno Valley Community Park Soccer Field Rehabilitation Project, Staff recommends an appropriation of \$220,000 from Parkland Development Impact Fees (Fund 205) to allow for an increase to the Purchase Order to Gibbs, Giden, Locher, Turner and Senet, LLP. This increase will allow for the continuing payment of legal fees and costs due to the litigation with Los Angeles Engineering.

ATTACHMENTS

None

Prepared By:
Tony Hetherman
Parks Projects Coordinator

Department Head Approval:
Mike 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:



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

Report to City Council

TO: Mayor and City Council, and the Mayor and City Council, acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: February 28, 2012

TITLE: APPROVE THE CHARGING OF ENTRY FEES FOR THE CITY'S 2012 FOURTH OF JULY FESTIVAL

RECOMMENDED ACTION

Staff recommends that the City Council approve the charging of fees for the City of Moreno Valley's 2012 Fourth of July Festival.

COUNCIL SUBCOMMITTEE RECOMMENDATION

At the February 22nd meeting of the City Council July 4th Subcommittee, the Subcommittee recommended the charging of fees for the Fourth of July afternoon festival. This recommendation was made in part based upon the recommendation of the Citizen's Advisory Committee. The Subcommittee recommends charging the following for entry into the festival:

- Day of the event: \$3 per person
- Pre sale (June 11 through July 3): \$2 per person, \$10 for a family of up to 6
- Children under 5 years old will be free of charge
- Military personnel with identification will be free of charge

In order to promote early attendance and participation at the festival, the Subcommittee recommends that entry be free prior to 4:00 p.m.

BACKGROUND

With the exception of 2011, the City has sponsored the Fourth of July celebration, which includes the parade, festivities, and fireworks program. The Festival and Fireworks attracts an estimated 15,000 spectators to Morrison Park and Mountain View Middle School. A Council Subcommittee and Citizens Advisory Committee were established in 2011 to provide direction and assistance to staff in reinstating this annual celebration.

DISCUSSION

The 2012 Independence Day festivities will take place on Wednesday, July 4, 2012.

The afternoon activities will be held at Mountain View Middle School and Morrison Park beginning at 2:00 p.m. Staff is anticipating approximately 15,000 spectators to attend the festivities. Activities at the festival include food, wine/beer both, arts and crafts, and non-profit information booths. Highlights of the evening will consist of local youth bands, main stage events, possibly the third Moreno Valley Idol competition, and a spectacular fireworks show at 9:00 p.m.

Currently there is no budget allocated for the Independence Day Festivities, however staff has submitted a mid-year budget adjustment for City Council's approval in the amount of \$50,000 to help subsidize this year's activities. While the July 4th Advisory Committee has been diligently soliciting sponsorships, the Advisory Committee recommends charging a nominal fee to patrons to help cover expenses. The Council Subcommittee indicated that implementing the nominal charge may also provide seed money to ensure that the annual celebration continues in the future.

ALTERNATIVES

1. Approve the charging of fees for the City of Moreno Valley's 2012 Fourth of July Festival. ***City Staff, the Citizens Advisory Committee, and the July 4th Council Subcommittee recommend this alternative.***
2. Not approve the charging of fees for the City of Moreno Valley's 2012 Fourth of July Festival. ***City Staff, the Citizens Advisory Committee, and the July 4th Council Subcommittee does not recommend this alternative.***

FISCAL IMPACT

Charging an entry fee for attending the City's 4th of July Festival could possibly generate approximately \$25,000 - \$35,000.

NOTIFICATION

Publication of the Agenda.

ATTACHMENTS/EXHIBITS

None

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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**MINUTES - REGULAR MEETING OF FEBRUARY 14, 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 14, 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>Bea</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and Members of the City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: February 28, 2012

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

RECOMMENDED ACTION

Staff recommends that the City Council of the City of Moreno Valley serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Adopt Resolution No. 2012-13_ approving a Recognized Obligation Payment Schedule; and
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.

BACKGROUND

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. Earlier this month, the City Council adopted Resolution No. 2012-08

approving an Amended Enforceable Obligation Payment Schedule (EOPS) to facilitate that process.

DISCUSSION

Enforceable Obligation Payment Schedule

In accordance with AB X1 26, the Successor Agency is required to adopt an Enforceable Obligation Payment Schedule (“EOPS”). The EOPS lists all of the Agency’s legally binding and enforceable agreement obligations and anticipated monthly payments. Enforceable obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs.

Section 34177(a)(1) of AB 26 provides that upon the dissolution of the Agency, the Successor Agency may only make those payments required pursuant to the last Enforceable Obligation Payment Schedule adopted by the Agency and the Successor Agency, and until such time the Recognized Obligation Payment Schedule becomes operative.

Recognized Obligation Payment Schedule

AB X1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule (“ROPS”). Similar to the EOPS, the required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency’s legally binding and enforceable agreement obligations, anticipated monthly payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs. The attached ROPS sets forth the enforceable obligations for the period between January 1, 2012 and June 30, 2012, and will replace the EOPS.

The ROPS will be reviewed and certified as to its accuracy by an external auditor designated by the County Auditor-Controller. A certified ROPS will then be submitted to the Oversight Board for review and approval. Once the ROPS is approved by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller’s Office, and the Department of Finance, and posted to the Successor Agency’s website.

ALTERNATIVES

1. Adopt the attached resolution, which approves the Recognized Obligation Payment Schedule, authorizing the City Manager or his designee to make modifications thereto, and authorizing the transmittal of the certified Schedule to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached resolution which would not allow the City, acting as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS will serve as authorization to pay obligations listed in lieu of a budget appropriation by the City Council. Staff is working to create a recommended budget for the Successor Agency and the Moreno Valley Housing Authority that will be presented to City Council with the Mid-Year Budget review in April 2012. There will be some impact to the General Fund to absorb costs that are no longer paid by the former Redevelopment Agency for either RDA administration or operations and for Low and Moderate Income Housing Fund work. Staff estimates that this cost will be between \$200,000 - \$400,000 for the balance of the current fiscal year. This impact will be discussed with the presentation of the recommended budgets for the Successor Agency and Housing Authority for FY 2011-12 and FY 2012-13.

SUMMARY

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2012-13
Attachment B: Recognized Obligation Payment Schedule

Prepared By:
Annie Clark
Sr. Financial Analyst

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred by:
Rick Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. 2012-

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

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (“Agency”) is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* (“CRL”) and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Moreno Valley (“City”); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the “Original Plan”), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the “Amended Redevelopment Plan”, the area of which is referred to herein as the “Project Area”); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL (“Part 1.85”) provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency’s affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL (“Part 1.8”) provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain “enforceable obligations” and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

ATTACHMENT A

Resolution No. 2012-_
Date Adopted: February 28, 2012

WHEREAS, in connection with the implementation of those provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City serving as the Successor Agency has previously adopted an amended enforceable obligation schedule in the form previously submitted (the "Amended Enforceable Obligation Schedule") and has authorized the City Manager or his designee to augment, modify or revise such Amended Enforceable Obligation Schedule; and

WHEREAS, ABX1 26 further requires the adoption of an Initial Recognized Obligation Payment Schedule; a Recognized Payment Schedule is attached to this resolution as Attachment B and is incorporated herein (the "ROPS"). By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the ROPS to the City and there upon to an oversight board ("Oversight Board") which is required under ABX1 26 to be established in relation to the Agency; and

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

Section 2. That ROPS is approved as the Recognized Obligation Payment Schedule as to the Agency, together with such augmentation, modification, additions or revisions as the City Manager or his designee may make thereto.

Section 3. The City Clerk shall cause the ROPS to be transmitted to the Oversight Board at such time as such Oversight Board has been established.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

Resolution No. 2012- __
Date Adopted: February 28, 2012

APPROVED AND ADOPTED this 28th day of February, 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of the Successor Agency

ATTEST:

City Clerk

APPROVE AS TO FORM:

City Attorney

Resolution No. 2012- __
Date Adopted: February 28, 2012

Resolution Jurat

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of February, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

Resolution No. 2012-___
Date Adopted: February 28, 2012

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley
 Project Area(s) RDA Project Area All

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

Funding Source	
RPTTF	Redevelopment Property Tax Trust Fund
LM/HF	Low and Moderate Income Housing Fund
Bonds	Bond Proceeds
Admin	Successor Agency Administrative Allowance
TI CAP	Tax Increment Capital Project Fund
Other	Reserve, Rents, Interest Earnings, etc.

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2011-2012**	*** Funding Source	Payments by month						Total
							Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012	
1) 2007 Tax Allocation Bonds***	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects***	Original Area	81,671,305.63	3,072,625.64	RPTTF	1,021,891.88					1,246,891.88	\$ 2,268,793.76
2) 2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities***	Original Area	11,749,731.00	1,175,145.00	RPTTF	587,572.50					587,572.50	\$ 1,175,145.00
3) Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public	Original Area	3,331,759.00	274,445.00	RPTTF	137,222.50					137,222.50	\$ 274,445.00
4) CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public	Original Area	2,263,711.00	29,292.00	RPTTF	14,646.00					14,646.00	\$ 29,292.00
5) 2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project***	Original Area	14,130,258.00	999,396.00	RPTTF	594,597.50					404,798.75	\$ 999,396.25
6) 2011 Refunding of 97 LRB Bonds (On-going Housing Monitoring Requirements)	Bank of America City of Moreno Valley/Successor Agency	Debt service payments for bonds issued to finance the construction of a public	Original Area	1,650,000.00	150,000.00	RPTTF	75,000.00					75,000.00	\$ 150,000.00
7) Contract for Legal Services	Rauth and Empire Property Services, Inc.	Costs to perform the recertification and monitoring of housing units	Original Area	20,000.00	20,000.00	RPTTF	10,000.00					10,000.00	\$ 20,000.00
8) Contract for Abatement of vermin	Willdan/Staff Administration The California Public Employees' Retirement System	Legal services	Original Area	106,678.00	106,678.00	RPTTF	17,779.67					17,779.67	\$ 106,678.00
9) Contract for Abatement of vermin	Service, Inc.	Nuisance/abatement of Agency owned properties	Original Area	2,090.00	2,090.00	RPTTF	1,045.00					1,045.00	\$ 2,090.00
10) Contract for Special Tax Reporting	Service, Inc.	Nuisance/abatement of Agency owned properties	Original Area	5,000.00	5,000.00	RPTTF	2,500.00					2,500.00	\$ 5,000.00
11) CalPERS Retirement Liability	Willdan/Staff Administration The California Public Employees' Retirement System	Preparation of Continuing Disclosure Report	Original Area	2,000.00	2,000.00	RPTTF	2,000.00						\$ 2,000.00
12) CalPERS Retirement Liability	California Employers' Retiree Medical	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	12,889.00	RPTTF	5,371.00						\$ 5,371.00
13) Retiree Medical Trust (CERBT)	City of Moreno Valley	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,151.00	RPTTF	1,730.00						\$ 1,730.00
14) Agency Loans #1 & 2 Conference & Recreation Cntr Agreement	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,643.00	4,151.00	RPTTF	1,730.00						\$ 1,730.00
15) Price Club Acquisition Note	The Price Family Charitable Fund	Purchase and Sale Agreement	Original Area	35,971,807.00	307,468.00	RPTTF	153,734.00					153,734.00	\$ 307,468.00
16) Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	1,736,068.00	240,000.00	RPTTF	240,000.00						\$ 240,000.00
17) Cactus/Day/Old 215 Land Agreement	City of Moreno Valley	Participation Agreement	Original Area	15,200,726.00	550,000.00	RPTTF	137,500.00					137,500.00	\$ 550,000.00
18) Moss Bros. Autogroup Participation Agreement	City of Moreno Valley	Land purchased - Loan	Original Area	2,360,500.00		RPTTF							\$ -
19) Robertson's Ready Mix, Inc. OPA	Moss Bros. Autogroup Robertson's Ready Mix, Inc.	Participation Agreement	Original Area	500,000.00	232,041.00	RPTTF	232,041.00						\$ 232,041.00
Totals - This Page (RPTIF Funding)		Owner Participation Agreement	Original Area	4,000,000.00		RPTTF							\$ -
Totals - Page 2 (RPTIF Funding)				\$ 17,712,489.63	\$ 7,183,220.64		\$ 2,985,030.05	\$ 162,380.67	\$ 257,779.67	\$ 158,824.67	\$ 17,779.65	\$ 2,787,645.30	\$ 6,369,440.01
Totals - Page 3 (Other Funding)				\$ 14,000,000.00	\$ 6,050,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000.00	\$ 750,000.00
Totals - Page 4 (Other Funding)				\$ 789,969.35	\$ 789,969.35		\$ 119,418.28	\$ 124,168.29	\$ 166,168.29	\$ 116,264.49	\$ 34,000.00	\$ 229,950.00	\$ 789,969.35
Totals - Page 5 (Other Funding)				\$ 1,837,406.03	\$ 1,549,706.03		\$ 168,467.80	\$ 83,919.19	\$ 265,973.36	\$ 231,262.11	\$ 182,541.63	\$ 619,541.71	\$ 1,549,706.80
Totals - Page 6 (Administrative Cost Allowance)				\$ 22,681,274.95	\$ 5,122,591.22		\$ 717,189.96	\$ 909,733.83	\$ 716,183.33	\$ 726,183.33	\$ 740,537.93	\$ 1,312,762.84	\$ 5,122,591.22
Totals - Page 7 (Pass Thru Payments - RPTIF Funding)				\$ 320,414,811.43	\$ 15,286,223.44		\$ 164,388.17	\$ 164,388.17	\$ 164,388.17	\$ 164,388.17	\$ 164,388.17	\$ 643,888.15	\$ 986,329.00
Grand Total - All Pages				\$ 639,166,871.39	\$ 37,712,630.68		\$ 12,657,729.20	\$ 1,444,590.15	\$ 1,570,492.82	\$ 1,396,922.77	\$ 1,139,247.38	\$ 12,743,371.49	\$ 30,952,353.81

Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board and audited by the County.

totals due during fiscal year and payment amounts are projected.

ing sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)

udes payments to be made between August 2012 through December 2012.

Date: 02/22/12

ATTACHMENT B

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley
 Project Area(s) RDA Project Area All

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2011-2012**	*** Funding Source	Payable from Other Revenue Sources						Total
							Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012	
1) Day Street/Alcalá/Plutus CIP 80030	KDM Meridian, Inc.	Capital Project Contract, CIP 80030	Original Area	3,000.00	3,000.00	TI CAP	1,500.00					1,500.00	\$ 3,000.00
2)	Gas Tax Allocation (Required) Gibbs, Giden, Locher, Turner & Senet	Capital Project Contract, CIP 80030	Original Area	7,500.00	7,500.00	TI CAP	3,750.00					3,750.00	\$ 7,500.00
3)	Capital Project Contract, CIP 80221	Capital Project Contract, CIP 80221	Original Area	34,096.19	34,096.19	TI CAP	5,000.00	15,000.00	7,096.19				\$ 34,096.19
4)	Excel***	Capital Project Contract, CIP 80221	Original Area	50,000.00	50,000.00	TI CAP			50,000.00				\$ 50,000.00
5) Sunnyside Blvd. CIP 80221	Harris & Assoc.***	Capital Project Contract, CIP 80221	Original Area	176,000.00	176,000.00	TI CAP						176,000.00	\$ 176,000.00
6)	City of Moreno Valley	Project Management CIP 80221	Original Area	18,000.00	18,000.00	TI CAP	3,000.00	3,000.00	3,000.00	3,000.00			\$ 18,000.00
7)	City Consultants Gibbs, Giden, Locher, Turner & Senet LLP	Project Management CIP 80221	Original Area	6,000.00	6,000.00	TI CAP	1,000.00	1,000.00	1,000.00	1,000.00			\$ 6,000.00
8)	DMC Design	Additional Legal Fees - CIP 80221	Original Area	74,700.00	74,700.00	TI CAP				30,000.00		44,700.00	\$ 74,700.00
9)	Contractual Services PO#40920	CIP 91724	Original Area	14,790.84	14,790.84	Bonds	3,697.71	3,697.71	3,697.71				\$ 14,790.84
10)	AEI-CASC	Contractual Services PO#35423	Original Area	5,006.61	5,006.61	Bonds	1,251.65	1,251.65	1,251.65				\$ 5,006.61
11)	AEI-CASC	Contractual Services PO#40288	Original Area	350.00	350.00	Bonds	87.50	87.50	87.50				\$ 350.00
12)	Group Delta	Contractual Services PO#39328	Original Area	11,579.00	11,579.00	Bonds	2,894.75	2,894.75	2,894.75				\$ 11,579.00
13)	KDM Meridian	Contractual Services PO#41865	Original Area	13,145.00	13,145.00	Bonds	3,286.25	3,286.25	3,286.25				\$ 13,145.00
14)	STI Inc.	Contractual Services PO#41859	Original Area	240,760.71	240,760.71	Bonds	60,190.17	60,190.18	60,190.18				\$ 240,760.71
15)	Vall Cooper & Assoc	Contractual Services PO#39743	Original Area	10,400.00	10,400.00	Bonds	2,600.00	2,600.00	2,600.00				\$ 10,400.00
16)	James & Bertha Patterson Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO#42011	Original Area	19,884.00	19,884.00	Bonds	4,971.00	4,971.00	4,971.00				\$ 19,884.00
17)	City of Moreno Valley	Contractual Services PO#40924	Original Area	6,944.20	6,944.20	Bonds	1,736.05	1,736.05	1,736.05				\$ 6,944.20
18)	Construction Contractor TBD	Project Management CIP 91724	Original Area	30,363.80	30,363.80	Bonds	7,590.95	7,590.95	7,590.95				\$ 30,363.80
19)	Misc. Expenses - TBD	Capital Project Contract, CIP 91724	Original Area	37,449.00	37,449.00	Bonds	9,362.25	9,362.25	9,362.25				\$ 37,449.00
20)	Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO#42123	Original Area	5,000.00	5,000.00	Bonds	1,250.00	1,250.00	1,250.00				\$ 5,000.00
21) Day Street/Alessandro Blvd CIP 77922	City of Moreno Valley	Project Management CIP 77922	Original Area	20,000.00	20,000.00	Bonds	5,000.00	5,000.00	5,000.00				\$ 20,000.00
22)			Original Area	5,000.00	5,000.00	Bonds	1,250.00	1,250.00	1,250.00				\$ 5,000.00
Totals - Bonds				\$ 789,969.35	\$ 789,969.35		\$ 119,418.28	\$ 124,168.29	\$ 166,168.29	\$ 116,264.49	\$ 34,000.00	\$ 229,950.00	\$ 789,969.35
Grand total - This Page				\$ 789,969.35	\$ 789,969.35		\$ 119,418.28	\$ 124,168.29	\$ 166,168.29	\$ 116,264.49	\$ 34,000.00	\$ 229,950.00	\$ 789,969.35

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** All total due during fiscal year and payment amounts are projected.

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**** Pending Litigation

TBD - To be determined

Item No. G.1

of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley
 † Area(s) RDA Project Area All

RECOGNIZED OBLIGATION PAYMENT SCHEDULE Per AB 26 - Section 34169 (*)

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2011-2012**	*** Funding Source	Payable from Other Revenue Sources						Total
							Payments by month						
							Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012	
26)	VA Consulting	Capital Project Contract, CIP 91725	Original Area	13,500.00	13,500.00	Bonds	2,250.00	2,250.00	2,250.00	2,250.00	2,250.00	2,250.00	13,500.00
27)	City of Moreno Valley	Project Management CIP 91725	Original Area	12,000.00	12,000.00	Bonds	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	12,000.00
28)	VA Consulting Inc.	Capital Project Contract, CIP 91725	Original Area	14,900.00	14,900.00	Bonds	3,725.00	3,725.00	3,725.00	3,725.00	3,725.00	3,725.00	14,900.00
29)	Auto Mall Street Upgrades	United Inspection (Geotech)	Original Area	4,725.00	4,725.00	Bonds	1,181.25	1,181.25	1,181.25	1,181.25	1,181.25	1,181.25	4,725.00
30)	CIP 91725	VA Consulting Inc. (Survey)	Original Area	4,950.00	4,950.00	Bonds	1,237.50	1,237.50	1,237.50	1,237.50	1,237.50	1,237.50	4,950.00
31)		SME&C (Contractor)	Original Area	496,641.95	496,641.95	Bonds	124,160.43	124,160.43	124,160.43	124,160.43	124,160.43	124,160.43	496,641.72
32)		Gas Tax Allocation (Required)	Original Area	19,000.00	19,000.00	Bonds	2,000.00	2,000.00	3,750.00	3,750.00	3,750.00	3,750.00	19,000.00
33)		City of Moreno Valley	Original Area	21,000.00	21,000.00	Bonds	2,500.00	2,500.00	4,000.00	4,000.00	4,000.00	4,000.00	21,000.00
34)		Misc. Expenses - TBD	Original Area	24,300.00	24,300.00	Bonds	20,840.58	20,840.58	0.00	0.00	0.00	0.00	24,300.00
35)		Lim & Nascimento Engineering	Original Area	62,521.73	62,521.73	Bonds	1,064.83	1,064.83	1,064.84	0.00	0.00	0.00	62,521.73
36)		Ninyo & Moore Geotech	Original Area	3,194.50	3,194.50	Bonds	906.00	906.00	0.00	0.00	0.00	0.00	3,194.50
37)	Indian Basin, Appurtenant	Contractual Services PO#41060 CIP 91726	Original Area	906.00	906.00	Bonds	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	906.00
38)	CIP 91726	Project Management CIP 91726	Original Area	45,000.00	45,000.00	Bonds	1,000.00	1,000.00	0.00	0.00	0.00	0.00	45,000.00
		City Consultants	Original Area	1,000.00	1,000.00	Bonds	5,026.32	5,026.32	5,026.32	5,026.32	5,026.32	5,026.32	15,075.96
		Hilfrest Contracting, Inc.	Original Area	15,075.96	15,075.96	Bonds	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	15,075.96
		Federal Emergency Mgmt. Agency	Original Area	3,000.00	3,000.00	Bonds	43,720.48	43,720.48	43,720.48	43,720.48	43,720.48	43,720.48	150,000.00
42)		EMWD	Original Area	43,720.48	43,720.48	Bonds	10,404.13	10,404.13	10,404.13	10,404.13	10,404.13	10,404.13	43,720.48
43)	Ironwood Ave-Day St/Barclay Dr	Capital Project Contract, CIP 91727	Original Area	62,424.79	62,424.79	Bonds	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	62,424.79
44)	CIP 91724	Project Management CIP 91727	Original Area	30,000.00	30,000.00	Bonds	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	30,000.00
45)		Secure title reports for ROW dedication CIP 91727	Original Area	1,500.00	1,500.00	Bonds	262,700.00	262,700.00	262,700.00	262,700.00	262,700.00	262,700.00	1,500.00
46)		On-call Contractor-TBD	Original Area	525,400.00	525,400.00	Bonds	333.33	333.33	333.33	333.33	333.33	333.33	525,400.00
		Construction Contractor, Survey	Original Area	2,000.00	2,000.00	Bonds	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	2,000.00
47)		Legal Services CIP 91728	Original Area	2,000.00	2,000.00	Bonds	83,642.62	83,642.62	83,642.62	83,642.62	83,642.62	83,642.62	2,000.00
48)		Singer & Coffin, APC	Original Area	25,000.00	25,000.00	Bonds	833.33	833.33	833.33	833.33	833.33	833.33	25,000.00
49)		Parsons Transportation	Original Area	2,000.00	2,000.00	Bonds	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	2,000.00
		Project Management CIP 91728	Original Area	2,000.00	2,000.00	Bonds	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	2,000.00
50)		Cont Svcs for dev of Corridor Master Plan CIP 91728	Original Area	25,000.00	25,000.00	Bonds	83,642.62	83,642.62	83,642.62	83,642.62	83,642.62	83,642.62	25,000.00
		Caltrans	Original Area	83,642.62	83,642.62	Bonds	833.33	833.33	833.33	833.33	833.33	833.33	83,642.62
51)	Nason/SR-60 Bridge	Utility relocation CIP 91728	Original Area	5,000.00	5,000.00	Bonds	23,333.33	23,333.33	23,333.33	23,333.33	23,333.33	23,333.33	5,000.00
52)	CIP 91728	Capital Project Contract, CIP 91728	Original Area	140,000.00	140,000.00	Bonds	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	140,000.00
53)		Project Management CIP 91728	Original Area	50,000.00	50,000.00	Bonds	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
54)		Source Inspection CIP 91728	Original Area	50,000.00	50,000.00	Bonds	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
55)		State-furnished Materials CIP 91728	Original Area	50,000.00	50,000.00	Bonds	166,467.80	166,467.80	166,467.80	166,467.80	166,467.80	166,467.80	50,000.00
56)		Caltrans	Original Area	50,000.00	50,000.00	Bonds	83,919.19	83,919.19	83,919.19	83,919.19	83,919.19	83,919.19	50,000.00
		Construction Zone Enforcement CIP 91728	Original Area	50,000.00	50,000.00	Bonds	231,262.11	231,262.11	231,262.11	231,262.11	231,262.11	231,262.11	50,000.00
		Totals - Bonds		1,837,406.03	1,549,706.03		166,467.80	166,467.80	166,467.80	166,467.80	166,467.80	166,467.80	1,549,705.80
		Grand total - This Page		1,837,406.03	1,549,706.03		166,467.80	166,467.80	166,467.80	166,467.80	166,467.80	166,467.80	1,549,705.80

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 TBD - To be determined

Name of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley
 Project Area(s) RDA Project Area All

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34169 (*)

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2011-2012**	*** Funding Source	Payable from Other Revenue Sources					Total
							Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	
57) Survey Consultant - TBD	Capital Project Contract, CIP 91728	Original Area	150,000.00	5,000.00	Bonds						5,000.00	\$ 5,000.00
58) Contractor - TBD	Capital Project Contract, CIP 91728	Original Area	12,264,122.75	-	Bonds							\$ -
59) CM/Inspection - TBD	Capital Project Contract, CIP 91728	Original Area	2,000,000.00	70,000.00	Bonds			10,000.00	20,000.00		20,000.00	\$ 70,000.00
60) Falcon Engineering	Constructability Review CIP 91728	Original Area	32,157.00	32,157.00	Bonds	16,078.50	16,078.50					\$ 32,157.00
61) Nason/SR-60 Bridge	Capital Project Contract, CIP 91728	Original Area	175,000.00	5,000.00	Bonds						5,000.00	\$ 5,000.00
62) CIP 91728	Project Management CIP 91728	Original Area	200,000.00	70,000.00	Bonds	10,000.00	10,000.00	10,000.00	15,000.00		15,000.00	\$ 70,000.00
63) Parsons Transportation	Contractual Services CIP 91728	Original Area	450,000.00	350,000.00	Bonds	87,500.00	87,500.00	87,500.00	87,500.00		2,500.00	\$ 350,000.00
64) Miscellaneous	Advertising/Bidding Expenses CIP 91728	Original Area	10,000.00	10,000.00	Bonds	2,500.00	2,500.00					\$ 10,000.00
65) EMMWD	Meters - CIP 91728	Original Area	15,000.00	15,000.00	Bonds							\$ 15,000.00
66) RCF&WCD	Fees CIP 91728	Original Area	5,000.00	5,000.00	Bonds							\$ 5,000.00
67) City of Moreno Valley	Project Management CIP 91729	Original Area	216,235.70	33,000.00	Bonds	5,500.00	5,500.00	5,500.00	5,500.00		5,500.00	\$ 33,000.00
68) STK Architecture	Capital Project Contract, CIP 91729	Original Area	293,811.37	200,000.00	Bonds	33,333.33	33,333.33	33,333.33	33,333.33			\$ 200,000.00
69) Morrison Park Fire Station	Silver Creek Industries	Original Area	4,035,455.60	3,000,000.00	Bonds	500,000.00	500,000.00	500,000.00	500,000.00			\$ 3,000,000.00
70) CIP 91729	Capital Project Contract, CIP 91729	Original Area	2,187.28	2,100.00	Bonds	350.00	350.00					\$ 2,100.00
71) TBD	Misc. Project Costs CIP 91729	Original Area	99,354.60	99,354.60	Bonds	4,000.00	4,000.00	4,000.00	3,354.60			\$ 99,354.60
72) TBD	Construction Costs CIP 91729	Original Area	691,158.97	345,579.49	Bonds						345,579.49	\$ 345,579.49
73) City of Moreno Valley	Project Management CIP 91731	Original Area	80,000.00	80,000.00	Bonds	40,000.00	40,000.00					\$ 80,000.00
74) Parsons Transportation	Capital Project Contract, CIP 91731	Original Area	27,054.25	27,054.25	Bonds	27,054.25						\$ 27,054.25
75) Staff Consultants	Capital Project Contract CIP 91731	Original Area	1,000.00	1,000.00	Bonds						1,000.00	\$ 1,000.00
76) Miscellaneous	Misc. project-related costs CIP 91731	Original Area	9,873.88	9,873.88	Bonds							\$ 9,873.88
77) So. Calif. Edison	Utility relocation CIP 91731	Original Area	240,472.00	240,472.00	Bonds		240,472.00					\$ 240,472.00
78) Caltrans	State Furnished Materials CIP 91731	Original Area	50,000.00	50,000.00	Bonds						50,000.00	\$ 50,000.00
79) Caltrans	Source Inspection CIP 91731	Original Area	50,000.00	50,000.00	Bonds						50,000.00	\$ 50,000.00
80) Survey Consultant - TBD	Capital Project Contract CIP 91731	Original Area	100,000.00	5,000.00	Bonds						5,000.00	\$ 5,000.00
81) CM/Inspection - TBD	Capital Project Contract CIP 91731	Original Area	763,411.55	30,000.00	Bonds						30,000.00	\$ 30,000.00
82) Geotechnical Consultant - TBD	Capital Project Contract CIP 91731	Original Area	90,000.00	5,000.00	Bonds				5,000.00			\$ 5,000.00
83) Falcon Engineering	Constructability Review CIP 91731	Original Area	25,000.00	25,000.00	Bonds	20,000.00	5,000.00					\$ 25,000.00
84) City of Moreno Valley	Project Management CIP 91731	Original Area	160,000.00	37,000.00	Bonds						8,000.00	\$ 37,000.00
85) RCF&WCD	Inspection fees CIP 91731	Original Area	10,000.00	10,000.00	Bonds						10,000.00	\$ 10,000.00
86) CHP	Const. zone enforcement CIP 91731	Original Area	25,000.00	-	Bonds							\$ -
87) TBD	Advertising & bidding CIP 91731	Original Area	10,000.00	10,000.00	Bonds							\$ 10,000.00
88) EMMWD	Inspection fees CIP 91731	Original Area	50,000.00	-	Bonds						5,000.00	\$ 5,000.00
89) Parsons Transportation	Capital Project Contract CIP 91731	Original Area	350,000.00	300,000.00	Bonds	50,000.00	50,000.00	50,000.00	50,000.00		50,000.00	\$ 300,000.00
Totals - Bonds			\$ 22,681,274.95	\$ 5,122,591.22		\$ 717,189.96	\$ 909,733.83	\$ 716,183.33	\$ 726,183.33	\$ 740,537.93	\$ 1,312,762.84	\$ 5,122,591.22
Grand total - This Page			\$ 22,681,274.95	\$ 5,122,591.22		\$ 717,189.96	\$ 909,733.83	\$ 716,183.33	\$ 726,183.33	\$ 740,537.93	\$ 1,312,762.84	\$ 5,122,591.22

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 *** Funding sources from the successor agency. (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
 TBD - To be determined

Item No. G.1

of Redevelopment Agency: The Community Redevelopment Agency of the City of Moreno Valley
 t Area(s) RDA Project Area All

RECOGNIZED OBLIGATION PAYMENT SCHEDULE Per AB 26 - Section 34169 (*)

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2011-2012**	*** Funding Source	Payable from the Administrative Allowance Allocation						Total		
							Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012			
1) City/Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area	1,225,804.00	1,225,804.00	Admin	145,251.00	145,251.00	145,251.00	145,251.00	145,251.00	145,251.00	145,251.00	871,506.00	
2) City/Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area	505,116.00	505,116.00	Admin	19,137.17	19,137.17	19,137.17	19,137.17	19,137.17	19,137.17	19,137.15	114,823.00	
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Totals - Administrative Allowance Allocation															
							\$ 164,388.17	\$ 164,388.17	\$ 164,388.17	\$ 164,388.17	\$ 164,388.17	\$ 164,388.17	\$ 164,388.15	\$ 164,388.15	\$ 998,329.00

* The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board and audited by the County.

** All total due during fiscal year and payment amounts are projected.

*** Funding sources from the successor agency; (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)

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CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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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

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. AMENDMENT TO THE MUNICIPAL CODE:

Section 12.20.020 of the City of Moreno Valley Municipal Code is hereby amended by declaring the prima facie speed limit (in miles per hour) for the following streets to provide as follows:

Name of Street	Segment Affected	Declared Prima Facie Speed Limit (MILES PER HOUR)
Alessandro Boulevard	Lasselle Street to Nason Street	50
Alessandro Boulevard	Nason Street to Moreno Beach Drive	50
Alessandro Boulevard	Moreno Beach Drive to Merwin Street	40
Alessandro Boulevard	Merwin Street to Theodore Street	50
Alessandro Boulevard	Theodore Street to Gilman Springs Road	50
Bay Avenue	Perris Boulevard to Lasselle Street	35
Cactus Ave	Moreno Beach Drive to 1/2 mile east of Redlands Boulevard	50
Calle San Juan De Los Lagos	Veterans Way to Frederick Street	35
Cottonwood Avenue	Nason Street to Moreno Beach Drive	40
Cottonwood Avenue	Day Street to Frederick Street	40
Cottonwood Avenue	Old 215 Frontage Road to Day Street	35
Day Street	Alessandro Boulevard to Cottonwood Avenue	25

Name of Street	Segment Affected	Declared Prima Facie Speed Limit (MILES PER HOUR)
Eucalyptus Avenue	Morrison Street to Nason Street	40
Gentian Avenue	Heacock Street to Indian Street	40
Gentian Avenue	Kitching Street to Lasselle Street	45
Heacock Street	John F. Kennedy Drive to Southern City Limit	50
Iris Avenue	Perris Boulevard to Kitching Street	50
Ironwood Avenue	Nason Street to Theodore Street	55
John F. Kennedy Drive	Oliver Street to Cactus Avenue	45
Kalmia Avenue	Moreno Beach Drive to Quincy Street	25
Kitching Street	John F. Kennedy Drive to Alessandro Boulevard	45
Kitching Street	Cottonwood Avenue to Eucalyptus Avenue	40
Kitching Street	Eucalyptus Avenue to Sunnymead Boulevard	40
Kitching Street	Elder Street to Ironwood Avenue	30
Lasselle Street	Iris Avenue to Southern City Limit	50
Lasselle Street	John F. Kennedy Drive to Iris Avenue	50
Manzanita Avenue	Heacock Street to Perris Boulevard	40
Moreno Beach Drive/Auto Mall Parkway	John F. Kennedy Drive to Eucalyptus Avenue	55
Moreno Beach Drive	Eucalyptus Avenue to Locust Street	55
Nason Street	Alessandro Boulevard to Ironwood Avenue	45
Oliver Street	Iris Avenue to Laurel Court	25
Oliver Street	Alessandro Boulevard to Cactus Avenue	40
Reche Vista Drive	Heacock Street to Northern City Limit	45
Theodore Street	Alessandro Boulevard to Ironwood Avenue	55

Ordinance No. 837
Date Adopted: January 10, 2012

SECTION 2. BASIS OF DETERMINATION:

There is on file with the City Traffic Engineer a traffic investigative report indicating that the speed limits set forth above are reasonable and safe and most appropriate to facilitate the orderly movement of traffic.

SECTION 3. IMPLEMENTATION:

The City Traffic Engineer shall post appropriate signs giving notice of the prima facie speed limit changed as determined by this Ordinance.

SECTION 4. 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 5. 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 6. 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. 837
Date Adopted: January 10, 2012

ORDINANCE JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this ordinance should follow this jurat.]

Ordinance No. 837
Date Adopted: January 10, 2012

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Summary of Certified Speed Zones

December 2011

Attachment "B"

	Street	Limits	Posted Speed Limit	Recommended Speed	85th %tile Speed	Avg Speed	Pace	Collisions (2 Years)	Length	Volume (1000's)	Coll Rate (per million vehicle miles)	Coll Rate Status	Remarks
1	Alessandro Blvd	Lasselle St to Nason St	50	50	51	49	46-55	4	1.00	8.4	0.65	Below	
2	Alessandro Blvd	Nason St to Moreno Beach Dr	50	50	51	49	45-54	1	1.00	8.4	0.16	Below	
3	Alessandro Blvd	Moreno Beach Dr to Merwin St	40	40	41	39	35-44	5	1.25	8.4	0.65	Below	
4	Alessandro Blvd	Merwin St to Theodore St	50	50	51	49	45-54	0	0.75	2.7	0.00	Below	
5	Alessandro Blvd	Theodore St to Gilman Springs Rd	New	50	51	49	45-54	0	2.00	2.4	0.00	Below	
6	Bay Ave	Perris Blvd to Lasselle St	35	35	35	33	29-38	3	1.00	2.3	1.79	Below	
7	Cactus Ave	Moreno Beach Dr to 1/2 mile east of Redlands Blvd	50	50	52	49	45-54	0	1.50	1.0	0.00	Below	
8	Calle San Juan De Los Lagos	Veterans Way to Frederick St	35	35	36	34	30-39	1	0.31	2.0	2.21	Below	
9	Cottonwood Ave	Nason St to Moreno Beach Dr	40	40	38	41	34-43	2	1.00	4.1	0.67	Below	
10	Cottonwood Ave	Day St to Frederick St	40	40	41	39	36-45	8	1.00	5.0	2.19	Below	
11	Cottonwood Ave	Old 215 Frontage Rd to Day St	35	35	37	34	31-40	1	0.50	1.7	1.61	Below	
12	Day St	Alessandro Blvd to Cottonwood Ave	25	25	37	33	28-37	1	0.50	8.6	0.32	Below	
13	Eucalyptus Ave	Morrison St to Nason St	40	40	42	39	36-45	2	0.50	4.0	1.37	Below	
14	Gentian Ave	Heacock St to Indian St	40	40	40	37	34-43	1	0.50	1.0	2.74	Below	
15	Gentian Ave	Kitching St to Lasselle St	45	45	47	44	40-49	0	0.50	8.8	0.00	Below	
16	Heacock St	John F. Kennedy Dr to Southern City Limit	50	50	52	49	45-54	8	3.00	5.0	0.73	Below	
17	Iris Ave	Perris Blvd to Kitching St	50	50	51	49	44-53	3	1.00	18.8	0.22	Below	
18	Ironwood Ave	Nason St to Theodore St	55	55	56	53	48-57	2	3.00	5.0	0.18	Below	
19	John F. Kennedy Dr	Oliver St to Cactus Ave	45	45	47	44	39-48	4	1.75	5.0	0.63	Below	
20	Kalmia Ave	Moreno Beach Dr to Quincy St	25	25	27	25	23-32	0	0.75	5.0	0.00	Below	
21	Kitching St	John F. Kennedy Dr to Alessandro Blvd	45	45	46	43	37-46	1	1.00	5.0	0.27	Below	
22	Kitching St	Cottonwood Ave to Eucalyptus Ave	40	40	42	39	35-44	1	0.50	5.0	0.55	Below	
23	Kitching St	Eucalyptus Ave to Sunnymead Blvd	40	40	41	38	34-43	1	0.50	7.8	0.35	Below	
24	Kitching St	Elder St to Ironwood Ave	30	30	32	29	25-34	1	0.50	2.3	1.19	Below	
25	Lasselle St	Iris Ave to Southern City Limit	50	50	51	48	43-52	24	2.30	17.2	0.83	Below	
26	Lasselle St	John F. Kennedy Dr to Iris Ave	50	50	52	49	44-53	13	1.00	14.3	1.25	Below	
27	Manzanita Ave	Heacock St to Perris Blvd	40	40	40	38	33-42	1	0.85	5.0	0.32	Below	

Summary of Certified Speed Zones

December 2011

	Street	Limits	Posted Speed Limit	Recommended Speed	85th %tile Speed	Avg Speed	Pace	Collisions (2 Years)	Length	Volume (1000's)	Coll Rate (per million vehicle miles)	Coll Rate Status	Remarks
28	Moreno Beach Dr/Auto Mall Parkway	John F. Kennedy Dr to Eucalyptus Ave	55	55	56	54	50-59	27	2.50	17.3	0.86	Below	
29	Moreno Beach Dr	Eucalyptus Ave to Locust St	55	55	57	54	50-59	2	1.50	6.8	0.27	Below	
30	Nason St	Alessandro Blvd to Ironwood Ave	45	45	47	44	40-49	16	2.00	15.1	0.73	Below	
31	Oliver St	Iris Ave to Laurel Ct	25	25	27	25	23-32	0	0.50	0.7	0.00	Below	
32	Oliver St	Alessandro Blvd to Cactus Ave	40	40	39	37	33-42	0	0.50	0.5	0.00	Below	
33	Reche Vista Dr	Heacock St to Northern City Limit	45	45	50	45	41-50	8	0.50	9.3	2.36	Above	
34	Theodore St	Alessandro Blvd to Ironwood Ave	55	55	56	54	50-59	0	2.00	1.2	0.00	Below	

* Shading indicates a change in the existing speed limit or a new speed zone.

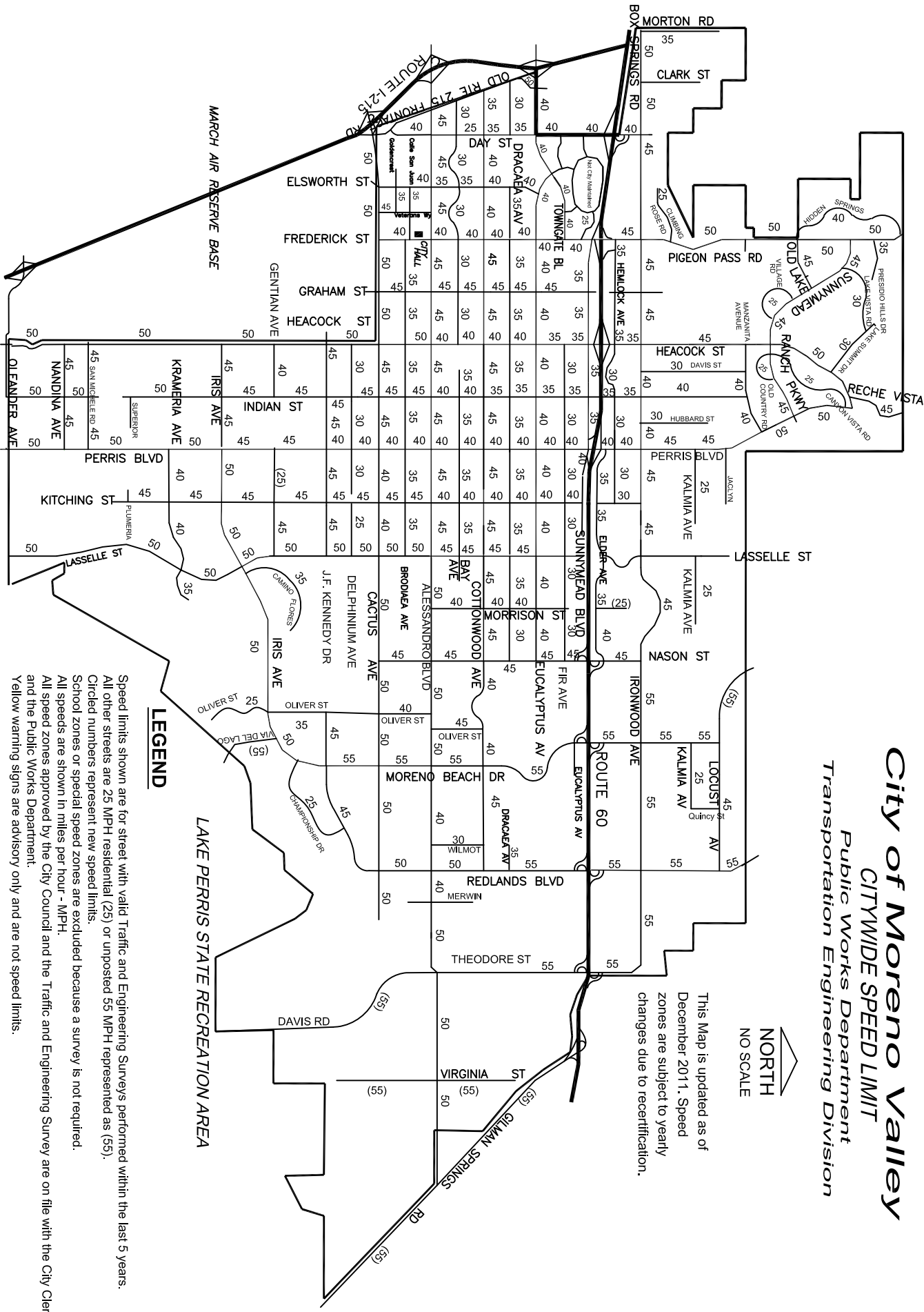
* Collision Rate Status is based on the Caltrans 2005 Collision Data on California State Highway.

City of Moreno Valley

Public Works Department Transportation Engineering Division



This Map is updated as of December 2011. Speed zones are subject to yearly changes due to recertification.



LEGEND

Speed limits shown are for street with valid Traffic and Engineering Surveys performed within the last 5 years. All other streets are 25 MPH residential (25) or unposted 55 MPH represented as (55). Circled numbers represent new speed limits. School zones or special speed zones are excluded because a survey is not required. All speeds are shown in miles per hour - MPH. All speed zones approved by the City Council and the Traffic and Engineering Survey are on file with the City Clerk and the Public Works Department. Yellow warning signs are advisory only and are not speed limits.

The information on this map is provided as a courtesy and deemed reliable based on Traffic & Engineering Surveys on file. The City makes no guarantee or warranty regarding the accuracy of this map.

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