

**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**

**July 9, 2013**

**SPECIAL PRESENTATIONS – 5:30 P.M.**  
**REGULAR MEETING – 6:00 P.M.**

**City Council Study Sessions**

First & Third Tuesdays of each month – 6:00 p.m.

**City Council Meetings**

Second & Fourth Tuesdays of each month – 6:00 p.m.

**City Council Closed Sessions**

*Immediately following Regular City Council Meetings and  
Study Sessions, unless no Closed Session Items are Scheduled*

**City Hall Council Chamber - 14177 Frederick Street**

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

Marcelo Co, Mayor Pro Tem  
Jesse L. Molina, Council Member

Tom Owings, Mayor

Richard A. Stewart, Council Member  
Victoria Baca, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**July 9, 2013**

**CALL TO ORDER – 5:30 PM**

**SPECIAL PRESENTATIONS**

1. Presentation of 4th of July Parade Awards
2. Business Spotlight
  - a) Fix Auto Moreno Valley
  - b) Estates, Furniture, Cabinets & Flooring

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

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

**REGULAR MEETING - 6:00 PM  
JULY 9, 2013**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Dr. Janet Wallace - Agape Fellowship

**ROLL CALL**

**INTRODUCTIONS**

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

**PUBLIC COMMENTS ON 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.

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## **JOINT CONSENT CALENDARS (SECTIONS A-D)**

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

### **A. CONSENT CALENDAR-CITY COUNCIL**

#### **A.1 ORDINANCES - READING BY TITLE ONLY**

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

#### **A.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)**

**Recommendation:**

1. Approved as submitted.

#### **A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)**

**Recommendation:**

1. Approved as submitted.

#### **A.4 REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT (Report of: Public Works Department)**

**Recommendations**

1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

#### **A.5 ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Management Services Department)**

**Recommendation:**

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1. Adopt the Annual Statement of Investment Policy

- A.6 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY  
(Report of: Public Works Department)

**Recommendations**

1. Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

- A.7 AGREEMENT FOR ON-CALL LEGAL SERVICES  
(Report of: City Attorney Department)

**Recommendations**

1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave.
2. Authorize the City Attorney to execute subsequent extensions or amendments subject to budget constraints and approvals.

- A.8 APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011  
(Report of: Fire Department)

**Recommendations**

1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City to Enter into a Memorandum of Understanding With the City of Riverside Office of Emergency Management Regarding Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011.
2. Authorize the allocation of \$8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.
3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.

4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.
5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.
6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.

A.9 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77  
(Report of: Public Works Department)

**Recommendations**

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed \$1,750,183.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.
3. Authorize the issuance of a Purchase Order with RBF Consulting totaling \$1,750,183 when the Agreement has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.
5. Authorize the re-appropriation of \$2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange Improvements project.

A.10 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)  
(Report of: Public Works Department)

**Recommendation:**

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1. Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

A.11 AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS  
(Report of: Financial & Management Services Department)

**Recommendations**

1. Waive the formal bidding requirements for technology annual maintenance payments.
2. Waive the insurance requirements for technology annual maintenance payments.
3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed \$850,069 during Fiscal Year 2013-14 according to the schedule.

A.12 ACCEPTANCE OF DONATION IN THE AMOUNT OF \$12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY  
(Report of: Administrative Services Department)

**Recommendations**

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of \$12,214.
2. Authorize the increase of \$12,214 to the Moreno Valley Library FY 2012-13 operating budget.
3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

A.13 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS –  
PROJECT NO. 801 0012 70 77  
(Report of: Public Works Department)

**Recommendations**

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of \$39,091 for the SR-60/Nason Street Interchange Improvements.
2. Authorize the City Manager to execute the Change Order to the

Purchase Order for All-American Asphalt.

3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.
4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016  
(Report of: Administrative Services Department)

**Recommendation:**

1. Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

A.15 APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013  
(Report of: Financial & Management Services Department)

**Recommendation:**

1. Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of \$17,065,756.74. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

A.16 AUTHORIZATION FOR THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL. V. CITY OF MORENO VALLEY  
(Report of: City Attorney Department)

**Recommendation:**

1. Staff recommends that the City Council authorize the Mayor to sign the Second Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

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- A.17 RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP  
(Report of: Community & Economic Development Department)

**Recommendation:**

1. Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of \$700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

- A.18 PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013  
(Report of: Community & Economic Development Department)

**Recommendations**

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

- A.19 APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES  
(Report of: Public Works Department)

**Recommendation:**

1. Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

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## **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 JUNE 25, 2013 (Report of: City Clerk's Department)**

**Recommendation:**

1. Approve as submitted.

### **B.3 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION (Report of: Financial & Management Services Department)**

**Recommendations**

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).
2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not-to-exceed (NTE) amount of \$104,282.00 (\$85,482.00 for base and \$18,800.00 for additional work).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

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

### **C.1 ORDINANCES - READING BY TITLE ONLY**

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

### **C.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)**

**Recommendation:**

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1. Approve as submitted.

#### **D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

##### **D.1 ORDINANCES - READING BY TITLE ONLY**

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

##### **D.2 MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report of: City Clerk's Department)**

**Recommendation:**

1. Approve as submitted.

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

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

##### **E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14**

(Report of: Financial & Management Services Department)

**Recommendations That the City Council:**

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.
2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14. A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2013-14 and Repealing Prior Resolutions that may be in Conflict.

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

#### **G. REPORTS**

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

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

##### **G.2 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT**

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SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM

(Report of: Public Works Department)

**Recommendations That the City Council:**

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.
2. Authorize the City Manager to execute an agreement with All City Management Services.
3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of \$440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

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

**H. LEGISLATIVE ACTIONS**

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 25, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

**Recommendations That the City Council:**

1. Adopt Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section

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6.02 of Chapter 6 of the City of Moreno Valley Municipal Code  
Relating to Refuse Collection, Transfer and Disposal.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

**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 Conference Room C, First 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(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

a) Case: *Nancy Thompson v City of Moreno Valley*  
Court: Riverside Superior Court  
Case No: RIC 1306943

b) Case: *City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency, et al*  
Court: Sacramento Superior Court  
Case No: 34-2013-80001478

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- a) Property: 33kV Substation Site
- City Negotiator: Ahmad R. Ansari, P.E.
- Under Negotiation: Price and terms of payment
- APN/Caltrans Parcel: 316-100-028, 030, 048, 050 and 051
- Owner: Moorpark Country Property

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

**ADJOURNMENT**

**CERTIFICATION**

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Jane Halstead, CMC,  
City Clerk

Date Posted: July 3, 2013

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**MINUTES**  
**CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY**  
**June 25, 2013**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. Shor Denny - Safe Routes to School Award Presentation

**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 – 6:00 PM  
June 25, 2013**

**CALL TO ORDER**

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:02 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

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

**ROLL CALL**

Council:

Tom Owings	Mayor
Marcelo Co	Mayor Pro Tem
Victoria Baca	Council Member
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Richard Teichert	Chief Financial Officer/City Treasurer
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director
Tom DeSantis	Assistant City Manager
Mike McCarty	Parks & Community Services Director

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## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jeffrey Giba.

## INVOCATION - Pastor Mark Orellana - Victory Outreach

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

Mayor Tom Owings announced that 15 minutes will be allowed for public comments. Public comments will be taken until 6:20 p.m., and the remainder before Closed Session.

### Jeffrey Giba

1. City business/concerns

### Betty Masters

1. Opposed to World Logistics Center

### Sherald Koliboski (MVCEA)

1. Thanked for selecting City Manager Michelle Dawson as a city manager
2. Thanked the mayor for establishing relationship with employees

### Kathy Savala (MVCEA)

1. Thanked for selecting City Manager Michelle Dawson as a city manager
2. Employees relationship with the Mayor
3. Congratulated MVTV-3 staff for Emmy nomination

### Kenny Bell

1. Voicing opinions

### Deanna Reader

1. Community involvement
2. Input from the public

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

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY

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

A.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

**Recommendation:**

Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

A.5 AUTHORIZE PLACEMENT OF AN OFFICER ON THE "WESTERN RIVERSIDE COUNTY POST-RELEASE ACCOUNTABILITY AND COMPLIANCE TEAM"

(Report of: Police Department)

**Recommendation:**

Approve the placement of an officer on the "Western Riverside County Post-Release Accountability and Compliance Team" (WEST-PACT).

A.6 APPROVE EQUIPMENT LEASE AND PURCHASE OPTION AGREEMENT

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June 25, 2013

BETWEEN MUNI-FED ENERGY, INC. AND THE CITY OF MORENO VALLEY

(Report of: Public Works Department)

**Recommendations**

1. Approve Equipment Lease and Purchase Option Agreement between Muni-Fed Energy, Inc. and the City of Moreno Valley.
2. Authorize the City Manager to execute the Agreement on behalf of the City.

A.7 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

(Report of: Financial & Management Services Department)

**Recommendation:**

Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") approve and adopt Resolution No. 2013-49. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate For Fiscal Year 2013/14.

A.8 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

(Report of: Financial & Management Services Department)

**Recommendation:**

Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 3 (Auto Mall Refinancing), adopt Resolution No. 2013-50. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 3 (Auto Mall Refinancing) for Fiscal Year 2013/14.

A.9 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14

(Report of: Financial & Management Services Department)

**Recommendation:**

Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District No. 87-1 (Towngate) adopt Resolution No. 2013-51. A Resolution of the City Council of the City Of Moreno Valley,

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California, Approving the Calculation of the Maximum Special Tax Rate For Community Facilities District No. 87-1 (Towngate) for Fiscal Year 2013/14.

- A.10 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14  
(Report of: Financial & Management Services Department)

**Recommendation:**

Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1, Improvement Area No. 1 to adopt Resolution No. 2013-52. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 for Fiscal Year 2013/14.

- A.11 APPROVAL OF THE CALCULATION OF THE MAXIMUM SPECIAL TAX RATE FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2013/14  
(Report of: Financial & Management Services Department)

**Recommendation:**

Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2013-53. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax Rate for Moreno Valley Community Facilities District No. 5 for fiscal year 2013/14.

- A.12 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. WQB 12/13 CITY OF MORENO VALLEY LANDSCAPING AND IRRIGATION MAINTENANCE OF THE WATER QUALITY CONTROL BASINS  
(Report of: Community & Economic Development Department)

**Recommendations**

1. Approve the Agreement for WQB-12/13 City of Moreno Valley Landscaping and Irrigation Maintenance of the Water Quality Control Basins with Excel Landscape, Inc., 710 Rimpau Ave., Suite 108, Corona, CA 92879 for landscape maintenance services of the water quality control basins.
2. Authorize the City Manager to execute the Agreement for WQB-12/13 with Excel Landscape, Inc.

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3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of \$80,880.00 (\$74,880.00 for base and \$6,000.00 for additional work).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.13 P10-085 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS  
(Report of: Community & Economic Development Department)

**Recommendations**

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for P10-085.
2. Authorize the Mayor to execute the agreement.
3. Direct the City Clerk to forward the signed agreement to the County Recorder’s office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.14 TRACT MAP 31319 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DUNLAVY COURT, INDIAN STREET AND HUBBARD STREET ASSOCIATED WITH THE PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM  
(Report of: Community & Economic Development Department)

**Recommendations**

1. Adopt the proposed Resolution No. 2013-54. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31319 and Accepting the Portions of Dunlavy Court, Indian Street, and Hubbard Street Associated with the Project into the City’s Maintained Street System.
2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the remaining Material and

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

A.15 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2013/2014 RATE ADJUSTMENT

(Report of: Public Works Department)

**Recommendation:**

Approve the Waste Management of the Inland Empire proposed FY 2013/2014 Rate Adjustment.

A.16 ADOPT RESOLUTION OF THE CITY OF MORENO VALLEY SUPPORTING THE RE-DESIGNATION OF RIVERSIDE COUNTY AS A RECYCLING MARKET DEVELOPMENT ZONE DUE TO AN INCREASE IN BOUNDARIES

(Report of: Public Works Department)

**Recommendation:**

Adopt Resolution No. 2013-55. A Resolution of the City of Moreno Valley Supporting the Redesignation of Riverside County as a Recycling Market Development Zone Due to an Increase in Boundaries.

A.17 PA07-0165 (PM 35859) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF KNOX STREET, SAN MICHELE ROAD, NANDINA AVENUE AND PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM

(Report of: Community & Economic Development Department)

**Recommendations**

1. Adopt the proposed Resolution No. 2013-56. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA07-0165 (Parcel Map 35859) and Accepting the Portions of Knox Street, San Michele Road, Nandina Avenue and Perris Boulevard Associated with the Project into the City’s Maintained Street System.
2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL

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CONSULTANT SERVICES TO KTU+A FOR THE CITY OF MORENO VALLEY BICYCLE MASTER PLAN UPDATE - PROJECT NO. 801 0045 70 76

(Report of: Public Works Department)

**Recommendations**

1. Approve the Agreement for Professional Consultant Services with KTU+A, for the City of Moreno Valley Bicycle Master Plan Update project.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with KTU+A.
3. Authorize the issuance of a Purchase Order to KTU+A in the amount of \$134,381.00 when the Agreement has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with KTU+A, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.19 FINAL APPROPRIATION FOR CAPITAL PROJECTS FUNDED BY THE 2007 TAX ALLOCATION BONDS

(Report of: Financial & Management Services Department)

**Recommendations**

1. Approve the final appropriation for capital projects funded by the 2007 Tax Allocation Bonds as presented in Attachment 1.
2. Approve the creation of the Capital Project Reimbursement Fund (Fund 3008) to record the receipt of federal, state and local project reimbursements and appropriate the revenues and expenses presented in Attachment 1 in the amount of \$834,525.

A.20 RESOLUTION TO RATIFY THE APPLICATION FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) AND TO ACCEPT THE \$60,317 ALLOCATION TO THE CITY

(Report of: Community & Economic Development Department)

**Recommendations That the City Council:**

1. Approve Resolution 2013-58 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant (JAG) and to accept the \$60,317 allocated to the City. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice

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Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the \$60,317 Allocation.

2. Authorize revenue and expenditure budget appropriations of \$60,317 respectively to a new JAG Grant Fund for FY 2013-14.

A.21 AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO BURST COMMUNICATIONS, INC. FOR THE MVTV-3 BROADCAST EQUIPMENT UPGRADE PROJECT – PROJECT NO. 803 0021 70 77  
(Report of: Public Works Department)

**Recommendations**

1. Approve the Agreement for Professional Consultant Services with Burst Communications, Inc., 8200 S. Akron Street, Suite 108; Centennial, CO 80112, for the MVTV-3 Broadcast Equipment Upgrade Project.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Burst Communications, Inc. in the form attached hereto.
3. Authorize the issuance of a Purchase Order to Burst Communications, Inc., totaling \$460,000 (\$450,720 plus \$9,280 contingency) when the Agreement has been signed by all parties.
4. Authorize the Public Works Director / City Engineer to execute any subsequent related minor Amendments to the Agreement for Professional Consultant Services with Burst Communications, Inc. up to, but not to exceed, the contingency amount of \$9,280, subject to the approval of the City Attorney.
5. Authorize the transfer of \$500,000 within the Public / Education / Government Access Program (PEG) Fund from account 2011-16-16-16150-620910 to the CIP – Buildings account 2011-70-77-80003-720199.

A.22 SECOND AMENDMENT TO AGREEMENT WITH DMC DESIGN GROUP FOR MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 801 0011 70 77  
(Report of: Public Works Department)

**Recommendations**

1. Approve the Second Amendment to Agreement for Professional

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Consultant Services with DMC Design Group for the additional work needed to complete the design for the Moreno Townsite Area Storm Drain and Miscellaneous Street Improvements.

2. Authorize the City Manager to execute the Amendment to Agreement for Professional Consultant Services with DMC Design Group.
3. Authorize an increase to the Purchase Order to DMC Design Group not to exceed the amount of \$28,000 once the Amendment to Agreement has been signed by all parties.

A.23 ADOPT RESOLUTION NO. 2013-59 APPROVING THE LOAN AGREEMENT FROM THE GENERAL FUND TO THE POLICE FACILITIES DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF \$3,000,000, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF \$145,000 AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND IN THE AMOUNT OF \$175,000  
(Report of: Financial & Management Services Department)

**Recommendation:**

Staff recommends that the Council adopt Resolution 2013-59 approving the Loan Agreements from the General Fund to the Police Facilities Development Impact Fee Fund in the amount of \$3,000,000, the Recreation Center Development Impact Fee Fund in the amount of \$145,000 and the Animal Services Development Impact Fee Fund in the amount of \$175,000. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee Fund in the Amount of \$3,000,000, the Recreation Center Development Impact Fee Fund in the Amount of \$145,000 and the Animal Shelter Development Impact Fee Fund in the Amount of \$175,000.

A.24 ADOPT RESOLUTION NO. 2013-60 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE LIBRARY DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND  
(Report of: Financial & Management Services Department)

**Recommendations**

1. Adopt Resolution 2013-60. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement Between the Library Development Impact Fee Fund and the Facility Construction Fund in the Amount of \$4,000,000 Plus Interest for the FY 2012/13 Period Extending the Repayment Term to June 30, 2014.

2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Library Development Impact Fee Fund to the Facility Construction Fund.

A.25 ADOPT RESOLUTION NO. 2013-61 APPROVING THE FIRST EXTENSION TO THE LOAN AGREEMENT FROM THE CORPORATE YARD DEVELOPMENT IMPACT FEE FUND TO THE FACILITY CONSTRUCTION FUND

(Report of: Financial & Management Services Department)

**Recommendations**

1. Adopt Resolution 2013-61. A Resolution of the City Council of the City of Moreno Valley, California, Approving the First Extension to the Loan Agreement from the City of Moreno Valley Corporate Yard Development Impact Fee Fund to the City of Moreno Valley Facility Construction Fund in the amount of \$2,500,000 plus interest for the FY 2012/13 period extending the repayment term to June 30, 2014.
2. Authorize the City Manager to execute the First Extension to Loan Agreement for the interfund loan from the Corporate Yard Development Impact Fee Fund to the Facility Construction Fund.

A.26 AMENDMENTS TO PERSONNEL POLICY 5.14 – MANAGEMENT CONTRACTS

(Report of: City Manager Department)

**Recommendation:**

Approve Personnel Policy 5.14 which updates terms for employment of at-will management employees.

A.27 APPROVAL OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND CITY MANAGER MICHELLE DAWSON FOR THE POSITION OF CITY MANAGER

(Report of: City Attorney Department)

**Recommendation:**

Approve the Employment Agreement between the City of Moreno Valley and City Manager Michelle Dawson for the position of City Manager.

A.28 REQUEST TO ESTABLISH THE BUILDING & NEIGHBORHOOD SERVICES DIVISION MANAGER POSITION

(Report of: Administrative Services Department)

**Recommendation:**

Adopt the new position, class specification and salary range of the Building

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& Neighborhood Services Division Manager in the Community & Economic Development Department.

## **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 JUNE 11, 2013 (Report of: City Clerk's Department)**

**Recommendation:**

Approve as submitted.

### **B.3 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON THURSDAY, JULY 4, 2013 (Report of: Parks & Community Services Department)**

**Recommendations**

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2013. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way; Frederick Street between Centerpointe Drive and Cactus Avenue; Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive; Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive; Dracaea Avenue between Pan Am Boulevard and Kochi Drive; Atlantic Circle east of Frederick Street; Brabham Street between Frederick Street and Andretti Street; TownGate Boulevard between Frederick Street and Heritage Way; Bay Avenue between Kristina Court and Courage Street; Alessandro Boulevard between Chagall Court and Elsworth Street; Brodiaea Avenue between Joy Street, and Frederick Street; Resource Way between Frederick Street and Corporate Way; Corporate Way between Calle San Juan de Los Lagos and Resource Way; Eastridge Street between Frederick Street and Heritage Way; Calle San Juan De Los Lagos between Frederick Street and Veterans Way; Veterans Way between Business Center Drive and Alessandro Boulevard; New Hope between Veterans Way and Elsworth; Veterans Way between Cactus Avenue and Alessandro Boulevard, and Heritage Way between TownGate Boulevard and Town Circle.
2. Authorize the closure of Dracaea Avenue between Morrison Street and Nason Street, between the hours of 6:00 a.m. on Thursday, July 4, 2013 through 5:00 p.m. on Friday, July 5, 2013 for the purpose of conducting the Fourth of July Festival and Fireworks Program

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scheduled to take place on July 4, 2013.

3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets in the vicinity of Morrison Park as directed by the Moreno Valley Police Department.

**B.4 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2013/14**

(Report of: Financial & Management Services Department)

**Recommendation:**

Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2013-15 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2013/14. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2013/14

**B.5 AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION**

(Report of: Financial & Management Services Department)

**Recommendations**

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).
2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not-to-exceed (NTE) amount of \$104,282.00 (\$85,482.00 for base and \$18,800.00 for additional work).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

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**C. CONSENT CALENDAR - HOUSING AUTHORITY**

C.1 ORDINANCES - READING BY TITLE ONLY

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

C.2 MINUTES - REGULAR MEETING OF JUNE 11, 2013 (Report of: City Clerk's 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 JUNE 11, 2013 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

**Motion to Continue Items A.4 and B.5 to July 9, 2013 City Council meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina**

**Approved by a vote of 5-0.**

**Motion to Approve Joint Consent Calendar Items A.1 through D.2 (except Items A.4 and B.5, which were continued) by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart**

**Approved by a vote of 5-0.**

**E. PUBLIC HEARINGS**

E.1 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS

(Report of: Public Works Department)

**Recommendations That the City Council:**

1. Approve placing the submitted list of delinquent solid waste accounts that are attached to this report on the Fiscal Year (FY) 2013/2014 Riverside County property tax roll for collection.

2. Direct the City Clerk to file with the Riverside County Auditor a

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certified copy of Resolution No. 2012-55 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

**Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart**

**Approved by a vote of 5-0.**

**Motion to Approve Recommendation No. 2 by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina**

**Approved by a vote of 5-0.**

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

**G. REPORTS**

- G.1 RECOMMENDATION TO OUTSOURCE MORENO VALLEY LIBRARY SERVICES  
(Report of: City Manager Department)

**Recommendations That the City Council:**

1. Select Library Systems and Services, LSSI to provide library services in the City of Moreno Valley, with a target implementation date prior to September 15, 2013.
2. Authorize the City Manager to sign a contract for provision of outsourced library services consistent with the terms outlined in this report, with approval by the City Attorney.

Recess;  
Reconvened

Mayor Tom Owings opened the agenda item for public comments, which were received from Les Johnson (opposes), Evelyn Bell (opposes), Tom Thornsley, John Tabarrini, Paula Winter (opposes), and Deanna Reeder (opposes).

**Motion to Approve by m/Council Member Victoria Baca, s/Council Member Jesse L. Molina**

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**Approved by a vote of 5-0.**

**Motion to Approve by m/Council Member Victoria Baca, s/Council Member Richard A. Stewart**

**Approved by a vote of 5-0.**

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS  
(Report of: City Clerk Department)

**Recommendations That the City Council:**

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.
2. Appoint those applicants who received majority vote by the City Council.
3. Confirm the appointment of Shor Denny to the Traffic Safety Commission as the Moreno Valley Parent-Teacher Council representative, with a term expiring June 30, 2016.
4. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

**Motion to Continue the item to August 27, 2013 and extend the expiring terms of the current board members and commissioners to August 31, 2013 by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart**

**Approved by a vote of 5-0.**

G.3 APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2015  
(Report of: Administrative Services Department)

**Recommendations That the City Council:**

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City

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Employees Association (Attachment A), and Moreno Valley Management Association (Attachment B) for the period of July 1, 2013 through June 30, 2015.

2. Extend the economic provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees as well as those in unrepresented classifications.
3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.
4. Direct the Chief Financial Officer to adjust FY 2013-14 and FY 2014-15 Budget Appropriations as outlined in this report (projected cost of \$1,706,870 with General Fund impact projected at \$734,527) to reflect the Council's approval of these Memoranda of Understanding.

Mayor Tom Owings opened the agenda item for public comments, which were received from Daryl Terrell, Deanna Reeder and Tom Thornsley (opposes).

**Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca**

**Approved by a vote of 5-0.**

**Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca**

**Approved by a vote of 5-0.**

**Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca**

**Approved by a vote of 5-0.**

**Motion to Approve Recommendation No. 4 by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca**

**Approved by a vote of 5-0.**

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

City Manager stated that this is the first time since 2008 that the City has a balanced budget without using reserves; the addition of Aldi, an

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international grocery chain, to our business community is a huge win for Moreno Valley. Aldi has selected Moreno Valley to locate its distribution center and regional headquarters; staff is ready to facilitate their move to our community. With the approval of the MOUs tonight, the City Council re-established City Hall hours to our development community; the development services staff is ready to welcome our business community back on the 2<sup>nd</sup> and 4<sup>th</sup> Fridays of the month beginning on July 12. Thanked the Moreno Valley Chamber of Commerce, local restaurants and members of the executive team that participated in the Taste of the Valley event last weekend. Executive management team members will participate in this year's July 4th parade.

G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - none

## H. LEGISLATIVE ACTIONS

### H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1.1 AMENDMENT TO CHAPTER 6.02 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTION OF THE PROPOSED ORDINANCE RELATED TO ILLEGAL HAULING AND COMMERCIAL RECYCLING BIN SCREENING (Report of: Public Works Department)

#### **Recommendations That the City Council:**

Introduce the proposed Ordinance No. 866. An Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 6.02 of Chapter 6 of the City of Moreno Valley Municipal Code Relating to Refuse Collection, Transfer and Disposal.

Mayor Tom Owings opened the agenda item for public comments, which were received from Deanna Reeder.

**Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina**

**Approved by a vote of 5-0.**

### H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 870 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE

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LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043). (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 11, 2013 BY A 4-0-1 VOTE, MAYOR TOM OWINGS RECUSED HIMSELF) (Report of: Community & Economic Development Department)

**Recommendations That the City Council:**

Adopt Ordinance No. 870. An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion Of -043).

Mayor Tom Owings recused himself and left the Council Chamber in order to fulfill a campaign promise of not voting on matters that involve large contributors to his campaign.

**Motion to Approve by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Marcelo Co**

**Approved by a vote of 4-0-1, Mayor Tom Owings recused himself.**

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

**AGENDA ORDER**

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

Continued the remainder of the public comments:

**Curtis Gardner (Concerned Citizens of Moreno Valley)**

1. Citizens' voice in government; accountability and transparency

**Craig Givens**

1. FBI investigation

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2. Budget issue - concession on utilities; jobs; revenues
3. March Joint Power

Alicia Espinoza (Moreno Valley Concerned Citizens)

1. Recall of the Mayor

Brandon Cam (Moreno Valley Historical Society)

1. Preservation/restoration of local historic properties, including Red Cross building on former military land (March Joint Powers property) established during World War II; more information on the Historical Society Web site

Tom Thornsley

1. Community awareness meeting regarding World Logistic Center - invited everyone to attend a meeting on July 13 at Moreno Valley High School
2. Lawsuit opposing Medical facility planned at March Air Force Base

Louise Palomarez

1. Congratulated the new City Manager Michelle Dawson and the new Acting City Attorney Suzanne Bryant
2. Budget/jobs

Robert Palomarez

1. Budget; Commented on other speakers' comments

Jo Ann M. Stephan

1. Great job done by Council
2. Proposal for the library

Daryl Terrell

1. Comes with solutions to problems

2. Cuts in public safety
3. Warehouses
4. Campaign contributions

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

Council Member Victoria Baca

1. Asked the Parks and Recreation Director for July 4th celebration update
2. Is proud that the Council appointed women to leadership positions (City Manager, City Clerk and City Attorney)
3. Reducing furlough will help very much, bringing staff on Fridays to meet community's needs
4. Is very optimistic and happy about Aldi coming to Moreno Valley; Aldi will be the second building coming up against Freeway 60; heard a lot of positive comments; we will have more businesses coming to Moreno Valley; glad about business-friendly attitude

Mayor Pro Tem Marcelo Co

1. Stated that we have a brighter future now; asked citizens for suggestions for improvements and solutions to the problems; emphasized that any job is a good job; any business that wants to come to the City, is welcomed and should be given a break; asked for residents' positive input; is trying to bring jobs

Council Member Jesse Molina

1. Concurred with Mayor Pro Tem Marcelo Co's remarks; stated that the Council has to make tough decisions; loyalty is to the City first, not to other agencies; we are losing the war of commerce to surrounding cities, resulting in budget cuts; we need to get the jobs here
2. Wants to go in a positive direction

Council Member Richard Stewart

1. Stated that the article in L.A. Times regarding Aldi foods is very positive.

MINUTES  
June 25, 2013

The City did concession on utilities - the reason we started the utility is to attract business; Aldi is bringing headquarters along with its distribution center; we need to give incentives to be competitive and attract business

2. Interim Economic & Development Director John Terrell is working with possible clients to come in to the old Albertson and Ralphs

3. Moreno Valley Sheriff's Department is using updated sophisticated methods to fight crime: sophisticated tracking devices that can be used during robbery, new camera system to assist crime solutions, checkpoints, which are successful at catching criminals, special burglary suppression team to solve crimes, computerized assessment allocation of resources; almost every year new innovations are coming; cuts are coming next year - hopes that revenues will go up

4. Warehouses next to the freeway are at the proper place; is not proper to put houses next to the freeway

#### Mayor Tom Owings

1. Applauded the City Manager for the new stricter dress code, which is a sign of respect

2. Stated that you can learn a lot about a person how he treats others: Mayor Pro Tem Marcelo Co participated in the last Council meeting via telephone, as he was abroad attending his mother's funeral; he took care of his 95 year-old mother; Is proud of remarks made by Council Member Jesse Molina - the only things Council Member Molina has in mind is good for the City; might disagree with Council Member Richard Stewart from time to time, but both usually vote alike; has the highest regard for Richard's experience on this Council – stated that we have a very unified council and that he believes that majority of population supports the current council

3. On Saturday, attended Rising Star Academy graduation, which graduated 117 students; the Academy is getting students through high school with aspiration for meaningful life and job

4. Attended with his wife the 25th anniversary of ROTC program; it was astonishing to see these cadets with almost 95% graduation rate; the community needs to support these kids; asked the community to see what good is going on and duplicate it; ROTC program is run by Valley View High School

5. Shared the City Manager's appreciation for the good press about Aldi

6. Stated that last November he was candid with voters what he is going to do to keep Moreno Valley from becoming the next San Bernardino; no

MINUTES  
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mayor should be afraid to make an unpopular decision

There being no further business to conduct, the meeting was adjourned at 10:33 p.m. to Closed Session by unanimous informal consent.

### **CLOSED SESSION**

The City Attorney announced that three cases listed on the agenda under Government Code Section 54956.9(d)1 will be discussed.

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

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

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in Conference Room C, First Floor, City Hall. The City Council met 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.

The Closed Session was held pursuant to Government Code:

1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

- a) Rodriguez, Olga V. City of Moreno Valley
- b) Silver Creek Industries, Inc. V. City of Moreno Valley
- c) Verizon California Inc. V. California State Board of Equalization, et al.

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

MINUTES  
June 25, 2013



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

None

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 10:45 p.m. by unanimous informal consent.

Submitted by:

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

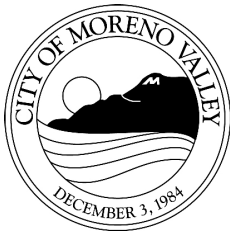
Approved by:

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Mayor Tom Owings  
President, Moreno Valley Community Services District  
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley  
Chairperson, Moreno Valley Housing Authority  
Chairperson, Board of Library Trustees

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** July 9, 2013

**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

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### RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of June 19 - July 2, 2013.

<i>Reports on Reimbursable Activities</i>			
June 19 - July 2, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	\$25.00
	6/26/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	\$15.00
	6/26/13	Carol Fairfield's Retirement Luncheon	\$7.00
	7/2/13	Moreno Valley Hispanic Chamber of Commerce Adelante	\$10.00
Marcelo Co	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	\$25.00
Jesse L. Molina	6/26/13	Carol Fairfield's Retirement Luncheon	\$7.00
	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	\$25.00
Tom Owings	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	\$25.00

Richard A. Stewart	6/22/13	Moreno Valley Chamber of Commerce Taste of the Valley	\$25.00
	6/26/13	Carol Fairfield's Retirement Luncheon	\$7.00
	6/27/13	Moreno Valley Chamber of Commerce Leadership Moreno Valley	\$25.00

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

Department Head Approval:  
 Jane Halstead  
 City Clerk

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



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 9, 2013

**TITLE:** REQUEST TO CONDUCT A FULL ROAD CLOSURE OF GILMAN SPRINGS ROAD IN SUPPORT OF RIVERSIDE COUNTY RECONSTRUCTION PROJECT

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### **RECOMMENDED ACTION**

Recommendations:

1. Authorize a full road closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard from September 15, 2013 to November 15, 2013.
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

### **BACKGROUND**

The County of Riverside and the City of Moreno Valley propose to complete roadway improvements on Gilman Springs Road from SR60 to approximately 1.70 miles southerly of Alessandro Boulevard. The County of Riverside has received grant funding from the Highway Safety Improvement Program (HSIP) to perform safety enhancements within the corridor. Additionally, the City of Moreno Valley has an approved CIP project (801 0042 70 77-2002) to perform pavement rehabilitation within the project limits. With both projects being in the same location, the City and the County felt that it would be most cost effective and efficient to combine them into one effort.

On August 28, 2012 the City Council approved a construction reimbursement agreement with the County of Riverside for the project. This agreement was fully executed by the County of Riverside on February 26, 2013. The County is the lead agency for both the design and construction phase of these improvements.

## **DISCUSSION**

The duration of the actual road closure will be approximately 45 working days. However, staff is requesting authorization for a closure window of approximately 60 calendar days due to potential delays experienced during bidding and other pre-construction activities. After the actual closure start date has been finalized all impacted agencies will be informed and advanced notification signage will be installed.

The request for the road closure is due to major improvement work required including complete pavement rehabilitation of the existing roadway, widening for the provision of six foot paved / 2 foot graded shoulders, extension of existing drainage facilities, curve realignment in three locations, the addition of a passing lane southerly of Alessandro Boulevard, and intersection improvements at Alessandro Boulevard for the provision of a northbound left turn pocket.

To expedite the construction, the contractor will be allowed to work from 6:00 a.m. to 6:00 p.m., seven days a week for sixty calendar days including holidays. During the closure, access will be maintained for local residents and businesses. Through traffic will be temporarily re-routed to SR79 in accordance with an approved road closure / detour / traffic control plan (attachment 1).

The closure of Gilman Springs Road will significantly enhance the safety for both the contractor and the motoring public, will shorten the construction duration by six months, and reduce the overall costs of the project by 25 percent.

## **ALTERNATIVES**

1. Authorize a full closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard for the construction of street improvements from September 15, 2013 to November 15, 2013. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. *This alternative will provide for a safer work environment, significantly reduce the construction duration / overall cost of the project.*
2. Do not authorize a full closure of Gilman Springs Road from SR60 to approximately 1.7 miles southerly of Alessandro Boulevard for the construction of street improvements from September 15, 2013 to November 15, 2013. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. *This alternative will result in an unsafe work environment, significantly delay the completion of the project, and increase the overall cost of the improvements.*

**FISCAL IMPACT**

Costs associated with this closure will be shared by the County and City through the cooperative project for Gilman Springs Road. There will be no impact to the General Fund.

**CITY COUNCIL GOALS**

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.

**NOTIFICATION**

The contractor will be required to provide notification to all impacted agencies and / or businesses including the Post Office, Fire and Police Departments, Ambulance Services, Riverside Transit Agency, and Waste Management. Additionally, advanced notification will be provided to the public by special roadside signage indicating the dates and duration of the closure.

**ATTACHMENTS**

Attachment 1 – Road Closure Detour Map

Prepared By:  
Eric Lewis, P.E., T.E.  
City Traffic 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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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** July 9, 2013

**TITLE:** ANNUAL STATEMENT OF INVESTMENT POLICY

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### **RECOMMENDED ACTION**

Recommendation:

1. Adopt the Annual Statement of Investment Policy

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

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

### **BACKGROUND**

In response to the Orange County bankruptcy and investment problems and in order to deal with tightening regulations and controls over local investment of public funds, Senate Bills 866 and 564 were signed into law and became effective January 1, 1996, creating California Government Code Sections 53601 and 53646, respectively. California Government Code Section 53601 delineates the types of investments allowed and defines various restrictions governing these investments. California Government Code Section 53646 originally required periodic review of the investment report and investment policy by the governing body of the local agency. However this section has since been amended to make these periodic reviews optional. The City's investment policy, originally adopted in December, 1996, is in full compliance with the requirements of both the above mentioned Code Sections in addressing: the types of investments allowed; the governing restrictions on these investments; the perfection of receipt through proper arrangements; and, the reporting and review requirements.

## **DISCUSSION**

The City's Investment Policy calls for the policy to be reviewed and adopted by the City Council annually. The policy was last updated in April 2012. The policy was certified by both the Association of Public Treasurers of the United States and Canada (APT US&C) and the California Municipal Treasurer's Association in June 2012. The City of Moreno Valley is the first recipient of the certification awarded by the California Municipal Treasurer's Association.

The Investment Policy has been reviewed by both staff and the Chandler Asset Management who act as the City's investment management firm. Based on this review there are no suggested changes for this year.

The attached Statement of Investment Policy is prepared in compliance with California Government Code Section 53646. All the investments contained within the portfolio are in full compliance with this Investment Policy.

## **ALTERNATIVES**

1. Adopt Annual Statement of Investment Policy.
2. Do not adopt Annual Statement of Investment Policy and provide staff with additional direction.

## **FISCAL IMPACT**

There is no fiscal impact

## **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.

## **SUMMARY**

California Government Code Sections 53601 and 53646, respectively delineate the types of investments allowed and defines various restrictions governing these investments and suggest a periodic review of the investment report and investment policy by the governing body of the local agency. The City's Investment Policy has established a review process whereby the Council reviews and adopts the policy annually. The policy identifies allowable investments, the reporting process related to the investments, safekeeping measures in maintaining assets and the roles of staff in the management of the investment program.

**ATTACHMENTS**

Attachment 1 – Investment Policy

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

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

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**INVESTMENT POLICY**


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**PURPOSE:** The City Council of the City of Moreno Valley (City) and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. It is the purpose of this policy to provide guidelines for the prudent investment of unexpended funds in a manner which allows for maximum security, while at the same time providing the best investment return to meet the daily cash flow demands of the City, and conform to all applicable statutes pertaining to the investment of public funds. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

**I. Scope**

- A.** Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley the City of Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:
1. General Fund
  2. Special Revenue Funds
  3. Debt Service Funds
  4. Capital Project Funds
  5. Internal Service Funds
  6. Agency Funds
  7. Enterprise Funds
- B.** The City Council has the authority to allow investments that do not follow this policy as long as such investments are recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.
- C.** At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.
- D.** Funds excluded from this policy
1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.
  2. **Deferred Compensation Plans.** Investments related to the City's deferred compensation plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

**II. Prudence**

- A.** Prudent Investor Standard: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11:4/24/12

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**INVESTMENT POLICY**


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are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B.** Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **III. Objectives**

- A.** The City’s investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary objectives of safety, liquidity and a reasonable market rate of return.
- 1. Safety** – Safety of principal is the foremost objective of the investment program. The City will undertake investments in a manner that ensures the preservation of capital in the portfolio taken as a whole.
  - 2. Liquidity** – The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity so that the City will be able to meet all operating requirements which might be reasonably anticipated including an amount to cover reasonably estimated contingencies.
  - 3. Reasonable market rate of return (Yield)** – The City’s investment portfolio will be designed with the objective to attain a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City’s investment risk constraints and the cash flow characteristics of the portfolio.
- B.** The investment function will have the ongoing objectives of: assuring compliance with Federal, State and local laws governing the investment of public funds, maintaining reserves for long-term projects and contingencies, and establishing quality standards and limits related to the type of investments made and with which institutions investments are placed.

### **IV. Delegation of Authority**

- A.** The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Financial & Administrative Services Director to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City’s funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the City of Moreno Valley Housing Authority, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities. In the absence of the City Treasurer, and unless otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11;4/24/12



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**INVESTMENT POLICY**


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deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

- B.** The City Manager will provide periodic oversight to the investment function which includes but is not limited to reviewing monthly investment reports issued by the City Treasurer.
- C.** The City Council's primary responsibilities over the investment function include approving the Investment Policy, annually reviewing such policy, reviewing monthly investment reports issued by the Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.
- D.** The Finance Sub-Committee of the City Council will provide oversight to the investment function through the periodic review of the investment report at their committee meetings.
- E.** The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

**V. Investment Procedures**

- A.** The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:
  - 1. Safekeeping
  - 2. Master repurchase agreements
  - 3. Wire transfer agreements
  - 4. Collateral/Depository agreements
  - 5. Broker/Dealer relationships
- B.** Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:
  - 1. Cash collection practices
  - 2. Depository practices
  - 3. Cash flow issues
  - 4. Cash flow projections
  - 5. Anti-theft/Anti-fraud practices
  - 6. Banking agreements
  - 7. Accounting practices
- C.** Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.
- D.** Allocation of Pool Interest
  - 1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.
  - 2. The allocation methodology will be maintained by the City Treasurer.

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

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**INVESTMENT POLICY**

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**VI. Ethics and Conflict of Interest**

- A. All officials, staff members and consultants, involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants, will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City.
- B. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the City's cash and investment portfolio.
- C. All bond issue participants, including but not limited to, underwriters, bond counsel, financial advisors, brokers and dealers will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

**VII. Investment Controls**

- A. The City Manager shall oversee and ensure that the City Treasurer implements and maintains a system of internal investment controls and segregated responsibilities of the investment function in order to prevent the following:
  - 1. Fraud
  - 2. Theft
  - 3. Loss of principal
  - 4. Loss of control over funds
  - 5. Inaccurate reporting
  - 6. Negligence
  - 7. Over-reliance on a single employee for investment decisions
- B. Internal controls should include but are not limited to (for a more specific list of internal controls see the investment management plan):
  - 1. Segregation of duties (e.g., the purchaser of investments is different than the person recording the transaction)
  - 2. Reconciliation of investment report and cash balances
  - 3. Dual authorization of transactions
- C. An external auditor will review the investment program annually in order to provide reasonable assurance that policy and procedures are complied with.

**VIII. Authorized Financial Dealers and Institutions**

- A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.
- B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution.

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

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**INVESTMENT POLICY**


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- C. The following criteria will be used in determining investment providers
1. Broker/Dealers: The purchase by the City of any investment other than those purchased directly from the issuer shall be purchased from a broker/dealer firm designated as a "Primary Government Dealer" by the Federal Reserve Bank of New York or a regional dealer that qualifies under SEC Rule 15C3-1 (uniform net capital rule).
  2. Banks: The City shall purchase securities from banks which meet all of the following criteria:
    - a. Nationally or State chartered banks
    - b. Registered as investment securities dealers with the Securities and Exchange Commission
    - c. Independently rated "A" or higher by two nationally recognized statistical ranking organizations
  3. Investment Bankers, Underwriters and Financial Advisors: The purchase by the City of any investments from these providers in the course of completing a bond transaction must be expressly authorized by the City Council after such a provider discloses their commission, spread or fee in approximate dollar amount. Otherwise, the acquisition of such investments must be procured from the broker/dealers customarily used by the City.
  4. The Federal Reserve Bank: Direct purchases of Treasury bills, notes and bonds from the U.S. Federal Reserve Banks branches are allowed and are exempt from quality requirements.
- D. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide the following information to the City Treasurer:
1. A completed City of Moreno Valley Broker/Dealer Questionnaire
  2. Audited financial statements
  3. Proof of Financial Industry Regulatory Authority (FINRA) certification
  4. Trading resolution
  5. Proof of state registration
  6. Certification of having read and willingness to comply with City's investment policy.
- E. The City Treasurer will conduct an annual review of the financial condition and registrations of brokers/dealers on the City's approved list.
- F. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which or with which the City invests.
- G. Certificates of deposit will not be placed with an institution once it has received a Cease and Desist order from any bank regulatory agency.

**IX. Authorized and Suitable Investments (with quality and limitation guidelines)**

- A. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

**INVESTMENT POLICY**

**B.** Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the close of the date on which the security is purchased.

**C.** Following is a table summarizing allowable investments for the City. This table summarizes and is consistent with California Government Code Sections 53600 and 53630 et seq.

<b>INVESTMENT TYPE</b>	<b>MAXIMUM MATURITY</b>	<b>MAXIMUM SPECIFIED % OF PORTFOLIO</b>	<b>MINIMUM QUALITY REQUIREMENTS</b>
Local Agency Bonds	5 years	— none —	— none —
U.S. Treasury Obligations	5 years	— none —	— none —
State Obligations — CA and Others	5 years	— none —	— none —
CA Local Agency Obligations	5 years	— none —	— none —
U.S Agency Obligations	5 years	— none —	— none —
Bankers’ Acceptances	180 days	40%	— none —
Commercial Paper —Select Agencies	270 days	25% of the agency’s invested funds	“A-1/P-1/F-1”; if the issuer has issued long-term debt it must be rated “A” without regard to modifiers
Commercial Paper —Other Agencies	270 days	40% of the agency’s invested funds	A-1/P-1/F-1”; if the issuer has issued long-term debt it must be rated “A” without regard to modifiers
Negotiable Certificates of Deposit	5 years	30%	— none —
CD Placement Service	5 years	30%	— none —
Repurchase Agreements	1 year	— none —	— none —
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	— none —
Medium-Term Notes	5 years	30%	“A” rating
Mutual Funds and Money Market Mutual Funds	n/a	20%	Multiple
Collateralized Bank Deposits	5 years	— none —	— none —
Mortgage Pass-Through Securities	5 years	20%	“AA” rating
Bank/Time Deposits	5 years	— none —	— none —
County Pooled Investment Funds	n/a	— none —	— none —
Joint Powers Authority Pool	n/a	—none —	Multiple
Local Agency Investment Fund (LAIF)	n/a	— none —	— none —

**D.** Investment Pools: A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:

1. A description of eligible investment securities, and a written statement of investment policy.
2. A description of interest calculations and distribution and how gains and losses will be treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and the program audited.

Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11;4/24/12

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**INVESTMENT POLICY**


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4. A description of who may invest in the program, how often and what is the allowable size of deposits and withdrawals, and any limitations as to number of transactions.
  5. A schedule for receiving statements and portfolio listings.
  6. Are reserves, retained earnings, etc. utilized by the pool?
  7. Is the pool eligible for bond proceeds and/or will it accept such proceeds?
- E.** Repurchase Agreements are legal and authorized by policy. In order to invest in repurchase agreements the City must obtain a signed Master Repurchase Agreement from the participating bank or broker/dealer.
- F.** Prohibited Investment Transactions and Derivatives:
1. The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted:
    - a. Reverse Repurchase Agreements
    - b. Financial futures or financial option contracts
    - c. Security lending
  2. Additionally the City shall not invest in any security that could result in zero interest accrual if held to maturity.
  3. Due to the complexity of the securities market and ever-changing market conditions, it is difficult to define derivatives and specifically prohibit their acquisition. Therefore, the City desires to limit the potential risk of derivatives by specifically prohibiting the most common types of derivatives with certain market exposures. These prohibited derivatives include but are not limited to: inverse floaters, interest only securities derived from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, futures contracts, interest rate futures contracts, foreign currency futures contracts, option based derivatives, option contracts, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.
  4. Leveraging
    - a. The City may not purchase investments on a margin or through a margin account.
    - b. The General Portfolio may not be leveraged by more than 30% through the issuance of tax and revenue anticipation notes (TRANS). The proceeds of any TRANS issue are to be invested in accordance with the guidelines in this policy, with investment maturities not to exceed the life of the TRANS.
    - c. The City may not leverage its investments through the use of reverse repurchase agreements.

**X. Collateralization**

- A.** Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

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**INVESTMENT POLICY**


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- B. Certificates of Deposit:**
1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.
  2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.
- C. Repurchase Agreements**
1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.
  2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.
- D.** A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.
- E.** The City chooses to limit collateral to US Treasuries.
- F.** Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.
- G.** The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

**XI. Safekeeping, Custody and Competitive Bids**

- A.** Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.
- B.** Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.
- C.** All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.
- D.** All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.
- E.** All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.
- F.** Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

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**INVESTMENT POLICY**

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- G. All investment transactions shall be conducted on a competitive basis with quotes from a minimum of three brokers or financial institutions when possible.

**XII. Diversification and Credit Risk Management**

- A. Investments contained within the portfolio will be diversified by security type, institution and maturity.
- B. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio.
- C. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and instrumentalities.
- D. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,
- E. If securities owned by City are downgraded by any nationally recognized statistical ratings organization to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
1. If a security is downgraded, the City Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  2. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

**XIII. Maximum Maturities**

- A. The City Treasurer will maintain sufficient liquidity in cash and short-term investments, which together with projected revenue receipts will meet the cash flow requirements of the City for the upcoming six months.
- B. The City will not directly invest in securities maturing more than five years away from the settlement date. In any case, where a cash flow is matched with an investment which exceeds the five year limit, the investment must be approved by the City Council.
- C. The average weighted maturity of the general portfolio shall not exceed 3 years. The general portfolio does not include bond proceeds or deferred compensation funds.
- D. To the extent possible, longer-term investment maturities will be spaced so that a portion of such investments mature each year to cover unanticipated emergencies.

**XIV. Performance Standards**

- A. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.
- B. The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.
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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

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**INVESTMENT POLICY**


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- C. **Market Return (Benchmark):** The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. *An example as it pertains to the long term portion of the portfolio would be the Bank of America Merrill Lynch Index of 1 to 5 Year Government securities.*

**XV. Reporting**

- A. The City Treasurer will provide a monthly report to the City Manager and City Council which will include the following information by security held at the end of the reporting period:
1. Investment Type
  2. Issuer
  3. Maturity Date
  4. Par Value
  5. Market Value
  6. Book Value
  7. Weighted Average Maturity
  8. Source of Market Valuation
  9. Monies maintained within the treasury
  10. Funds, investments and loans that are under the management of contracted parties
- B. Quarterly, and within 60 days of the completion of the quarter, the City Treasurer will submit a report to the City Council in open public meeting with the same investment information provided to the City Manager and City Council on a monthly basis with the addition of the following data:
1. A description of the compliance with the statement of investment policy, or manner in which the portfolio is not in compliance.
  2. A statement denoting the ability of the City to meet cash flow requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

**XVI. Investment Policy Adoption**

- A. Annually, the City Treasurer will render to the City Council a Statement of Investment Policy, including any changes or revisions, to be reviewed and approved at a public meeting.

**XVII. Record Retention**

- A. The following investment or cash management documents will be maintained in accordance with Chapter 2.60 of Title 2 of the City of Moreno Valley Municipal Code:
1. Investment Reports and supporting documentation
  2. Third-party statements of assets held
  3. Investment permanent files
  4. Market pricing documentation

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12





APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 9, 2013 (Continued from June 25, 2013)

**TITLE:** APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

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### **RECOMMENDED ACTION**

Recommendation:

1. Approve Resolution No. 2013-48 amending the Electric Rates for Moreno Valley Utility. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

### **BACKGROUND**

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

## **DISCUSSION**

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

<b>Average Residential Schedule A</b>	<b>SUMMER</b>		<b>WINTER</b>	
600 kWh usage	-\$0.62	-0.72%	-\$4.46	-3.81%
1,000 kWh usage	-\$8.74	-4.26%	-\$12.58	-4.93%

<b>Average Small Commercial Schedule B</b>	<b>SUMMER</b>		<b>WINTER</b>	
2,978 kWh usage	-\$129.48	-23.45%	-\$17.96	-3.93%

<b>Average Large Commercial Schedule C</b>	<b>SUMMER</b>		<b>WINTER</b>	
24,531 kWh usage, Demand of 100 kW	-\$54.76	-0.93%	-\$55.15	-1.60%

<b>Average Large Commercial, TOU Schedule TOU-LGS</b>	<b>SUMMER</b>		<b>WINTER</b>	
386,896 kWh usage, Demand of 865 kW	\$1,041.88	1.46%		

392,333 kWh usage, Demand of 666 kW		\$917.68	2.44%
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Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	-\$0.31	-0.48%	-\$0.31	-0.48%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-\$1,119.88	-8.54%	-\$1,119.88	-8.54%
Schedule SL-1 22,000 Lumen (317 lights)	-\$297.00	-5.33%	-\$297.00	-5.33%
Schedule SL-2 27,500 Lumen (139 lights)	-\$282.97	-16.82%	-\$282.97	-16.82%
Schedule SL-3 (per lamp)	-\$18.37	-3.93%	-\$18.37	-3.93%

If approved by the City Council, these changes will become effective at 12:00 a.m. on July 10, 2013.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation. If adopted, the net impact upon MVU customers will be a decrease in rates.

### **ALTERNATIVES**

1. Approve proposed resolution amending the Electric Rates and Rules for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.* Staff recommends this alternative.
2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.* Staff does not recommend this alternative.

### **FISCAL IMPACT**

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION:**

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

**POSITIVE ENVIRONMENT:**

*The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for promoting economic development within the community. The City of Moreno Valley electric utility will be able to offer competitive rates and will help the City to attract and retain businesses.*

**NOTIFICATION**

Posting of the Agenda.

**ATTACHMENTS**

- Attachment 1 – Proposed Resolution
- Attachment 2 – Proposed Electric Rates

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

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

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

RESOLUTION NO. 2013-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

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

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

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

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

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

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

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

1  
Resolution No. 2013-48  
Date Adopted: July 09, 2013

APPROVED AND ADOPTED this 9th day of July, 2013.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Resolution No. 2013-48<sup>2</sup>  
Date Adopted: July 09, 2013

**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. 2013-48 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

3  
Resolution No. 2013-48  
Date Adopted: July 09, 2013

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*Moreno Valley Utility*  
*Electric Rates*

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## **SCHEDULE A – RESIDENTIAL SERVICE**

### **Applicability**

Applicable to electric service for residential uses.

### **Territory**

Within the designated areas served by the Moreno Valley Utility.

### **Rates**

#### **Basic Charge - \$/Day**

Single-Family Residence	\$ 0.030
Multi-Family Residence	\$ 0.023

#### **Energy Usage Charge - \$/kWh**

##### **Summer:**

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.11534
Tier 2 – 101% to 130% of Baseline	\$ 0.14661
Tier 3 – 131% to 200% of Baseline	\$ 0.25903
Tier 4 – 201% to 300% of Baseline	\$ 0.29903
Tier 5 – All excess kWh, per kWh	\$ 0.29903

##### **Winter**

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.11534
Tier 2 – 101% to 130% of Baseline	\$ 0.14661
Tier 3 – 131% to 200% of Baseline	\$ 0.25903
Tier 4 – 201% to 300% of Baseline	\$ 0.29903
Tier 5 – All excess kWh, per kWh	\$ 0.29903

#### **Public Purpose Programs**

All kWh per kWh	\$0.01314
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**Monthly Minimum Charge:** \$10.00

### **Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

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Proposed by the Moreno Valley Utility

Date Adopted: July 9, 2013

3

**Special Conditions**

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.
2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.
3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.
4. Voltage: Service will be supplied at one standard voltage.
5. For the purposes of applying the Basic Charge, the following definitions shall be used:

Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

Medical Baseline Allocation Eligibility:

- a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
- b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

#### Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.
7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

## **SCHEDULE B – GENERAL SERVICE**

### **Applicability**

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

### **Territory**

Within the designated areas served by the Moreno Valley Utility.

### **Rates**

#### **Customer Charge - \$/Day**

Single-Phase Service	\$ 0.836
Polyphase Service	\$ 0.058

#### **Energy Usage Charge - \$/kWh**

Summer, all kWh, per kWh	\$ 0.15305
Winter, all kWh, per kWh	\$ 0.12305

#### **Public Purpose Programs**

All kWh per kWh	\$0.01327
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#### **Monthly Minimum Charge:**

\$10.00

### **Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

### **Special Conditions**

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.
2. Voltage: Service will be supplied at one standard voltage.

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Proposed by the Moreno Valley Utility

Date Adopted: July 9, 2013

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## **SCHEDULE C – LARGE GENERAL SERVICE**

### **Applicability**

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

### **Territory**

Within the designated areas served by the Moreno Valley Utility.

### **Rates**

<b>Customer Charge - \$/Meter/Month – Single Phase</b>	\$177.08	
<b>Polyphase</b>	\$189.25	
<b>Energy Usage Charge - \$/kWh</b>		
Summer, all kWh, per kWh	\$ 0.06951	
Winter, all kWh, per kWh	\$ 0.06051	
<b>Demand Charge- \$/kW</b>	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$12.71	\$12.71
Time Related Demand Charge, per kW	\$20.64	\$0.00
<b>Public Purpose Programs</b>		
All kWh per kWh	\$ 0.01230	
<b>Monthly Minimum:</b>	\$10.00	

### **Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

## **Special Conditions**

1. Summer and Winter Seasons are defined as follows:

The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.
3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by \$.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.
6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.
  - a. Adjustment Rate:
    - i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by \$0.27 per kilovar of maximum reactive demand.
  - b. Determining the Reactive Demand:
    - i. Service delivered and metered at voltages of 4 kV or greater:
      1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to

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the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

- ii. Services delivered and metered at voltages less than 4 kV:
  - 1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
  - 2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

## SCHEDULE SL – STREET LIGHTING SERVICE

### MVU OWNED SYSTEM

#### Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

#### Territory

Within the designated areas served by the Moreno Valley Utility.

#### Rates

##### Energy Usage Charge - High Pressure Sodium Vapor Lamps

###### Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
9,500	100	40	\$11.33	\$0.31
16,000	150	67	\$13.46	\$0.51
22,000	200	85	\$15.04	\$0.66
27,500	250	108	\$16.35	\$0.83

##### Energy Usage Charge – Light Emitting Diode (LED) Lamps

###### Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
14,700	173	75	18.90	\$0.61

#### Energy Cost Adjustment

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

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### **Special Conditions**

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.
2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.
3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.
4. Requirements and Restrictions:
  - a. The applicant for street light service shall specify the lamp size and location of streetlights.
  - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
  - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
  - d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.
  - e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).
5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL2 – STREET LIGHTING SERVICE  
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE  
(UNMETERED)**

**Applicability**

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

**Energy Usage Charge - High Pressure Sodium Vapor Lamps**

**Basic Charge:**

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
9,500	100	40	\$ 4.99	\$0.31
16,000	150	67	\$ 6.62	\$0.51
22,000	200	85	\$ 7.76	\$0.66
27,500	250	108	\$ 9.21	\$0.83

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Voltage: Service will be supplied at one standard voltage.
2. Requirements and Restrictions:

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- a. The applicant for street light service shall specify the lamp size and location of streetlights.
  - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
  - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL3 – STREET LIGHTING SERVICE  
CUSTOMER OWNED SYSTEM SCHEDULE  
(METERED)**

**Applicability**

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

<b>Customer Charge – Per meter per Month</b>	\$14.75
<b>Energy Usage Charge - \$/kWh</b> All Year - all kWh, per kWh	\$ 0.05525
<b>Public Purpose Programs</b> All kWh, per kWh	\$0.00772

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Voltage: Service will be supplied at one standard voltage.
2. The customer will furnish and maintain all equipment beyond the meter.

## **SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE**

### **Applicability**

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

### **Territory**

Within the designated areas served by the Moreno Valley Utility.

### **Rates**

#### **Customer Charge – per Meter per Day**

Single-Phase Service	\$ 0.546
Polyphase Service	\$ 0.034

#### **Energy Usage Charge - \$/kWh**

All Year - all kWh, per kWh	\$ 0.10740
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#### **Public Purpose Programs**

All kWh, per kWh	\$0.01259
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### **Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

### **Special Conditions**

1. Voltage: Service will be supplied at one standard voltage.

**SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE**

**Applicability**

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

**Territory**

Within the designated areas served by the Moreno Valley Utility.

**Rates**

<b>Customer Charge - \$/Meter/Month</b>	\$580.50	
<b>Energy Usage Charge - \$/kWh</b>		
<b>Summer</b>		
On-Peak	\$ 0.12058	
Mid-Peak	\$ 0.06805	
Off-Peak	\$ 0.04436	
<b>Winter</b>		
Mid-Peak	\$ 0.06951	
Off-Peak	\$ 0.04939	
<b>Demand Charge- \$/kW</b>		
Facilities Related Demand Charge, per kW	<u>Summer</u>	<u>Winter</u>
Time Related Demand Charge, per kW	\$14.95	\$14.95
On-Peak	\$22.11	\$0.00
Mid-Peak	\$6.25	\$0.00
Off-Peak	\$0.00	\$0.00
<b>Public Purpose Programs</b>		
All kWh per kWh	\$ 0.01098	
<b>Monthly Minimum :</b>	See Condition #4	

**Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned

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utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

### **Special Conditions**

1. Time periods are defined as follows:

- On-Peak: Noon to 6:00 p.m. Summer weekdays except holidays
- Mid-Peak: 8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
- Off-Peak: All other hours

Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

- 2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.
- 3. Voltage: Service will be supplied at one standard voltage.
- 4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
- 5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
- 6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: The billing will be adjusted each month for power factor.
- a. Adjustment Rate: The customer's bill will be increased each month for the power factor \$0.27 per kilovar of maximum reactive demand.
  - b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

## **SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE**

### **Applicability**

Applicable to general service and domestic service customers.

### **Territory**

Within the entire territory served by Moreno Valley Utility.

### **Rate**

For each establishment of electric service, a charge will apply.

### **Special Conditions**

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.
2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.
3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

## **SCHEDULE NEM – NET ENERGY METERING**

### **Applicability**

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

### **Territory**

Within the entire territory served by Moreno Valley Utility.

### **Net Surplus Compensation Rate**

The net surplus compensation rate shall be \$0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

### **Special Conditions**

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

## **SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE**

### **Applicability**

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
  - a. Targeted industries
    - i. Logistics/Distribution
    - ii. Medical/Healthcare
    - iii. Auto Dealerships
  - b. Building/Area size
    - i. Logistics/Distribution 720,000 sf minimum
      1. Tier 5 Discount Rate
        - a. Regional Corporate Office Space 70,000 sf minimum
        - b. Perishable Space 400,000 sf minimum
      - ii. Medical/Healthcare 300,000 sf minimum
      - iii. Auto Dealerships 7 acres
    - c. Job Creation
      - i. Tier 1 Discount Rate 350 – 499 jobs
      - ii. Tier 2 Discount Rate 700 – 999 jobs
      - iii. Tier 3 Discount Rate greater than 1000 jobs
      - iv. Tier 4 Discount Rate 350 jobs minimum
      - v. Tier 5 Discount Rate 200 jobs minimum
    - d. City Revenue Producer – either sales tax or use tax generation
      - i. Tier 1a Discount Rate
      - ii. Tier 4 Discount Rate minimum \$40,000 annual sales tax revenue to the City

**Territory**

Within the entire territory served by Moreno Valley Utility.

**Character of Service**

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

**Rates**

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer’s otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer’s otherwise applicable rate schedule will be reduced as follows:

	<b>Tier 1/Tier 1a</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>	<b>Tier 5</b>
<b>Years 1 - 2</b>	15%	20%	20%	20%	20%
<b>Years 3 - 4</b>	12%	15%	20%	20%	20%
<b>Years 5 – 6</b>	10%	10%	15%	20%	20%
<b>Years 7 -12</b>	-	-	-	20%	20%
<b>Years 13 - 18</b>					20%

**Special Conditions**

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term and Tier 5, which shall be for a single eighteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.

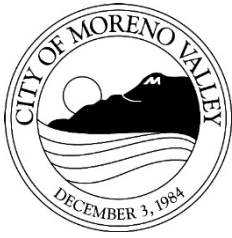
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4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, twelve years for Tier 4 discount, and eighteen years for Tier 5 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.
6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City’s approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer’s normal billing cycle.
10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Suzanne Bryant, City Attorney

**AGENDA DATE:** July 9, 2013

**TITLE:** AGREEMENT FOR ON-CALL LEGAL SERVICES

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### **RECOMMENDED ACTION**

Recommendations:

1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave.
2. Authorize the City Attorney to execute subsequent extensions or amendments subject to budget constraints and approvals.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

### **DISCUSSION**

Authorization for the City Attorney to execute the attached Agreement for On-Call Legal Services will allow the City Attorney to work with Meyers Nave on an as-needed basis. Meyers Nave has agreed to provide up to 22 hours of services per month for \$5,000.00 per month. Any unused hours in any month will be considered a credit and may be used in a subsequent month in the same fiscal year. If any month exceeds 22 hours of work, attorney rates would be billed at \$265.00 per hour and paralegal rates would be billed at \$135.00 per hour. Compensation for this Agreement shall not exceed \$70,000 per fiscal year. The Agreement would be effective for two years beginning on August 1, 2013.

**ALTERNATIVES**

1. Approve and authorize the City Attorney to execute the Agreement for On-Call Legal Services with Meyers Nave in the form attached hereto and allow the City Attorney to execute any amendments or extensions subject to budget approvals. *Staff recommends the execution of this Agreement in order to continue the timeliness of legal services to the City.*
  
2. Decline to approve the Agreement for On-Call Legal Services. *Staff does not recommend this Alternative because it could impact the timeliness of the City's needed legal services.*

**FISCAL IMPACT**

This Agreement would be funded through the City Attorney's approved budget for Professional Legal Services.

**NOTIFICATION**

Posting of the agenda.

**ATTACHMENTS**

1. Agreement for On-Call Legal Services

Prepared and Approved By:  
 Suzanne Bryant  
 City Attorney

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

## **AGREEMENT FOR ON-CALL LEGAL SERVICES**

This Agreement by and between the City of Moreno Valley, a municipal corporation, the Housing Authority of the City of Moreno and/or the Moreno Valley Community Services District (hereafter referred to collectively as “City”) and the law firm of Meyers Nave (“Attorneys”), is made and becomes effective August 1, 2013.

### **Section 1. Subject of the Agreement**

This Agreement is for general on-call legal services on an as-needed basis as requested by the City Attorney. The City may, at its sole discretion, by and through its City Attorney, employ other attorneys to perform the same type of legal services.

### **Section 2. Standard of Performance**

Attorneys will perform all legal work referred to them in a professional manner pursuant to the standards of their profession and the rules and statutes governing their conduct.

- A. Attorneys will furnish all office space, equipment, labor, materials, supplies, reference and background data and information necessary to accomplish the assigned tasks, except as otherwise provided in this Agreement.
- B. Attorneys will keep the City Attorney apprised of the amount of hours spent working on the assigned work.

### **Section 3. Compensation**

A. Attorneys will provide up to 22 hours per month of services for \$5,000.00 per month. Any unused hours in any month will be considered a credit and may be used in a subsequent month in the same fiscal year. If any month exceeds 22 hours of work, attorney rates are \$265.00 per hour and paralegal rates are \$135.00 per hour. Attorneys shall advise the City Attorney when 22 hours of service have been met in any month for budget control purposes. Compensation for this Agreement shall not exceed \$70,000 per fiscal year and Attorneys shall not be obligated to provide additional services within the then current fiscal year if costs in that fiscal year equal \$70,000.

Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this Agreement.

#### **B. Reimbursement of expenses**

The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this Agreement as follows:

- 1. Long distance telephone charges
- 2. Photocopying at no more than \$0.15 per page
- 3. Computerized legal research at the actual amount charged to Attorneys

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

#### **C. Invoice**

Attorneys agree to invoice the City monthly. All charges must be itemized by Attorneys.

D. Tax information

Attorneys agree to provide a completed federal W-9 form to facilitate tax reporting for payments under this Agreement.

**Section 4. Conflict of Interest**

Attorneys represent that they presently have no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of City which may be affected by the services to be performed by the Attorneys under this Agreement. Attorneys further agree that they shall employ no person having any such interest. If Attorneys or their employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on attorneys by the Business and Professions Code and by Rule 3-310 of the California Rules of Professional Conduct, Attorneys represent that no attorney shall represent clients before any board, commission, committee or agency of the City or represent a client adverse to the City for a period of one year from the date of termination of this Agreement.

**Section 5. Indemnification and Hold Harmless**

Attorneys agree to defend and indemnify City for any claims or lawsuits against City which are based on contentions that negligence or misconduct by Attorneys proximately caused damage to the claimant or plaintiff.

No official or employee of City shall be personally liable for any default or liability under this Agreement.

**Section 6. Nondiscrimination**

In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, sexual orientation or medical condition. Attorneys shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, age, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

**Section 7. Insurance**

A. General Liability Insurance: During the entire term of this Agreement, Attorneys agree to procure and maintain general liability insurance at their sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Attorneys or any person acting for the Attorneys or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of Attorneys or any person acting for Attorneys or under its control or direction. Such liability and

property damage insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss. Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Agreement and any extension thereof in the minimum limits provided below:

- B. Automobile Liability: Attorneys shall procure and maintain, at their sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$500,000 combined single limit.
- C. Professional Liability Insurance: During the entire term of this Agreement, Attorneys shall procure and maintain, at their sole expense, professional liability insurance to protect the City, the Moreno Valley Community Services District, and the Community Redevelopment Agency of the City of Moreno Valley against liability arising from errors or omissions committed in the performance of their work with coverage limits of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance: Attorneys shall procure and maintain, at their sole expense, workers' compensation insurance in such amounts as will fully comply with the laws of the state of California.
- E. Primary Coverage and Insurance Company Ratings: The coverages provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated (A-: VII – Admitted) or better in the Best's Insurance Rating Guide.
- F. Notice to City, Insurance Coverage Change: A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverage shall be submitted prior to the execution of this Agreement. Such evidence of insurance shall be sent to the attention of the requesting department and shall reference a project number, where appropriate.

Solely as respect to work done by or on behalf of the named insured for the City, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Housing Authority of the City of Moreno Valley are added as additional insureds under the general liability policy. A policy endorsement or an appropriate insurance binder evidencing the required general liability insurance must accompany the certificate of insurance. The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The terms of the insurance policies or policies issued to provide the above insurance coverage may not be amended or canceled by the carrier, without thirty (30) days prior written notice by certified or registered mail or amendment or cancellation to the City, except that cancellation for nonpayment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, Attorneys shall, prior to the cancellation date, submit to the City new evidence of insurance in the amounts established.

## **Section 8. Independent Contractor**

Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees of Attorneys.

**Section 9. Files**

All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**Section 10. Notices**

Any notices under this Agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:

If to Attorneys:

Steven Mattas  
Meyers Nave  
633 W. 5<sup>th</sup> Street, Suite 1700  
Los Angeles, CA 90071

If to City:

Suzanne Bryant  
City Attorney  
City of Moreno Valley  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

**Section 11. Entire Agreement of the Parties**

This Agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written except for litigation matters.

**Section 12. Nonassignment**

Neither this Agreement nor any portion shall be assigned by Attorneys without the prior written consent of City.

**Section 13. City Agent**

Suzanne Bryant, City Attorney, for the purpose of this Agreement, is the agent for the City. Whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.

**Section 14. Term of Agreement**

The term of this Agreement shall be from August 1, 2013 until June 30, 2015.

It is understood by and between the parties that City may also hire Attorneys for other matters subsequent to the execution of this Agreement.

**Section 15. Termination**

This Agreement may be terminated by City with or without cause upon thirty (30) days written notice to Attorneys. City shall be responsible for payment of all services rendered and costs incurred by Attorneys prior to the termination date. Attorneys may terminate this Agreement with or without cause upon thirty (30) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Attorneys' termination. Upon Attorneys' termination of this Agreement, Attorneys, upon the request of the City, will continue to represent City on any specified matters pending at that time of the termination until completion or reassignment to new Attorneys, whichever occurs first. The rates and terms of compensation shall continue to be the same as set forth above.

**Section 16 Resolution of Fee Disputes**

The City is entitled to require that any fee dispute be resolved by binding arbitration in Riverside pursuant to the arbitration rules of the Riverside County Bar Association for legal fee disputes. In the event that the City chooses not to utilize the Riverside County Bar Association's arbitration procedures, the City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Riverside to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

**Section 17. Modification**

This Agreement may not be modified or replaced except by another signed written agreement.

**Section 18. Partial Invalidity**

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

**Section 19. No Waiver**

The waiver of any breach of any provisions of this Agreement does not waive any other breach of that term or any other term in this Agreement.

**Section 20. Attorneys' Fees**

If a party brings any action, including an action for declaratory relief to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

**Section 21. Governing Law**

This Agreement shall be construed – and its performance enforced – under California law.

**Section 22. Survival**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Attorneys survive the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date signed by the City Attorney.

Dated: \_\_\_\_\_

Firm: Meyers Nave

By: \_\_\_\_\_  
Steven T. Mattas

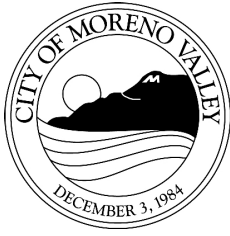
Dated: \_\_\_\_\_

CITY OF MORENO VALLEY,  
A Municipal Corporation

By: \_\_\_\_\_  
Suzanne Bryant, City Attorney

2098806.2





APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Abdul Ahmad, Fire Chief

**AGENDA DATE:** July 9, 2013

**TITLE:** APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011

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### **RECOMMENDED ACTION**

Recommendations:

1. Adopt Resolution No. 2013-62 of the City of Moreno Valley, California, approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011.
2. Authorize the allocation of \$8,000 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 not to exceed the amount of grant award.
3. Authorize the City Manager or her designee to execute the Certificate of Non-Supplanting.
4. Authorize the City Manager or her designee to execute the Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters.
5. Authorize the City Manager or her designee to execute the California Emergency Management Agency Fiscal Year (FY) 2011 Grant Assurances.
6. Accept the grant award from the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for

Federal Fiscal Year 2011.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

### **BACKGROUND**

Since 2004, the United States Department of Homeland Security (DHS), through the State of California Emergency Management Agency (Cal EMA) acting as the State Administrative Agency, has designated areas as being eligible for Urban Area Security Initiative (UASI) grant funds. The City of Moreno Valley is a participating agency within the Riverside UASI and is eligible for reimbursement associated with conferences and training.

### **DISCUSSION**

The City of Riverside is designated as the Single Point of Contact (SPC) for the grant application and financial management of the UASI grant funding for Federal Fiscal Year 2011. This grant has a performance period of November 18, 2011 through April 30, 2014. The SPC responsibilities include serving as the application lead; financial and reporting management; and coordination of grant requirements with DHS.

On May 1, 2013 a letter was received by the Fire Department authorizing reimbursement to the City of Moreno Valley for Office of Emergency Management (OEM) staff to attend various conferences and training utilizing UASI grant funding for Federal Fiscal Year 2011. In order to receive reimbursement from this grant for conferences that will be attended by OEM Staff, the City of Moreno Valley is required to file the following paperwork with the City or Riverside Office of Emergency Management:

- Memorandum of Understanding
- Grant Assurances
- Certificate of Non-Supplanting
- Certification Regarding Debarment
- A copy of the City of Moreno Valley Travel Policy

### **ALTERNATIVES**

1. Approve and authorize the recommended action as presented in this staff report. *This alternative allows for the cost recovery of expenses associated with training and travel that is authorized by the Riverside UASI.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in the postponement of necessary training for Office of Emergency Management staff until other grant funding can be identified.*

## **FISCAL IMPACT**

The UASI grant funding for Federal Fiscal Year 2011 provides for 100% reimbursement of registration and travel costs associated with specific training opportunities for Office of Emergency Management staff as outlined by the Riverside UASI. The Fire Department is requesting \$8,000 to be allocated to 2503-40-47-74111-620510 for expenditures related to the UASI grant funding for Federal Fiscal Year 2011 which has a performance period of November 18, 2011 through April 30, 2014. All expenditures are offset with corresponding grant reimbursement and therefore there is no net impact to the City's General Fund. Expenditures will not exceed the amount of the grant award.

Proposed Budget Appropriation Adjustment for Fiscal Year 2013/2014:

<b>Cat.</b>	<b>Fund</b>	<b>Account Number</b>	<b>Account Type</b>	<b>FY 13/14 Adopted Budget</b>	<b>Proposed Adjustment</b>	<b>FY 13/14 Revised Budget</b>
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74111-487000	Revenue	\$0	\$8,000	\$8,000
G/L	EMPG – Emergency Mgmt Grant	2503-40-47-74111-620510	Expense	\$0	\$8,000	\$8,000

## **CITY COUNCIL GOALS**

Revenue Diversification and Preservation - Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

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

## **ATTACHMENTS**

- Attachment 1      Resolution Approving the Memorandum of Understanding with the City of Riverside Office of Emergency Management Regarding the Urban Area Security Initiative (UASI) Grant Funding for Federal Fiscal Year 2011
- Attachment 2      Riverside Urban Area Security Initiative Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Attachment 3      Certificate of Non-Supplanting

Attachment 4 California Emergency Management Agency FY2010 Grant Assurances

Attachment 5 City of Moreno Valley Travel and Related Business Expense Policy

Prepared By:  
Cynthia Owens  
Management Assistant

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:

RESOLUTION NO. 2013-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING FOR FEDERAL FISCAL YEAR 2011

WHEREAS, the United States Department of Homeland Security, through the State of California Emergency Management Agency, has allocated Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant funding to the Riverside UASI which is administered by the City of Riverside Office of Emergency Management; and

WHEREAS, the City is familiar with the terms, conditions, and limitations of any such grant; and

WHEREAS, the City received a letter dated May 1, 2013 authorizing reimbursement for staff from the City's Office of Emergency Management to attend various conferences and training from the Riverside UASI for which the City of Riverside Office of Emergency Management is the lead agency of the Fiscal Year 2011 UASI grant funding; and

WHEREAS, in order to receive this funding, the Mayor must sign the Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding Urban Area Security initiative (UASI) grant funding for Federal Fiscal Year 2011.

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

That the City of Moreno Valley will enter into a Memorandum of Understanding with the City of Riverside Office of Emergency Management regarding the Urban Area Security Initiative (UASI) grant funding for Federal Fiscal Year 2011 attached hereto as Exhibit A and incorporated herein by this reference.

APPROVED AND ADOPTED this 9<sup>th</sup> day of July, 2013.

1  
Resolution No. 2013-62  
Date Adopted: July 9, 2013

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Resolution No. 2013-62<sup>2</sup>  
Date Adopted: July 9, 2013

**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. 2013-62 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9<sup>th</sup> day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2013-62<sup>3</sup>  
Date Adopted: July 9, 2013

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## Memorandum of Understanding - Urban Area Security Initiative Grant Funding

**MEMORANDUM OF UNDERSTANDING  
CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT  
AND THE \_\_\_\_\_  
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING  
FOR FEDERAL FISCAL YEAR 2011**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective \_\_\_\_\_, 20\_\_\_, between THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT and the \_\_\_\_\_ ("Participating Agency") under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes and requirements.
3. The Participating Agency agrees that all equipment, supplies and training funded through the UASI program is for the mutual benefit of the Riverside UASI Region and not for the exclusive benefit of the Participating Agency.
4. The Participating Agency agrees that all equipment, supplies and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements or made reasonably available through a valid request by a member jurisdiction or organization of the Riverside UASI.
5. The Participating Agency agrees to provide prior to being funded the most recent copy of their; 1. NIMSCAST Report and 2. Single Audit Report.
6. The Participating Agency agrees to submit a Monthly Project Progress Report (**Attachment B**) by the 15<sup>th</sup> day of each month in accordance with the UASI grant program guidelines.
7. The participating agency agrees to designate a Project Manager and Grant Manager for each project awarded and provide the contact information of those individuals to the City of Riverside Office of Emergency Management / UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

8. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$300,000 or more of federal funds during their respective fiscal year agree to submit an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.
9. The Participating Agency agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to the City and approved by the California Emergency Management Agency (Cal EMA) and the U.S. Department of Homeland Security Grants Program Directorate.
10. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
11. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.
12. The Participating Agency agrees to provide the Certificate of Non-Supplanting (**Attachment C**).
13. The Participating Agency agrees to provide the Certification regarding Debarment, Suspension and Other responsibility matters (**Attachment D**).
14. The Subgrantee Performance Period for the FY 2011 UASI funding cycle is from November 18, 2011 to January 31, 2014.

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of Riverside Office of Emergency Management and the \_\_\_\_\_, by and through their authorized representatives.

CITY OF RIVERSIDE

PARTICIPATING AGENCY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Colleen J. Nicol

Title: \_\_\_\_\_

Title: \_\_\_\_\_

City Clerk

Approved as to form:

By: \_\_\_\_\_

James E. Brown

Title: \_\_\_\_\_

Supervising Deputy City Attorney

**Governing Body Resolution  
(For Operational Areas and Urban Area's)**

BE IT RESOLVED BY THE \_\_\_\_\_  
(Governing Body)

OF THE \_\_\_\_\_ THAT  
(Name of Applicant)

\_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_,  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

***Certification***

I, \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by  
the \_\_\_\_\_ of the \_\_\_\_\_ on the  
(Governing body) (Name of Applicant)  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Official Position)

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

## Certificate of Non-Supplanting

My signature below affirms that grant funds from the Urban Area Security Initiative Grant will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

Designated Agent:

---

Printed Name

---

Signature

---

Title

---

Agency

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**RIVERSIDE URBAN AREA SECURITY INITIATIVE  
CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non-procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

If it is later determined that an applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The applicant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

1. The applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency (Note: The terms "covered transaction," "debarred," "suspended," "ineligible," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.);
  - b. Have not within a three-year period preceding this application been conflicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach as explanation to this application.

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

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**California Emergency Management Agency (Cal EMA)*****Fiscal Year (FY) 2011 Grant Assurances***  
(All HSGP Applicants)

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, Cal EMA.
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA, where applicable.
5. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the federal and state approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all regulations applicable to DHS/FEMA grants, including, but not limited to, 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments including, but not limited to, all provisions relevant to the payment of interest earned on advances.
11. Will comply with all provisions of 48 CFR, Part 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
12. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. Understands and agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal EMA.
14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
17. Will comply, and will assure the compliance of all agents and contractors, with all federal and state statutes relating to civil rights and nondiscrimination. These include, but are not limited, to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against individuals with disabilities.
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
  - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.
  - k. The nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

18. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to Cal EMA, FEMA and the U.S. Department of Justice Office of Civil Rights, Office of Justice Programs.
19. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
20. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.
21. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
22. Will comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Applicant will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
23. Will comply with all regulations applicable to DHS/FEMA grants including, but not limited to, 44 CFR, Part 10, Environmental Considerations. Applicant will also comply with all state laws, including the California Environmental Quality Act.
24. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA and Cal EMA including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA, Cal EMA, and the appropriate State Historic Preservation Office.
25. Agrees any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. Subgrantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Cal EMA for review. The EHP Screening Form is part of an Information Bulletin available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.
26. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of

Violating Facilities, and will notify Cal EMA and FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

27. Will provide any information requested by DHS/FEMA and/or Cal EMA to ensure compliance with applicable laws, including the following:
  - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990), Environmental Justice (12898), and Environmental Quality (11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
  - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098; California Code of Regulations (CCR), Title 14, Chapter 3 Sections 15000-15007.
  - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
28. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
29. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
30. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support.
31. The recipient agrees to consult with DHS/FEMA and Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
32. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all the funds received, which exceed the approved, actual expenditures as accepted by the federal or state government.

- b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
33. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
34. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
35. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
36. Understands and agrees that the applicant, grantees, subgrantees, recipients, sub-recipients, employees of the applicant, grantees, subgrantees, recipients and subrecipients, may not:
- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procure a commercial sex act during the period of time that the award is in effect; or
  - c. Use forced labor in the performance of the award or subawards under the award.

Applicant understands and agrees that Cal EMA and/or DHS/FEMA may unilaterally terminate any award, without penalty, if the subgrantee that is a private entity:

- d. Is determined to have violated a prohibition identified in paragraph 35, subsections a, b, or c; or
- e. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 35 subsection a, b, or c through conduct that is either:
  - i. associated with performance under this award; or
  - ii. imputed to the authorized agent or subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Department and Suspension (Non-procurement)," as implemented by DHS/FEMA at 2 CFR, Part 3000.

And further understands that subgrantees and subrecipients must:

- f. Inform Cal EMA immediately of any information received from any source alleging a violation of a prohibition in paragraph 35 subsection a, b, or c;
- g. FEMA's right to terminate unilaterally as described in paragraph 35 implements section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104(g)). The right of FEMA and Cal EMA to terminate this award unilaterally is in addition to all other remedies for noncompliance that are available under this award.

h. For purposes of this term:

- i. "Employee" means either:
  - i. an individual employed by the subgrantee or subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. another person engaged in the performance of the project or program under this award and not compensated by the subgrantee or subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
- iii. "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
- iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

37. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
38. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
39. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
40. Agrees that no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
41. Agrees that where an award recipient, grantee, subrecipient, or subgrantee has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

42. Understands that immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:  
Telephone: 202-447-5346  
E-mail: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, DC 20528

43. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number.

- a. For purposes of this award term, the following definitions will apply:

- i. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- ii. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a sub-recipient under an award or subaward to a non-federal entity.
- iii. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
- iv. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the federal funds provided by the subaward.

44. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally-assisted construction sub-agreements.

45. Agrees that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
46. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
47. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
48. Will comply with all applicable federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
49. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
50. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
51. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
52. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
53. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
54. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the



FY 2011 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the state and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY 2011 Homeland Security Grant Program application. Further, use of FY 2011 funds is limited to those investments included in the California FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA and evaluated through the peer review process.

55. Will not make any award or permit any award (subgrant or contract) to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under EOs 12549 and 12689, "Debarment and Suspension".
56. As required by EO 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
57. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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**TRAVEL AND RELATED BUSINESS EXPENSES**

**PURPOSE:** This policy establishes the basic guidelines for travel on City business. It defines the City's expectations of its employees who are required to travel in connection with their work responsibilities, and clarifies which expenses will be advanced or reimbursed to the employee by the City, and which expenses are considered the personal responsibility of the employee. Business travel is defined as authorized attendance at conferences and seminars, or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes one-day trips and trips requiring one or more overnight stays.

As a general rule, this policy is not intended to cover business meetings of less than one day involving travel of less than 150 miles round trip, even though employees may be reimbursed for their cost of meals and travel. In such cases department head discretion is required and departments may decide that such travel fits within the scope of this policy. As an example, a day trip to Los Angeles to attend a business meeting will likely involve meals and transportation expense reimbursement. However, such travel may involve less than \$100 of expenditures and are generally not considered as part of the scope of this policy.

**POLICY:****I. General Standards**

- A. Mandatory Use of the Travel Authorization & Expense Reporting Form ("Travel Form")
  - 1. The Travel Form is a mandatory document for all employees, whether or not one expects to receive a travel advance or reimbursement for business related travel expenses. It serves as an estimate of the total cost of attending conferences, meetings and seminars, and provides documentation of cash advances, vendor payments and credit card purchases. Equally important, it serves as documented authorization to travel on City business and helps identify when the employee is traveling on behalf of the City in case of an accident or other incident.
- B. Mandatory Use of the Travel Expense Log
  - 1. The Travel Expense Log is a specially designed record and envelope to assist the employee in accounting for daily travel expenses and consolidating business travel receipts.
  - 2. Employees are to notate each travel expense item requiring a receipt and check the appropriate box for its inclusion in the packet. Receipts are required for reimbursement of out-of-pocket expenses and certain advanced expenses such as ground transportation.
  - 3. The Travel Expense Log is submitted to Finance along with the completed Travel Expense Report within 15 workdays after completion of travel.
- C. Policy Emphasizes Economy and Practicality with Reasonable Subsistence and Accommodations while on City Business
  - 1. This policy provides for reasonable subsistence, modes of travel, and lodging and accommodations while on City business. The intent is to allow employees to eat in moderately priced restaurants, stay in moderately priced hotels, and travel comfortably. Employees are responsible for using good judgment in making reservations, and travel decisions should emphasize economy and efficiency at all times. For example:
    - a. When using air travel, employees should always book flights in coach as opposed to first class.
    - b. Although the Internet offers plenty of specials and low-priced flights, flexibility is often sacrificed and sales are often final. Employees should consider this when

Approved by: City Manager  
10/09/03

**TRAVEL AND RELATED BUSINESS EXPENSES**

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booking their flights and can be held personally accountable if a flight is booked incorrectly, costing the City money. To provide more flexibility, designated travel agencies should be used.

- c. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.
  2. It is permissible to combine personal travel with business travel, such as departing for a business conference a few days early to utilize personal vacation time. But only strictly business-related expenses will be advanced or reimbursed and personal travel shall not result in higher business travel costs or they must be reimbursed to the City.
- D. Policy is Not Intended to be All Inclusive
1. This policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings.
  2. Accordingly, the basic standard that should always prevail is to use good judgment and economy in the use and stewardship of City funds.

**II. Travel Authorization & Expense Reporting Form (“Travel Form”)****A. Travel Authorization**

1. Travel Authorization approval by a department head is required whenever:
  - a. Total estimated cost will exceed \$200; or
  - b. Overnight accommodations will be required.
2. Division Manager authorization can be substituted for department head authorization for employee travel that is estimated at \$200 or less and does not involve overnight accommodations.
3. Travel Restrictions
  - a. Out-of-state travel authorizations require City Manager approval (or his designee).
  - b. Department Head travel authorizations require City Manager approval (or his designee)
4. Determining Methods of Payment for Travel Expenses
  - a. The City will pay for legitimate and reasonable travel-related business expenses, including transportation, lodging, registration fees, meals, and any other related expenses if they are for official business and fit within these guidelines.
  - b. There are four methods of payment for travel-related expenses: (1) direct payment to vendors by check, (2) payment by City CAL-Card or credit card, (3) reimbursement to the employee for out-of-pocket expenses, and (4) cash advances, which include per diem.

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**TRAVEL AND RELATED BUSINESS EXPENSES**

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- c. Direct payments to vendors are made by the City to an organization to pay for specific costs related to the trip. These are usually registration fees, lodging and airfare.
- d. City CAL-Card or credit card may be used to prepay travel expenses, including registration fees, lodging and airfare, or may be used to cover expenses as they arise on the trip. CAL-Cards and credit cards may not be used to advance per diem.
- e. The employee will be reimbursed for actual, reasonable and allowable out-of-pocket expenses related to travel on City business. The employee must account for out-of-pocket expenses with receipts and utilizing the Travel Expense Log.
- f. Cash advances, including per diem, are lump sum payments made to the employee prior to one's travel based on reasonable estimated expenses. Ground transportation is often difficult to estimate, but may be advanced to the employee using reasonable estimates based on the itinerary. Upon the employee's return, and with the exception of per diem expenses, the employee must account for advanced expenses with receipts and utilizing the Travel Expense Log. Advances exceeding substantiated expenses must be returned to the City. If authorized expenses (excluding meals and incidentals covered by per diem) exceed the amount advanced, the City will reimburse the employee for the difference.

**Note: Receipts are not needed to justify meals and incidental expenses covered by per diem.**

- g. To obtain direct vendor payments or to receive a cash advance, the employee must do the following prior to his trip:
  - 1) Complete the appropriate sections of the Travel Form. The form is available on the City's Intranet under "Forms".
  - 2) Attach documentation for all payments requested. This would include copies of registration forms, announcements, itineraries, and copies of seminar brochures that provide detail of costs.
  - 3) Attach completed and signed Direct Pay forms for all travel-related payment requests.
    - a) Include the appropriate authorization signatures.
    - b) Retain a copy of the completed form to reconcile and account for actual expenses upon return from trip.
    - c) Submit the Travel Form and any Direct Pay forms to the Accounts Payable Unit of the Finance Department.

**5. Per Diem (Meals and Incidentals)**

- a. Meals and incidentals, as defined by IRS guidelines, include all meals and miscellaneous hotel services, such as tips to waiters and porters. Per Diem will be paid at the current rates established by IRS guidelines determined by the maximum federal per diem rate table. All IRS tax rules will apply.

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**TRAVEL AND RELATED BUSINESS EXPENSES**

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NOTE: Per Diem rates for California cities and out-of-state destinations are identifiable through a hyperlink on the Travel Form on the City's Intranet.

- b. By IRS regulations, per diem is defined as travel subsistence extending beyond one day and there is no requirement to provide receipts. However, for one day or partial days of travel, meals expense receipts ARE required and the standard one day, non-per diem meal allowance will be \$50 allocated as follows:

Breakfast – \$10.00

Lunch – \$15.00

Dinner – \$25.00

If an employee is advanced money for one-day or partial day meals and the total amount of all receipts is less than the amount advanced, the difference must be reimbursed to the City.

Conversely, if the employee exceeds the total one-day or partial day standard non-per diem meal allowance and is requesting reimbursement, receipts MUST be provided and reimbursement shall be at the discretion of the Finance Director based on the circumstances.

- c. As a general rule, employees are expected to base their requests for daily meals and incidentals according to the federal per diem rates.
- d. As an alternative, an employee can elect not to receive per diem and request reimbursement of actual, reasonable and allowable subsistence expenses that are substantiated with receipts. This alternative must be approved in advance and receipts must accompany the request for reimbursement. However, a combination of per diem and reimbursement of meals and incidental business expenses is prohibited.
- e. Partial per diem for travel of more than one day may be advanced depending on the employee's departure time and return time. The request for partial or full per diem will be based on the employee's itinerary and will be granted based on a "fair and reasonable" request. Partial days per diem will be prorated as follows:

- Travel of less than 12 hours in a day will be prorated to one-half day of per diem.
- Travel of 12 hours or more in a day will count as a full day for per diem.

For example, assuming a daily per diem of \$50, if an employee leaves on Monday at 6:00 A.M. to San Francisco for a business conference and returns to work at 1:00 P.M. on Tuesday, the per diem advance would be \$100.

- f. A CAL-Card or City credit card may be used on a business trip as a substitute for petty cash to cover business related expenses other than meals and incidentals.
- g. Employees will be reimbursed up to \$5.00 per day for personal phone calls while on overnight travel on city business. Employees with City-assigned cell phones should use these phones whenever possible and keep such calls to a limited duration.

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Approved by: City Manager  
10/09/03

**TRAVEL AND RELATED BUSINESS EXPENSES**

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## 6. Other Expenses

- a. Alcoholic Beverages – Expense reimbursement for alcoholic beverages will not be allowed. The City Council or City Manager may approve exceptions to this policy on a case-by-case basis for special receptions or other unique circumstances.
- b. Spouses and Guests – Spouses and guests are welcome to accompany employees on City travel and at conferences, seminars and meetings. However, any additional costs associated with the participation of a spouse or guests are the responsibility of the employee.

## 7. Method of Travel

- a. When planning the transportation portion of the trip, the employee must consider all aspects of cost to the City, such as daily expenses, overtime, lost work time, and actual transportation costs. In general, common carrier (bus, train or plane) is preferred mode of transportation.
- b. The City will only pay or reimburse employees for the cost of coach class flights.
- c. Employees shall be responsible for canceling any airline or hotel reservations they will not use. Any charge for an unused reservation shall be considered the employee's personal expense, unless failure to cancel the reservation was due to circumstances beyond the employee's control.
- d. Whenever practical, City owned vehicles should be used for travel unless the employee receives a mileage allowance.
- e. If a City vehicle is not available, or if there is another reason why the employee should drive his/her personal automobile, the City shall reimburse the employee with either the cost of the most appropriate means of transportation, or the actual mileage involved in the travel, whichever is the lesser of the two.
- f. The reimbursed mileage rate for use of a private vehicle for City travel will be at the current Standard Federal Mileage Rate set by the IRS.
- g. Mileage reimbursement for a private vehicle being used for City travel must consider the employee's normal commute to work and whether the employee receives a monthly vehicle allowance. If the employee does not receive a vehicle allowance, the employee is entitled to reimbursement for all business miles driven, with the following exceptions:
  - 1) If travel begins and ends at work, the entire business mileage will be reimbursed.
  - 2) If travel begins at work and ends at home (or vice versa), and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: John Doe lives in Banning and is attending a morning conference in Los Angeles. The trip from Banning to Los Angeles is 75 miles, but is only 60 miles from Moreno Valley to Los Angeles. Since his normal commute would bring him to Moreno Valley

**TRAVEL AND RELATED BUSINESS EXPENSES**

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and 15 miles closer, in this case John would be reimbursed 120 miles, the round-trip distance from City Hall).

- 3) If travel begins at home and ends at home, and if the total business mileage driven is less than the total mileage that would have been driven if travel began and ended at work, the total mileage can be claimed. (Example: Jane Doe lives in Banning and is attending a conference in Palm Springs. The round-trip mileage from her house is 60 miles, but would have been 90 miles had she started at and returned to Moreno Valley City Hall. In this case Jane would be reimbursed for the 60 mile round trip).
  - 4) Under no circumstances shall reimbursement be given to the total business mileage claimed that exceeds the total mileage had the travel begun and ended at work.
- h. If an employee already receives a monthly vehicle allowance, a total of 50 miles must be deducted for each one-way travel to or from the authorized City business travel destination. The mileage exceeding a 50-mile radius is subject to reimbursement, however, the first 50 miles each way is considered applicable to the employee's vehicle allowance. The above four rules shall also apply.
  - i. In order to drive a privately owned vehicle on City business, the employee must:
    - 1) Possess a valid California driver's license.
    - 2) Carry liability insurance, as required by the State of California
    - 3) Realize that any damage to the employee's personal vehicle and/or service or repair occurring on the trip will be the employee's responsibility, as insurance costs are factored in the IRS per mile cost reimbursement.
  - j. If local ground transportation is needed during the trip, the use of public transit such as airport shuttles, buses, streetcars, and subways is appropriate.
  - k. Ground transportation must be efficient and cost effective. Use of taxis, hotel courtesy buses and local shuttles are allowed when other public transit or common carriers are not reasonably available.
  - l. Requests for advances of ground transportation costs (including tips) should be substantiated whenever possible. If the cost cannot be substantiated, advances will be based on a fair and reasonable estimate of expenses.
  - m. Ground transportation receipts are required. However, in cases where a receipt is not available, the employee must notate this on the Travel Expense Log. Employee requests for out-of-pocket reimbursement of ground transportation costs without receipts are subject to review and approval by the Finance Director.
  - n. The use of a rental car is authorized in cases where it is economical or more feasible relative to using ground transportation.
  - o. If a car rental is required, the employee may use a City CAL-Card or credit card or request reimbursement for out-of-pocket costs including fuel, upon return from

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Approved by: City Manager  
10/09/03



**TRAVEL AND RELATED BUSINESS EXPENSES**

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business travel. Receipts are required. The optional car rental agency-provided insurance is not a reimbursable cost. Since employees are normally insured by their own automobile insurance carrier for use of a rental vehicle, employees may opt for this coverage at their own expense.

- p. The City will reimburse all reasonable business travel expenses, including bridge tolls and parking fees incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business. Receipts are required, and if a receipt is not available, the employee shall notate this on the Travel Expense Log.
- q. Without receipts, any employee request for out-of-pocket reimbursement of costs incurred as a result of an employee's authorized use of a private vehicle or City vehicle while traveling on City business is subject to review and approval by the Finance Director.

8. Compensation for Travel Time (Non-Exempt Employees)

- a. When travel time exceeds the normal workday or workweek, the City's rules for overtime apply to those employees eligible for overtime.
- b. In determining overtime compensation, normal commute time should be deducted from total travel time.
- c. Normal unpaid meal periods are not considered work time while traveling.
- d. Overtime eligibility applies equally to drivers and passengers, and should be granted whether travel occurs during normal workdays or on weekends or evenings.

9. Lodging

- a. Lodging is allowed for attendance at conferences, seminars or meetings that are in excess of 50 miles or one hour of travel time, one-way, from the employee's home. A Department Head may approve exceptions to the 50-mile/one hour minimum if he/she considers the request to be reasonable and practical, especially considering the destination, the difficulty of the commute, and the starting time of the conference.
- b. Reasonable lodging expenses will be paid at actual cost including taxes and parking, for as many nights as necessary.
- c. The lodging accommodations should be economical and practical. In general, the employee should select the most reasonably priced accommodations available, but consistent with the purpose and goals of the trip.
- d. When choosing a hotel for a conference, it is preferable to stay at the hotel where the conference is being held even though it may be slightly more expensive than others in the area.
- e. Other non-business related room charges, including movies or refreshments are not reimbursable.

**TRAVEL AND RELATED BUSINESS EXPENSES**

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- f. When making lodging reservations, be sure to ask if a “government rate” is available. Some cities exempt travelers on government business from their local transient occupancy tax (TOT). This can be as much as a 12-15% savings on lodging costs depending on the TOT rate. Check with the hotel for this exemption and form.
- g. Since there is seldom a difference in the room rate for double occupancy, it is permissible for an employee to share a room with a spouse or guest at no additional cost to the City. However, if double occupancy of a room by a non-City employee results in an increased room rate, the difference shall be the employee’s personal expense. Furthermore, incurring a non-business related expense using advanced City funds, or a City Cal-Card or credit card is prohibited.

## 10. Incidental Expenses

- a. Incidental expenses include but are not limited to tips for persons who provide services, such as waiters, maids, porters, and baggage handlers.
- b. Incidental expenses incurred while on an overnight business trip are covered by per diem. To receive reimbursement on incidental expenses incurred on a day business trip, receipts should be submitted whenever possible. If the employee is unable to obtain a receipt, the costs should be documented on the Travel Expense Log and on the Travel Form as a reimbursement request.
- c. Business-related expenses such as telegrams and telephone calls, copying and faxing, computer accessories, tapes and other training materials purchased at a conference are reimbursable with receipts, and become property of the City. Whenever possible, employees should anticipate the need for supplies and should take whatever they need with them instead of purchasing these supplies at their destination, where the cost may be significantly more than what the City would normally pay.
- d. Tips are generally an allowable and reimbursable cost of business travel, but they must be reasonable.
  - 1) For business trips not involving per diem, they should never exceed 15%-20% of the cost of the meal.
  - 2) For ground transportation, they should not exceed 15% - 20% of the fare.

## 11. Non-Reimbursable Expenses

- a. Personal entertainment costs are not reimbursable. These include headphones or alcoholic beverages purchased on airplanes, video rentals and refreshment bars in hotel rooms, spas and gyms, laundry or dry cleaning and other items of a personal nature.

## B. Travel Expense Report

- 1. When returning from a trip, a final accounting of all expenses related to the trip must be approved by the Department Head (or applicable Division Manager) and submitted to the Finance Department within fifteen working days. A travel expense report is required in all cases – there are no exceptions. This is mandatory whether or not the advance received is equal to the expenses incurred, whether the employee is eligible for additional reimbursement, or whether money is owed to the City.

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Approved by: City Manager  
10/09/03

**TRAVEL AND RELATED BUSINESS EXPENSES**

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2. The final accounting of the travel is made by completing the Travel Expense Report, Section Two of the Travel Form.
3. After completing the Travel Expense Report, the employee must place it in the Travel Expense Log envelope with all required receipts, sign the report attesting to its accuracy and submit it to your Department Head for review and approval. Remember, receipts are not required to justify meals and incidental expenses covered by per diem.
4. If the employee owes the City for the unused balance of a cash advance (other than per diem), he should pay the amount due to the Finance Department cashier and attach the receipt to his Travel Expense Report. The amount returned to the City must be applied as a credit to the expense account originally used for the cash advance.
5. Department Heads (or applicable Division Managers) approving Travel Expense Reports are responsible for ensuring that:
  - a. All expenses are reasonable, necessary and consistent with these guidelines.
  - b. Any required receipts are attached and enclosed in the Travel Expense Log.
  - c. The final disposition is correct (balance due employee, or balance due City).
  - d. Any amounts due to the City are fully reimbursed.
  - e. Final accounting of all expenses related to the trip is submitted to the Finance Department within fifteen workdays following the employee's completed travel.
6. If the City owes the employee money, the employee may request reimbursement by forwarding the Travel Expense Report to the Finance Department along with a Request for Direct Pay. If the amount requested is \$100 or less, a Petty Cash Request may be submitted for reimbursement. Requests for reimbursement by direct pay will be processed on the next available Accounts Payable check run, if submitted by the normal Accounts Payable deadline, but no later than ten workdays following receipt. Requests for reimbursement by petty cash will be reimbursed per the Petty Cash Policy.
7. If the employee owes the City money, he should pay the Finance Department cashier and forward the Travel Expense Report with the cash register receipt attached evidencing payment of the amount due.

**TRAVEL AND RELATED BUSINESS EXPENSES**

**Summary of Travel and Related Business Expense Policy**

**A. TRAVEL AUTHORIZATION REMINDERS (Part I of Travel Form)**

<p><b>Employee</b></p>	<ul style="list-style-type: none"> <li>• Consult with Department Head or applicable Division Manager on the need for travel.</li> <li>• Carefully plan the itinerary, including basic transportation, ground transportation, lodging, and meals and incidentals.</li> <li>• Complete the Travel Authorization (Section One of “Travel Form”); attach a copy of the announcement for the conference, meeting or seminar; attach a Request for Direct Pay for employee cash advance (if needed), and attach a Request for Direct Pay for each direct vendor payment request. All requests for vendor payments must include copies of the conference brochure or similar information.</li> <li>• It is the employee’s responsibility to make and attach all necessary copies. Travel request packages submitted to the Finance Department without appropriate copies and documentation will be returned to the requesting department for follow-up and resubmittal. Checks will not be released before all authorized and required paperwork is received.</li> </ul>
<p><b>Department Head or if applicable, Division Manager</b></p>	<ul style="list-style-type: none"> <li>• Review Travel Authorization Form for compliance with City travel policy, employee’s professional development needs, and department’s overall training needs and priorities.</li> <li>• Verify that adequate funding exists in the appropriate travel budget to cover all costs.</li> <li>• If travel is out-of state, obtain City Manager’s approval.</li> <li>• Approve the Travel Authorization Form, provide a copy to the employee and submit to the Finance Department for payment processing.</li> </ul>
<p><b>Finance Department</b></p>	<ul style="list-style-type: none"> <li>• Review the Travel Authorization Form for compliance with City Travel policy.</li> <li>• Make cash advance and vendor payments.</li> <li>• File Travel Authorization Form with copies of Direct Pays and all related Direct Pay forms for hotels, conference registration, etc., in employee file for subsequent matching and review of employee’s Expense Reporting, which is due within fifteen workdays of his/her return from the business trip.</li> </ul>

Approved by: City Manager  
10/09/03

**TRAVEL AND RELATED BUSINESS EXPENSES**

**B. TRAVEL EXPENSE REPORTING REMINDERS (Part II of Travel Form)**

<p><b>Employee</b></p>	<ul style="list-style-type: none"> <li>• Complete the Travel Expense Report (Section Two of “Travel Form”), which is the mandatory accounting for all expenses incurred on the business trip.</li> <li>• Attach the Travel Expense Log and include all applicable business expense receipts.</li> <li>• Notate all business expenses on the log, by date, and check the appropriate box to indicate if the receipt is enclosed.</li> <li>• Sign the Expense Report, attesting to its accuracy.</li> <li>• Submit the completed package to the appropriate department authority in time to meet the requirement that the employee’s Travel Expense Reporting be submitted within fifteen workdays after completion of travel.</li> <li>• Make payment to the City of Moreno Valley and submit to the Finance Department for any amount of the cash advance balance due and attach the receipt as proof of payment.</li> </ul>
<p><b>Department Head or if applicable, Division Manager</b></p>	<ul style="list-style-type: none"> <li>• Review the Travel Expense Report and Travel Expense Log for compliance with City travel guidelines.</li> <li>• Verify the accuracy of balances and review all expenses incurred for propriety and in relation to original goals of the business trip.</li> <li>• Approve the Travel Expense Report, make a copy for department records, and submit to the Finance Department.</li> <li>• Ensure that a Request for Direct Pay is attached if funds are due to the employee.</li> </ul>
<p><b>Finance Department</b></p>	<ul style="list-style-type: none"> <li>• Review the Travel Expense Report and Travel Expense Log for compliance with the City’s Travel Policy.</li> <li>• File the Travel Expense Report and Travel Expense Log in the employee’s vendor file and process any Request for Direct Pay if funds are due to the employee.</li> </ul>

**Any questions regarding the Travel and Related Business Expense Policy can be directed to the Finance Department, Accounts Payable Supervisor at (909) 413-3087.**

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 9, 2013

**TITLE:** AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO RBF CONSULTING FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS - PROJECT NO. 801 0052 70 77

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### **RECOMMENDED ACTION**

Recommendations:

1. Approve the Agreement for Professional Consultant Services with RBF Consulting, 3300 East Guasti Road, Suite 100, Ontario, CA 91761, to provide design services for a total contract not to exceed \$1,750,183.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RBF Consulting.
3. Authorize the issuance of a Purchase Order with RBF Consulting totaling \$1,750,183 when the Agreement has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with RBF Consulting, not to exceed the Purchase Order amount, subject to the approval by the City Attorney.
5. Authorize the re-appropriation of \$2,000,000 in realized project savings from the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange Improvements project.

## **BACKGROUND**

On April 26, 2011, the City Council Adopted a 2-Year Economic Development Action Plan that identified Eastern Moreno Valley as one of the five critical Areas of Opportunity. This 2-Year Economic Development Action plan referenced the need for CIP revenues to be strategically planned and used for new public improvements that benefit economic development.

At the April 2, 2013 City Council Study Session, a new 3-Year Economic Development Action Plan was presented to City Council that further expanded the previously referenced Eastern Moreno Valley area to include the World Logistics Center at Rancho Belago and the SR-60 East Corridor. This Economic Development Action Plan also further emphasizes the continued coordination of CIP revenues with economic development efforts. The Moreno Valley Freeway, State Route 60 (SR-60), is a major east-west transportation route within Riverside County and an integral part of the freeway network for the Southern California metropolitan area. The entire SR-60 route is considered a Priority Global Gateway trade corridor for movement of international trade. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks. The SR-60/Theodore Street Interchange has regional significance. It serves as a major access point for the existing and proposed development in the Eastern Moreno Valley area.

On April 23, 2013, City Council approved a budget appropriation to create a new Capital Improvement Project Expenditure account for the SR-60/Theodore Interchange Improvements. The action appropriated initial seed money for City staff to coordinate with Caltrans and consultants to launch this project into the Caltrans-required preliminary engineering and environmental clearance phase. The City has always taken a proactive approach in moving forward with infrastructure projects in a timely manner to meet the demands of traffic growth patterns rather than dealing with the situation after grid lock and congestion exists.

On June 11, 2013, City Council approved the Adoption of the Fiscal Year 2013-2014 Capital Improvement Plan. The Plan contained the SR-60/Theodore Interchange anticipated schedule, which targeted completion of the Caltrans-required and technically called the Project Approval and Environmental Documentation (PA&ED) phase by February 2015, Design phase by November 2015, and Right of Way by November 2015, subject to availability of appropriate funding.

## **DISCUSSION**

The approximately 50 year old SR-60/Theodore Street Interchange is in need of operational and capacity improvements. The needed improvements will correct existing geometrical deficiencies, improve access and reduce congestion for existing traffic volumes as well as forecasted increased traffic demands. Without improvements, based on 20 year traffic projections in accordance with the City's General Plan growth build-out, the eastbound SR-60 on & off ramps are expected to operate at LOS (Level of Service) F (heavy congestion and unacceptable delays) in the PM peak hour, while the



westbound SR-60 on & off ramps are expected to operate at LOS E and F, respectively in the AM peak hour.

In order to proceed with the planning and design efforts for the needed improvements for the SR-60/Theodore Street Interchange, the City solicited proposals from professional design consultants with expertise in Caltrans interchange design. Requests for Proposals (RFP) for Professional Consultant Planning (Project Approval and Environmental Documentation) and Design Services (Plans, Specifications and Estimates) were requested by email to a list of several hundred professional consultants, posting to the City Website, and advertisement in the Press Enterprise.

The City received three (3) proposals in response to the RFP. A Selection Committee, comprised of City and Caltrans staff, reviewed and rated all proposals, based on qualifications-based selection criteria. All three firms were invited for interviews. RBF Consulting was selected as a result of a competitive selection process as the most qualified consultant to complete the subject project. RBF Consulting was ranked first for several important reasons. The firm demonstrated a very thorough understanding of the work. The firm had recently completed a very similar interchange project in a neighboring city in a similarly expedited manner. The firm demonstrated excellent technical ability in all critical areas. The firm proposed and committed qualified staff and subconsultants that are familiar with Caltrans procedures. They identified substantial time savings in design and in construction, thereby achieving expedited delivery of the project. The firm had completed and submitted to Caltrans the draft Project Study Report-Project Development Support (PSR-PDS) for the interchange and was very familiar with the interchange operations. Upon their top ranking, contract negotiations were conducted with RBF Consulting, and agreement has been reached.

As part of the first phase of work, the planning scope of work consists of scoping and development of alternatives, Caltrans Project Report, surveys, utility investigations, and right-of-way research. The scope also includes environmental studies, resulting in preparation of an approved environmental document in accordance with National Environmental Protection Act (NEPA)/California Environmental Quality Act (CEQA) guidelines. In addition, the Consultant will prepare mapping, Geometric Approval Drawings (GADs), structural analyses, and other design-related deliverables to support the environmental studies, and concurrently as needed to meet the delivery schedule for completion of planning, design, and right-of-way acquisition as approved in the adopted Capital Improvement Plan.

The cost of design services is \$1,750,183. The consultant will be held to strict milestone payment requirements as stipulated in the Agreement, ensuring satisfactory performance measured by work item deliverables and approvals by both the City and Caltrans. Upon satisfactory completion of the first phase, and available funding, the Consultant may be retained to complete the second phase of the work. The second phase consists of final design and right-of-way tasks, including preparing plans, specifications, and estimate, right-of-way acquisition, utility coordination, permitting, and agency coordination. Construction support services will be considered a third phase of the project once the design is nearing completion. It is the intent to retain the same consultant who prepares the design for construction support as it is required by Caltrans

procedures. The City will proceed with the second and third phases upon successful completion of the prior phases and availability of funds. The consultant's scope of work submitted for the second phase will be used as a starting point for contract negotiations at the appropriate time when a preferred alternative has been selected. The current action requested of City Council is to approve the Agreement for the first phase. With the recent completion of the Cactus Avenue/Nason Street Improvement project, it is proposed that the savings be utilized to fund the PA&ED (first phase) work for the SR-60/Theodore Street Interchange project.

Caltrans will require the City to enter into Cooperative Agreements by phase, setting forth the City's and Caltrans responsibilities for that particular phase. Contingent upon available funding, federal-aid reimbursement may be sought for current and/or subsequent phases of this project; therefore, all activities will conform to Federal Highway Administration (FHWA) requirements. The consultant's proposed overhead rate is subject to Caltrans audit to comply with Federal Acquisition Regulations, and once the audit is complete, the rate may be adjusted accordingly.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the project to move forward in a timely manner with the preliminary engineering and environmental phase.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will not allow the preliminary engineering and environmental phase of the project to be initiated which inevitably will delay the timeliness of the needed improvements at the referenced interchange.*

### **FISCAL IMPACT**

The April 2013 City Council appropriation of \$138,000 utilized all available Developer Impact Fee (DIF) Interchange Improvements Capital Projects funds (Fund 3311). These funds can only be used for interchange related improvement efforts. With the recent completion of the Cactus Avenue/Nason Street Improvement project it is proposed that \$2,000,000 of the savings be utilized to fund the PA&ED (first phase) work for the SR-60/Theodore Street Interchange Improvements project. Staff is requesting a re-appropriation of \$2,000,000 from Measure A funds allocated to the Cactus Avenue/Nason Street Improvement project to the SR-60/Theodore Street Interchange project. There is no impact to the General Fund.

Proposed Re-Appropriation:

<b>Cat.</b>	<b>Fund</b>	<b>Project No. (PN)</b>	<b>Type</b>	<b>Original Budget</b>	<b>Proposed Adjustment</b>	<b>Revised Budget</b>
CIP	Cactus Avenue/Nason Street Improvements	801 0019 70 77-2001	EXP	\$25,182,845	(\$2,000,000)	\$23,182,845
CIP	SR-60/Theodore Street Improvements	801 0052 70 77-2001	EXP	\$138,000	\$2,000,000	\$2,138,000

**AVAILABLE FUNDS**

Fiscal Year 2013/14 SR-60/Theodore Street\*

(Account No. 3311-70-77-80001) (Project No. 801 0052 70 77-3311)... \$ 138,000

Proposed Re-Appropriation

(Account No. 2001-70-77-80001) (Project No. 801 0052 70 77-2001)... \$ 2,000,000

Total FY 2013/2014 Project Budget ..... \$ 2,138,000

*\*As approved in the FY 2013/2014 Capital Improvement Plan.*

**ESTIMATED COST FOR PA&ED PHASE**

**Consultant Costs..... \$ 1,750,000**

Project Administration\* ..... \$ 200,000

Total Estimated Cost ..... \$ 1,950,000

*\*Includes City project administration, application fees, and other related miscellaneous costs.*

**ANTICIPATED PROJECT SCHEDULE**

Start Preliminary Engineering and Environmental Document Phase ..... August 2013

End Preliminary Engineering and Environmental Document Phase..... February 2015

**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.

**PUBLIC SAFETY:**

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

**SUMMARY**

Through a qualifications-based selection process, RBF Consulting was identified as the most qualified firm to provide planning and design services for the SR-60/Theodore Street Interchange Improvements project. RBF Consulting is recommended to complete the planning, preliminary engineering, and environmental documentation phase in the amount of \$1,750,183. Staff recommends the City Council approve the Agreement for Professional Consultant Services with RBF Consulting, in the form attached hereto, and authorize the issuance of a Purchase Order totaling \$1,750,183. Staff also recommends the re-appropriation of savings from the Cactus Avenue/Nason Street project to the SR-60/Theodore Street Interchange Improvements project which will allow for the initiation of work efforts to get this important project started in order to facilitate timely development in the Eastern Moreno Valley area.

**ATTACHMENTS**

Attachment 1 – Location Map

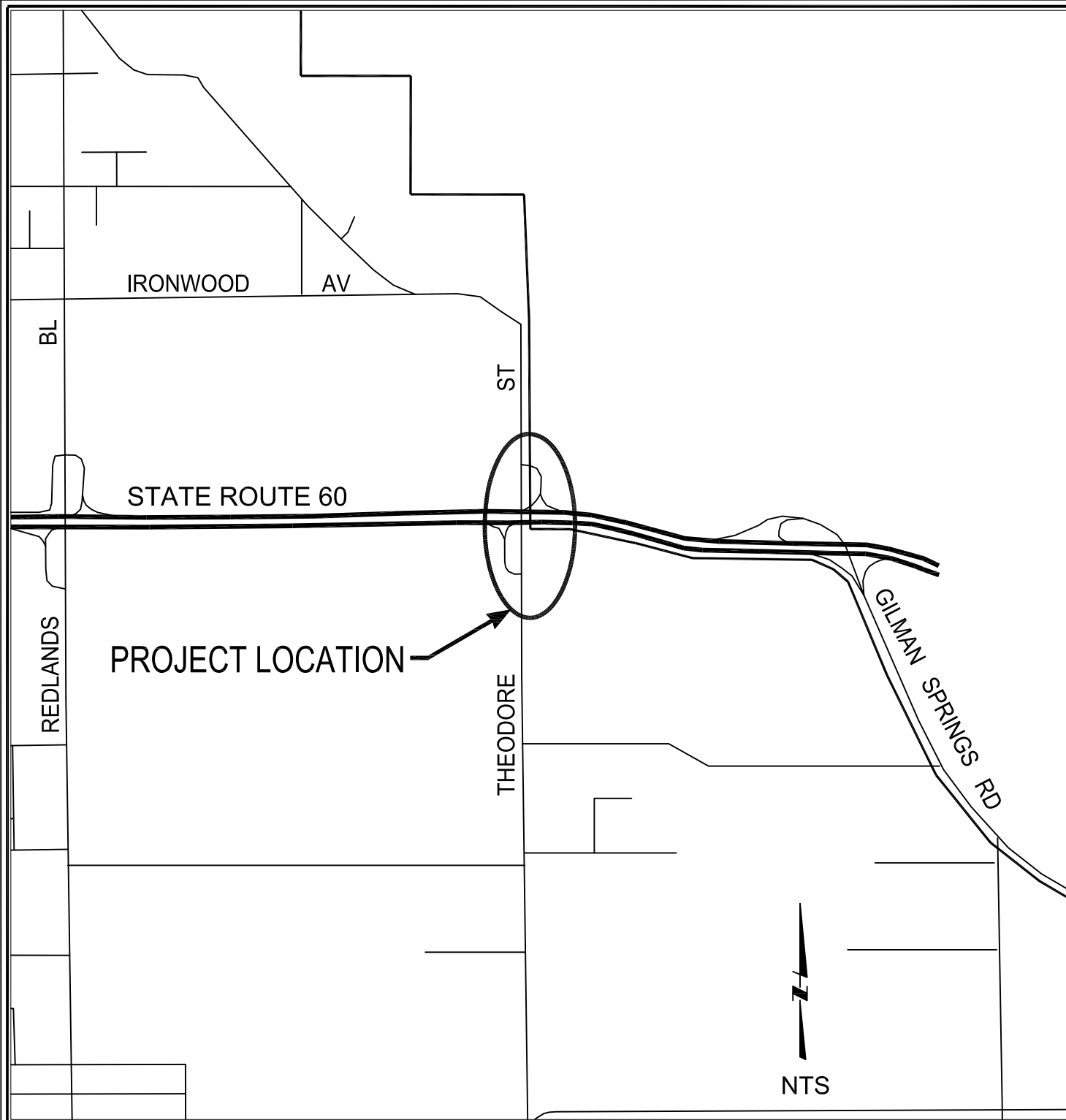
Attachment 2 – Agreement for Professional Consulting Services

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

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:



# THEODORE STREET



LOCATION MAP  
Public Works Department  
Capital Projects Division

ATTACHMENT 1

SR 60 & THEODORE STREET  
INTERCHANGE IMPROVEMENTS  
Project No. 801 0052 70 77

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**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL  
PROJECT NO. 801 0052 70 77**

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

**RECITALS**

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

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

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

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

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

WHEREAS, the Consultant has committed to separately complete the Project Study Report-Project Development Support (PSR-PDS) for the SR-60/Theodore Street Interchange (Caltrans EA 0M590);

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

**DESCRIPTION OF PROJECT**

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

**STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS**

**Project No. 801 0052 70 77**

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$1,750,183** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF AGREEMENT**

5. This agreement will terminate on **December 31, 2016** unless the termination date is extended by an amendment to the agreement.

**TIME FOR PERFORMANCE**

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

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



**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 801 0052 70 77  
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8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

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

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

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

**SPECIAL PROVISIONS**

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

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be

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subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

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

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

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person, including injury to the City's, MVHA's, CSD's, and WRCOG's and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, CSD and WRCOG, and the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

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

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

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

GENERAL LIABILITY

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

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

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

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

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

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in the course of carrying out the Agreement.

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

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

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

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

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

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

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

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

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

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

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

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

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

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

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

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

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

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



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

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

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

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

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

**RBF Consulting**

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

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

DATE: \_\_\_\_\_

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

<p><u>INTERNAL USE ONLY</u></p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____</p> <p style="text-align: center;">City Attorney</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p style="text-align: center;">Department Head</p> <p>_____</p> <p style="text-align: center;">Date</p>
--

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

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

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

**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL CONSULTANT SERVICES  
STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS  
PROJECT NO. 801 0052 70 77**

**I. INVITATION**

You are hereby invited to submit a Proposal for Professional Consultant Planning (preliminary engineering and environmental documentation) and Design Services associated with the interchange improvements for State Route 60 (SR 60) at Theodore Street as shown on the enclosed Location Map.

Six (6) paper copies (including one [1] copy unbound and paper clipped) and one [1] digital copy in pdf format on compact disk of your Proposal shall be submitted no later than **12:00 p.m. (noon), May 9, 2013**, addressed to Capital Projects Division, 14325 Frederick Street, Suite 9 (hand delivery), or 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery) (postmark will not be accepted), Attention: Margery Lazarus, Senior Engineer P.E. (Contract Administrator).

**II. PROJECT DESCRIPTION**

The purpose of the project is to alleviate congestion, enhance freeway access and regional goods movement, and increase vertical clearance by realigning the SR 60/Theodore Street ramps, adding auxiliary lanes, and replacing the overcrossing structure at SR 60/Theodore Street. The proposed project includes: 1) reconstruction and realignment of SR 60/Theodore Street ramps with auxiliary lanes, 2) widening of Theodore Street and replacement of the overcrossing structure, 3) installation of signalization, 4) provision for California Highway Patrol (CHP) enforcement areas as required, 5) addition of ramp metering as required, 6) provision for truck operations, 7) coordination of utility relocations, 8) provision for landscaping and irrigation, and/or hardscape, to the extent required, and 9) related improvements as required by the City and Caltrans.

This project will require: a Project Report (PR); environmental documentation; Geometric Approval Drawing (GAD); design; right-of-way acquisition; utility relocation; Plans, Specifications, and Estimate (PS&E); permitting; agency coordination; and related services, all in accordance with California Department of Transportation (Caltrans) and City of Moreno Valley (City) requirements.

A draft Project Study Report-Project Development Support (PSR-PDS) has been submitted to Caltrans, including the Preliminary Environmental Analysis Report (PEAR).

**III. PROJECT FUNDING AND SCHEDULE**

The City is currently funding the planning phase through various City fund sources. In order to proceed with an expedited delivery and completion of the design phase no federal funds are anticipated to be used during the design phase. However, the Consultant must prepare all applicable documents in a manner that assumes at least partial federal funds will be utilized during the construction phase. **Because it is anticipated that federal-aid reimbursement may be sought for various phases, it is imperative that all activities conform to federal requirements. Failure to conform will jeopardize potential federal funding.**

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The City intends to have the selected consultant complete the Planning, Design, and Right-of-Way/Utility phases within two years and nine months of notice-to-proceed (NTP). Anticipated NTP is approximately July 9, 2013 (assuming a post award audit is acceptable to Caltrans), and expected completion is April 30, 2016.

Consultant shall be advised of target selection process dates as follows: Shortlist May 16, 2013; interviews May 22, 2013; complete negotiations June 3, 2013; contract approval by City Council June 25, 2013.

**IV. SCOPE OF ENGINEERING SERVICES**

A draft PSR-PDS dated February 2013 was submitted to Caltrans for review. The submittal included the following: PEAR, Traffic Engineering Performance Assessment, Storm Water Data Report (SWDR), Conceptual Cost Estimate – Right of Way Component, and Division of Engineering Services Scoping Checklist. The submittal and the City Comments are attached to this RFP. Caltrans comments are pending.

The scope of this project consists of a Project Report. The scope includes preparation of environmental analyses leading to documentation for an Initial Study/Environmental Assessment (IS/EA) in accordance with National Environmental Protection Act (NEPA)/California Environmental Quality Act (CEQA) guidelines. It is anticipated that up to three build alternatives will be analyzed, along with the "no-build" alternative. In addition, the Consultant will be required to prepare mapping, Geometric Approval Drawings (GADs), structural analyses, and other design-related deliverables concurrently as needed to meet the schedule.

Upon satisfactory completion of the PR and environmental document, the Consultant may be retained to complete the Design Phase, consisting of remaining final design tasks, right-of-way acquisition, utility coordination, permitting, and agency coordination. The Consultant will separate the Planning Phase scope, Design Phase scope, and Right-of-Way scope, and also clearly identify and segregate the design-phase tasks that will be performed concurrently with the Planning Phase.

The Consultant shall be required to follow current policy and guidelines regarding design conformance with the Americans with Disabilities Act (ADA).

The current project construction estimate, depending upon alternative, ranges from \$31,500,000 to \$38,800,000. Approximate right-of-way and utility relocation costs are estimated at \$6,000,000.

**A. PLANNING/PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) PHASE**

**1. Project Report (PR), Geometric Approval Drawing (GAD), and Structures**

The Consultant shall prepare a PR document according to current Caltrans requirements, as shown in Caltrans Project Development Procedures Manual, and in accordance with District 8 requirements. The PR will include existing and forecasted traffic, design volumes, and accident data; current

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cost estimate; Right-of-Way Data Sheets; Exceptions to Non-Standard Mandatory and Advisory Design Features; and all information in accordance with current Caltrans and District requirements and procedures. In addition, the Consultant shall prepare Advance Planning Studies consisting of up to two alternative structure types, including **one aesthetically unique structure**. All alternatives shall provide the required minimum vertical clearance and thorough accommodation of truck operations. The Consultant shall prepare all structure-related design and submittals in accordance with Caltrans requirements.

The Consultant shall prepare required engineering studies to support the PR and the environmental document preparation (see below), including development of horizontal and vertical geometry, typical section, and cost. To support the engineering effort, the Consultant will study geology, conceptual bridge structure types, utilities, drainage, traffic capacity, traffic operations, truck operations, and traffic management, including partial or full closure of the interchange to facilitate construction.

The Consultant shall evaluate structure types and prepare up to two bridge architecture aesthetic renderings for build alternatives, including one unique bridge type with aesthetic spire(s).

The Consultant shall prepare the Right-of-Way Data Sheets, along with supporting documentation to facilitate review. Data Sheets will include a detailed utility relocation estimate for affected facilities, including Southern California Edison 115 kV overhead facilities. Caltrans will review and approve the Right-of-Way Data Sheets along with any other right-of-way and survey-related deliverables.

2. Environmental Documentation

The Consultant shall prepare environmental documentation in accordance with State and Federal guidelines and procedures. The Consultant shall prepare Purpose and Need, and other required documents. The Consultant shall prepare required technical reports and analyses to address, as appropriate, traffic (including interchange closure feasibility during construction), noise impacts, air quality, lighting, wetlands, floodplains, wildlife and plants, relocation impacts, historic and cultural resources, archaeological resources, paleontological resources, social and economic changes, park lands and recreational areas, farm lands, tribal consultation, hazardous waste, aerially deposited lead, geological, water quality, energy, and visual effects. The Consultant shall identify permits, and shall coordinate with permitting agencies. For estimating purposes, Consultant will assume two "build" alternatives will be analyzed throughout the completion of the final environmental document. Caltrans will make the final NEPA and CEQA determinations.

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3. Surveying and Mapping

- a. The Consultant shall perform aerial photography and design-level surveys to conform to the Caltrans Surveys Manual. The Consultant shall perform aerial photography to cover all potential impacted intersections and interchanges. Consultant shall perform design survey to the required accuracy for contours to perform the design, establish the limits of the new right-of-way, and locate all existing utilities and the future location of the relocated utilities. The Consultant shall confirm required survey accuracy with Caltrans. Caltrans will review and approve all survey-related work and deliverables.
- b. The Consultant shall provide base mapping suitable for the design of the project, in English units and in digital format. Horizontal datum will be verified with Caltrans. Consultant shall retain aerial photography in the event that the selected alternative requires additional base mapping during the course of PS&E.
- c. The Consultant shall provide cross-sections at a scale and frequency approved by Caltrans within the limits described. Topography shall include, but not be limited to, all features within the right-of-way. Topography shall extend a minimum of three hundred feet (300 foot) beyond the existing and future join points and curb returns at intersections.

4. Research of Record Information

- a. The Consultant shall perform all research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all underground improvements and easements, centerline, right-of-way, and private property lines.
- b. The Consultant shall perform all research of private development plans adjacent to or affecting the project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all underground improvements and easements, centerline, right-of-way, and private property lines.
- c. The City will provide copies of available pertinent City records such as survey ties, benchmarks, and street plans that the City knowingly has in its possession.

5. Existing Utilities Research and Potholing

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

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- b. The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call utilities, as necessary, until a written response is received from the utility. The City will provide the required format in the current version of Microsoft Word for Windows. The Consultant is responsible to complete and mail the document, and provide the City with a copy. The City will be responsible for printing all letters on City letterhead.
  - c. The Consultant shall measure the height of the existing overhead utility lines for freeway, ramp, traffic signal, safety lighting, and street light vertical and horizontal clearances.
  - d. The Consultant shall positively locate all utilities in accordance with Caltrans' policy on High and Low Risk Utilities. The Consultant shall pothole all underground utilities to determine the depth for clearance and connection points or conflicts for any underground improvements such as gas lines, sewer lines, storm drains, aqueducts, or waterlines. The Consultant shall submit to each utility company a preliminary set of Plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the City after completion of this task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at no additional cost to the City.
6. Geotechnical
- a. The Consultant shall submit a geotechnical exploration plan for City and Caltrans review, reflecting location and type of boring. The Consultant shall identify owners and agencies from which right-of-entry permits are required, and shall submit a list to the City, with mailing addresses. The Consultant shall prepare and the City will mail right-of-entry letters. The Consultant shall evaluate whether appropriate environmental clearance is needed, and obtain if needed.
  - b. A qualified geotechnical engineer shall prepare a draft Geotechnical Design Report (GDR), preliminary Foundation Report, preliminary Materials Report, and preliminary Life Cycle Cost Analysis (LCCA). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures. Consultant shall identify known faults and evaluate risks, if any.
  - c. The Consultant shall propose Traffic Indices (TI) for the auxiliary lanes, ramps, and freeway mainline, and obtain Caltrans approval.

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Consultant shall propose TI for Theodore Street, and obtain City approval.

- d. It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control.

7. GAD Approval

The Consultant shall prepare final GAD, including preliminary right-of-way requirements, and submit for City and Caltrans review. The Consultant shall conduct a GAD review meeting.

8. Project Management and Coordination

a. Project Management and Coordination

The Consultant shall aggressively pursue project approvals, and provide proactive project management for the project, including: 1) management of the work, 2) coordination with the City, Caltrans, and all affected and involved agencies, 3) establishing schedule and budget conformance, 4) provide progress reporting, 5) completing other duties as required to obtain Caltrans approval, 6) conduct regular Project Development Team (PDT) meetings, 7) schedule and lead additional meetings, 8) coordinate with developers, utilities, and adjacent owners as directed by the City, and 9) prepare meeting agendas and minutes for all meetings. The minutes shall be distributed within five working days after the meeting to all attendees, and invitees, including the City's project manager. The minutes shall include, but not be limited to, a list of attendees with phone numbers and e-mail, a synopsis of discussion items, any pertinent information, the action items, and all follow-ups to the action items.

The Consultant shall monitor quality on all deliverables, calculations, and other work products. The Consultant shall prepare a Quality Control Plan for use during this phase of the project, and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task, but shall be included as part of project management.

b. Project Schedule

The Consultant shall provide a digital version of the project schedule in Microsoft Project format and a hard copy. The project schedule shall be updated regularly and handed out during the PDT Meetings.

A MS Project Schedule shall be required, in conformance with the Caltrans Work Breakdown Structure (WBS) for the project phases. The project schedule shall be divided into tasks and subtasks in detail including, but not limited to, City function timeline, Caltrans function timeline, and other outside sources such as agencies or



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utilities. Some of the tasks shall be, but are not limited to, major milestones, deliverables, critical path items, and stakeholder meetings.

B. DESIGN/PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) PHASE

1. Project Management, Coordination, and Quality Control

a. Project Management and Coordination

The Consultant shall provide project management for the project, including: 1) management of the work, 2) coordination with the City, Caltrans, and all affected and involved agencies, 3) establishing schedule and budget conformance, 4) provide progress reporting, 5) completing other duties as required to obtain Caltrans approval, 6) furnish the PS&E, 7) schedule periodic progress meetings with the City, 8) conduct regular Project Development Team (PDT) meetings with the City and Caltrans, 9) prepare meeting agendas and minutes for all meetings as noted above, and 10) perform Quality Control.

b. Additional Meetings

The Consultant shall conduct additional meetings as required to complete the project, including Safety Review meetings, Design Review meetings, ADA meetings, Peer Review meetings, Constructability Review meetings, Quality meetings, and meetings with stakeholders.

c. Project Schedule

The Consultant shall provide a digital version of the project schedule in Microsoft Project format and hard copy. The project schedule shall be updated regularly and handed out during the PDT Meetings as in the Planning Phase.

d. Caltrans Documentation

The Consultant shall prepare supporting documents (e.g., project scope) for required Cooperative Agreements with Caltrans. The Consultant shall also prepare the following Caltrans forms and documents as needed: Request for Authorization for preliminary engineering; Request for Authorization for right-of-way; Request for Authorization for utilities; Request for Authorization for construction; supporting documents (e.g., project scope) for Construction Cooperative Agreement with Caltrans; and supporting documents for the Maintenance and Traffic Signal Maintenance Agreements. All documents shall be in accordance with Caltrans requirements.

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e. Permits

The Consultant shall identify and prepare applications for the necessary permits for construction. Potential agencies include the California Department of Fish & Game (CDFG), Regional Water Quality Control Board, Riverside County Flood Control and Water Conservation District, and U.S. Army Corps of Engineers.

The Consultant will be required to obtain a Caltrans Encroachment Permit to conduct engineering field studies. The Consultant shall obtain permits to enter and any other necessary permits from landowners for all research such as surveying, geotechnical, and any other design-related work.

f. Design Surveys

The Consultant shall continue to perform design surveys. The Consultant shall be required to prepare a complete and accurate design, and to tie in existing features. Cross sections shall be prepared at a scale and frequency approved by Caltrans.

2. Geotechnical

A qualified geotechnical engineer shall prepare a final Geotechnical Design Report (GDR), a Pavement Design Report (PDR), a Final Materials Report, and Pavement Life Cycle Cost Analysis (LCCA). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures.

3. Right-of-Way

This project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with Caltrans Standards, California Civil Code, and the California Relocation Assistance law adopted by resolution of the City Council of the City of Moreno Valley on August 19, 1986. Caltrans will review and approve all right-of-way-related work and deliverables. The right-of-way acquisition process shall include, but not be limited to the following:

a. Right-of-Way Requirements

The Consultant shall determine right-of-way needs and prepare maps for submittal to Caltrans Right-of-Way. The Consultant shall identify the need for new right-of-way, new access control, permanent easements, and temporary construction easements. The Consultant shall coordinate with affected agencies to determine right-of-way impacts (including utility right-of-way needs). Caltrans shall approve

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right-of-way requirements prior to initiating preparation of right-of-way maps.

b. Right-of-Way Maps

1. The Consultant shall prepare right-of-way base maps in accordance with Caltrans requirements. Base maps shall show existing features with all right-of-way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the take areas and existing driveways.
2. The Consultant shall identify all utilities that have prior rights.
3. The Consultant shall prepare right-of-way maps at a scale determined by Caltrans, reflecting all right-of-way for the project, including easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The Consultant shall also show access control.

c. Title Reports

The Consultant is to provide Title Reports for the properties that are directly adjacent to the project area. The Consultant shall first obtain written authorization from the Project Engineer prior to researching any parcel that appears to require a Title Report. Title Reports are to be shown as a separate task, and shall be estimated per unit cost. The Consultant is to provide said Title Reports to confirm right-of-way boundaries prior to any field survey work.

d. Appraisal Maps, Descriptions, Appraisals, and Negotiations

1. The Consultant shall prepare legal descriptions, plats, deeds, and maps for each parcel and each utility company (as required) for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction.
2. The Consultant shall prepare a right-of-way map acceptable to Caltrans.
3. The Consultant shall obtain appraisals of the required right-of-way and perform all acquisition negotiations. Appraised values shall be approved by the City prior to making offers. Consultant shall prepare a council memorandum requesting authorization of appraised amounts.

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4. Existing Utilities Research and Coordination

- a. The Consultant shall update utility research performed during the Planning Phase for all utilities within the project limits. The Consultant shall prepare Utility Plan sheets depicting all known existing utility facilities from record research and field verification.
- b. The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call utilities, as necessary, until a written response is received from the utility.
- c. The Consultant shall measure the height of the existing overhead utility lines for freeway, ramp, traffic signal, safety lighting, and street light vertical and horizontal clearances.
- d. For electrical service, this area may be planned for service by the City of Moreno Valley Enterprise Services Administration. The Consultant shall obtain a release letter for source of power from the City of Moreno Valley Enterprise Services Administration, if necessary.
- e. The Consultant shall coordinate with SCE or the City of Moreno Valley Enterprise Services Administration for the source of power location for the traffic signals and location for the meter cabinets and traffic signal controller cabinets.
- f. The Consultant shall coordinate with the utility companies regarding the project related to modifications of their facilities. The Consultant shall determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction.

5. Utility Potholing

The Consultant shall update the potholing task to locate all utilities in accordance with Caltrans policy on High and Low Risk Utilities. The Consultant shall pothole any additional utilities or locations not potholed during the Planning Phase.

6. Utility Relocations

- a. The Consultant shall coordinate all utility relocations. Eastern Municipal Water District (EMWD), Southern California Edison (SCE), Southern California Gas Company, Verizon, and Metropolitan Water District (MWD) may have facilities in the project area.

7. Roadway, Drainage, and Traffic Plans; Specifications; and Reports

- a. The Consultant shall prepare 35% Plans, 60% Plans, 95% Plans, and 100% Plans, in accordance with Caltrans submittal requirements. Final Plans shall include title sheet; layouts; typical

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cross sections; key map and line index; profiles and superelevations; construction details; contour grading; summary of quantities; drainage plans, profiles, details, and quantities; retaining walls (if required); sound walls (if required); stage construction and traffic handling; detour plans; construction area signs; pavement delineation plans; sign plans; electrical plans, consisting of lighting, sign illumination, ramp metering, traffic signal, and related interconnect system; design pollution prevention Best Management Practices (BMPs), treatment BMPs and critical construction site BMPs; landscaping and irrigation; and any other required plans.

- b. The Consultant shall compile specifications using the applicable Caltrans Standard Special Provisions (SSPs) to prepare required Draft Special Provisions for the project. The Consultant shall utilize and incorporate the City "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement into the Draft Special Provisions.
  - c. The Consultant shall also prepare and submit required reports in accordance with Caltrans requirements unless noted otherwise. Reports shall be prepared and submitted at the appropriate plan submittal, including but not limited to the reports listed below. Reports shall be submitted in Draft and Final format.
    - 1. Hydrology Report – the report shall include both off-site and on-site hydrologic calculations. Off-site calculations shall conform to the Riverside County Hydrology Manual and the City Standards.
    - 2. Storm Water Data Report – the Consultant shall prepare a Storm Water Data Report consistent with Caltrans requirements.
    - 3. Hydraulic Report - the on-site hydraulic computations shall be based on Caltrans and/or RCFC & WCD Standards.
    - 4. Transportation Management Plan (TMP).
    - 5. Final Traffic Report – the report will identify existing and forecasted traffic, collision history, lane configurations, level of service, capacity adequacy, and operational analyses including recommended signal timing plans, construction lane closures/traffic handling, detours, and work-hour restrictions.
8. Bridge PS&E
- a. The Consultant shall prepare Structure Type Selection documents and Bridge General Plans to comply with the most current Caltrans guidelines and policies. The Consultant will prepare for and attend the Bridge Type Selection Meeting. Upon completion of the Type

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Selection, the Consultant will submit and distribute meeting summary and required copies of General Plan and General Plan Estimate.

- b. The Consultant shall prepare the 65% Unchecked Plans, 90% Plans, 100% Plans, and Final Plans in accordance with Caltrans submittal requirements.
- c. The Consultant shall also prepare and submit required marginal estimates and design calculations, along with check calculations. The Consultant will also prepare and submit workday schedule.
- d. The Consultant shall prepare and submit bridge four-scale plans.

9. Cost Estimate

- a. The Consultant shall compile and prepare the Estimate based on all biddable construction items identified throughout the design package. Contingencies shall be included at the appropriate percentage in accordance with Caltrans procedures.
- b. The Consultant shall be required to periodically submit updated cost estimates. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

10. Format Submission (BOTH PHASES)

- a. Reports, Plans, Specifications, and Estimate shall be in dual units and must conform to Caltrans and Federal standards, regulations, policies, procedures, manuals, and practices. The Engineer shall provide clear, concise, and complete Plans. The Consultant shall include other details that are of benefit to and/or requested by the City such as details of private improvements to be constructed, reconstructed or relocated, consisting of driveways, fences, gates, and mailboxes.
- b. Design of City streets shall conform to City Standard Plans and policies.
- c. All drawings shall be prepared in MicroStation formats. The City will require conversion of drawings to AutoCAD format and electronic submittals to the City at the various phases of design. The final approved drawings are to be converted into AutoCAD format and submitted to the City. The final drawings are to be considered to be the property of the City at all times, and shall be submitted to the City in hard copy, along with electronic files, upon completion or as otherwise directed by the City.
- d. Cross sections are considered necessary to properly and accurately design the improvements and to accurately establish the earthwork

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volumes and extent of construction or reconstruction beyond the right-of-way lines onto private property, where and if necessary. Cross sections shall be prepared at a scale and frequency approved by Caltrans and the City. The cut and fill quantities shall be included with the cross sections. The cross sections shall be provided to the City at the same time as the final plans.

- e. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions. The Consultant shall be responsible for compiling the latest version of Caltrans Standard Special Provisions, signed by a Civil Engineer registered in the state of California.

11. Submittals to City, Caltrans, Agencies, and Utilities (BOTH PHASES)

- a. The Consultant shall submit one (1) set of full size Plans and two (2) sets of half size Plans of the design drawings with each submittal for checking by the City, along with the previous check prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered in order to reduce the number of plan checks required and related costs. The Consultant shall field review the site and compare the Plans to existing site conditions before all Plan submittals.
- b. The Consultant shall submit one (1) set of full size Plans and two (2) sets of half size Plans of cross sections along with each submittal of the design drawings for City plan checking. One (1) reproducible and three (3) sets of cross sections shall be submitted along with the final submittal of the design drawings.
- c. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.
- d. The Consultant shall directly submit Plans to the utilities for review of conflicts (minimum of three utility notifications).
- e. Upon completion of City reviews, and upon authorization by the City, the Consultant shall directly submit materials to Caltrans. For Plans, the Consultant shall first submit one (1) set of half-size "screencheck" Plans for review. Following this review, the Consultant shall submit up to twenty-five (25) sets of half-size Plans and Special Provisions to Caltrans. For other reports, the Consultant shall submit four (4) sets. For all deliverables submitted directly to Caltrans, the Consultant shall submit two (2) sets to the City at the same time.
- f. The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

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12. COPIES OF THE DESIGN DRAWINGS AND CONTRACT DOCUMENTS

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

13. Resident Engineer (RE) File

The Consultant shall prepare a RE File in accordance with City requirements. The Consultant shall submit two (2) copies to the City.

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

*Consultant's Proposal shall be no more than forty (40) pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposal shall clearly segregate the scope, schedule, and DBE utilization for the bridge overcrossing and the landscaping contracts. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:*

- A. A statement that this Request For Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this Request For Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request For Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this Request For Proposal.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on



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each task listed, included in adjacent columns. The resource allocation matrix is required of both the primary consultant, as well as any sub-consultant. The resource allocation matrix, in addition to any tasks the consultant chooses to list, shall include but not limited to meetings, specific deliverables, and other relevant milestones.

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

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- N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the City encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project.

DBEs and other small businesses are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety

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of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. Complete the forms listed in "Attachments" at the end of this RFP.

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

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

**VII. FEDERAL EMPLOYEE BENEFIT**

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

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

**VIII. PAYMENT TO CONSULTANT**

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, by part, phase, and milestone and shall be submitted in a separate sealed envelope with cost proposal.

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- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will only process invoices and pay the Consultant for the applicable work completed after the successful performance milestones are achieved. These milestones are:
1. Project Report complete and approved by Caltrans.
  2. Fact Sheets approved by Caltrans.
  3. Technical Studies approved by Caltrans.
  4. Public Hearing conducted.
  5. Draft IS/EA circulated.
  6. Environmental Clearance (Notice of Determination) obtained.
  7. Environmental Mitigation Negotiation and Permitting complete.
  8. GAD complete and approved by Caltrans.
  9. Design-level mapping complete.
  10. 35% submittal approved by Caltrans.
  11. 60% submittal approved by Caltrans.
  12. 95% submittal approved by Caltrans.
  13. 100% submittal approved by Caltrans.
  14. Legals/plats and appraisal reports are complete.
  15. Right-of-way negotiations and related services on a property-acquired basis.
  16. Any other additional authorized work on a task successfully completed and accepted basis.
- The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.
- E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."
- G. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

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- H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.
- K. The Consultant shall include a reasonable assumption for salary cost escalation beyond the current year.
- L. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- M. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

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

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

- N. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- O. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- P. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

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

- Q. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- R. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

**IX. INDEMNIFICATION - CITY WILL NOT ACCEPT ANY EXCEPTION TO THIS CLAUSE OF THE CONTRACT/AGREEMENT.**

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

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

**X. TERMINATION FOR CONVENIENCE OF THE CITY - CITY WILL NOT ACCEPT ANY EXCEPTION TO THIS CLAUSE OF THE CONTRACT/AGREEMENT.**

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

**XI. INDEPENDENT CONTRACTOR**

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

**XII. CONTRACT**

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

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

**XIII. GENERAL CONDITIONS**

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

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Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

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

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

**XIV. Other Requirements**

The following requirements are mandatory:

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



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applicable or other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Consultant and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, City, Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

- F. Cost Principles - Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Consultant shall complete and return LAPM Exhibit 10-F, "Certification of Consultant, Commissions, and Fees," to City, prior to starting work.
- H. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
- I. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate his/her registration number.
- J. Conflict of Interest
  - 1. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing

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City Construction project. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

2. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
3. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.
4. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project, prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
5. The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this agreement.
6. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing services on this Agreement shall have provided services on the design of any project within this contract.

**Attachments (incorporated by reference):**

Attachment "A"	Location Map
Attachment "B"	PSR-PSD – SR-60/Theodore Street Interchange Improvements (draft)
Attachment "C"	Traffic Engineering Performance Assessment (draft)
Attachment "D"	Storm Water Data Report – Short Form (draft)
Attachment "E"	Conceptual Cost Estimate – Right of Way Component (draft)
Attachment "F"	DES Scoping Checklist (draft)
Attachment "G"	Preliminary Environmental Analysis Report (draft)
Attachment "H"	City Comments
Attachment "I"	City Standard Consultant Agreement (no changes to this agreement will be allowed)
Attachment "J"	Disclosure of Lobbying Activities (Form LLL)
Attachment "K"	List of Subconsultants
Attachment "L"	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment "M"	Exhibit 10-O2 – Local Agency Proposer DBE Information

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**XV. SELECTION CRITERIA**

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

- A. The Firm's General Experience and Qualification Information (10 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.
- B. Experience of Key Personnel (30 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects shown in Criteria Number 1 above, length of service with the firm, and reference information preferably with municipal agencies.
- C. Project Approach/Understanding (60 points) – A project approach that reassures the City that the Consultant will deliver this project on time and within budget because they have an excellent grasp of the issues associated with this specific project and can obtain the necessary approvals. Discussion of major issues identified on the project and how Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline of quality control measures to ensure delivery of a quality product on time and within budget.

*W:\CapProj\CapProj\PROJECTS\Studies, Potential Future Projects\SR60 PSRs\Design Phase\Consultant -\RFP\RFP\SR60-Theodore Interchange RFP (updated 4-16-13).doc*

*Revised 4/16/13*



**Project Study Report-Project Development Support  
(PSR-PDS)  
For  
SR-60/Theodore Street Interchange Improvements  
To  
Request Approval of a Locally Funded  
Project to Proceed to Project Approval and  
Environmental Document Phase**

On Route SR-60 – Theodore Street Interchange  
Between Redlands Boulevard  
And Gilman Springs Road

APPROVAL RECOMMENDED:

*Margery Lazarus, P.E.  
CITY OF MORENO VALLEY  
Accepts Risks Identified in this PSR-PDS and  
Attached Risk Register*

APPROVAL RECOMMENDED:

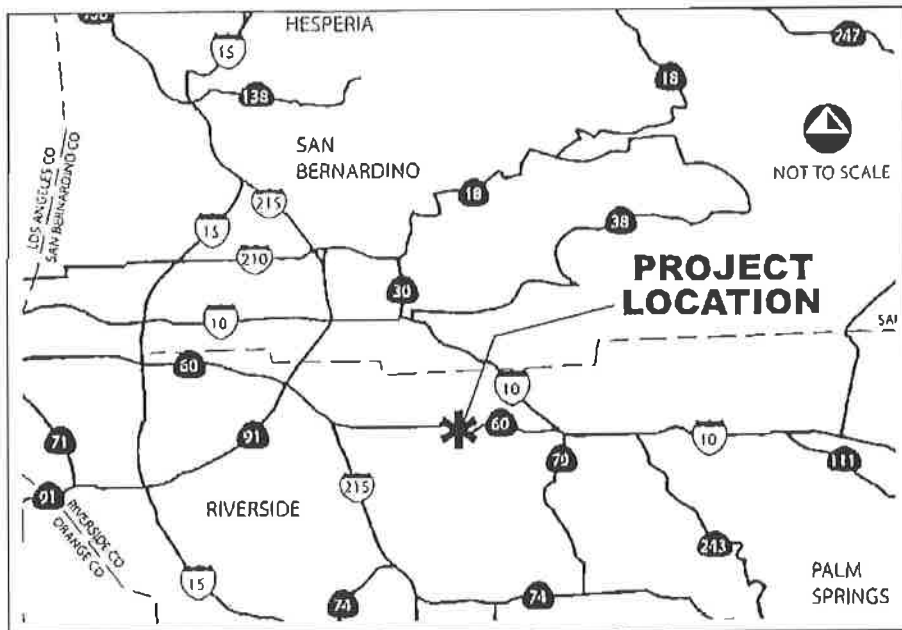
*Emad Makar, P.E.  
CALTRANS PROJECT MANAGER*

APPROVED:

*Basem Muallem, P.E.  
DISTRICT DIRECTOR*

DATE

### Vicinity Map



On Route SR-60 - Theodore Street Interchange  
Between Redlands Boulevard  
And Gilman Springs Road

This project study report-project development support has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

*Trisha Keith, P.E.*  
*REGISTERED CIVIL ENGINEER*

*DATE*



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## 1. INTRODUCTION

The Moreno Valley Freeway, State Route 60 (SR-60), is a major east-west transportation route within Riverside County and an integral part of the freeway network for the Southern California metropolitan area. In an effort to improve traffic flow along the freeway, the City of Moreno Valley (City), in cooperation with the California Department of Transportation (Caltrans) District 8 and the County of Riverside, is proposing to reconstruct the local interchange at SR-60 and Theodore Street. This PSR-PDS includes four alternatives, including a no build alternative. Each of the three build alternatives would reconfigure the interchange by replacing the Theodore Street overcrossing and all interchange ramps. The project will be locally-funded. Caltrans will be the lead agency for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

The SR-60/Theodore Street interchange is a major access point for existing and proposed logistics sites located in the eastern portion of the City. This area is projected to experience substantial growth for goods movement. Build out of the area, as well as increased shipping traffic through the area, will generate additional traffic on the freeway and at the interchange. Reconstruction of the interchange will address existing deficiencies and accommodate projected growth.

Below is a summary of the project information.

<b>Project Limits</b>	08-Riv-60 PM 20.0/PM 22.0		
<b>Number of Alternatives</b>	4 (One No Build, Three Build Alts)		
<b>Alternative</b>	Alternative 2	Alternative 3	Alternative 4
<b>Capital Outlay Support for PA&amp;ED</b>	TBD	TBD	TBD
<b>Capital Outlay Construction Cost Range</b>	\$38,800,000	\$31,500,000	\$37,800,000
<b>Capital Outlay Right-of-Way Cost Range</b>	\$5,300,000	\$5,500,000	\$5,500,000
<b>Funding Source</b>	Local Funds		
<b>Type of Facility</b>	Freeway Interchange		
<b>Number of Structures</b>	1		
<b>Anticipated Environmental Determination or Document</b>	IS/EA with MND/FONSI		
<b>Project Development Category</b>	4A		

The remaining support, right of way, and construction components of the project are preliminary estimates and are not suitable for programming purposes. The Project Report will serve as the programming document for the remaining support and capital components of the project. A project report will serve as approval of the "preferred" alternative.

Project environmental studies are anticipated to begin in early 2013, and the project approval/environmental document (PA/ED) phase is expected to be completed by October 2014. Construction is anticipated to begin January 2016, with a duration of two years.

## 2. BACKGROUND

SR-60 is an east-west transportation route within Los Angeles, San Bernardino, and Riverside Counties. It connects Moreno Valley with coastal cities and the greater Los Angeles area to the west, and the communities of Beaumont, Banning, the cities of the Coachella Valley, and beyond to the east (see Attachment A). Its westerly terminus is located at the East Los Angeles Interchange complex, where it intersects with Interstate 5 (I-5), Interstate 10 (I-10), and US Route 101 (US-101). Its easterly terminus is located at its junction with I-10 in the City of Beaumont.

SR-60 is functionally classified as an Urban Principal Arterial. The entire route is considered a Priority Global Gateway trade corridor for movement of international trade. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks.

The segment of SR-60 within the project limits is a four-lane freeway. It has two mixed flow lanes in each direction and an unpaved median. Based on Caltrans 2011 Traffic Data, the annual average daily traffic (AADT) volume to the east and west of the interchange is approximately 56,000 vehicles.

Theodore Street is north-south minor arterial in the City of Moreno Valley. To the north and south of the interchange, it is an undivided two-lane roadway without curbs or sidewalks.

The SR-60/Theodore Street interchange was designed and constructed in 1964. The existing interchange consists of the Theodore Street overcrossing with eastbound and westbound SR-60 entrance and exit ramps. The interchange shares characteristics with Type L-6 and Type L-7 two-quadrant cloverleaf interchanges. It is configured with hook ramps but, rather than terminating at parallel streets, the ramps terminate at Theodore Street. The existing ramp termini are stop-controlled.

In September of 2000, the City commissioned KFM Engineering, Inc. to prepare an interchange improvement study for five interchanges along SR-60: Nason Street, Redlands Boulevard, Gilman Springs Road, Moreno Beach Drive, and Theodore Street. The study proposed Theodore Street as a minor arterial north of SR-60 and a divided major arterial for the southerly portion. The proposed SR-60 / Theodore Street interchange configuration consisted of a modified partial cloverleaf.

Proposed development in the area includes the World Logistics Center, a plan for the development of up to 41.6 million square feet of modern high-cube logistics

warehouse distribution facilities on approximately 2,665 acres of land located immediately south of the SR-60 / Theodore Street interchange.

Existing nonstandard features within the project area include the following:

- The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways.
- On Theodore Street, sidewalks are not provided some sections of shoulder are nonstandard.
- Interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is one mile in urban areas and two miles in rural areas.
- Weaving length from the existing Gilman Springs Road on-ramp to the existing Theodore Street off-ramp is approximately 1,200 feet. Minimum weaving length is 2,000 feet in urban areas and 5,000 feet in rural areas.

#### Existing Structure

Theodore Street Overcrossing (PM 21.37, Bridge Number 56-0488) is a four-span precast concrete stringer structure. It is approximately 234 feet long, 38 feet wide, and spans four lanes of traffic on SR-60.

The City of Moreno Valley has identified the need for operational and capacity improvements at the SR-60/Theodore Street interchange. The City and Caltrans are members of the PDT and have been involved in the development of the purpose and need statement for the project.

Opportunities to incorporate Context Sensitive Solutions and Complete Streets concepts will be studied further in the PA/ED phase of the project.

### **3. PURPOSE AND NEED**

#### **Purpose:**

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

#### **Need:**

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The

intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour.

#### Capacity and Transportation Demand

Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. Existing and forecasted traffic volumes for 2012 and 2035 are shown in Section 4 of this report.

#### Social Demand and Economic Development

Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley. Major developments in the area, consisting of a mixture of residential, commercial, industrial, and office uses have been completed, are under construction, or are in the planning process. Build out of the area in accordance with the City of Moreno Valley General Plan will generate substantial traffic on the freeway and local streets leading to the interchange.

## 4. TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT

A traffic impact analysis (TIA) prepared by Parsons Brinkerhoff, Inc. for the proposed World Logistics Center (WLC) in the City of Moreno Valley (dated February 2013) provided existing and forecast traffic conditions in the project area which served as the basis for the Traffic Engineering Performance Assessment (TEPA) for this project. Detailed methodologies and analysis can be found in the TEPA. Key findings and recommendations are summarized herein.

Three scenarios were selected from the WLC TIA to be evaluated in the TEPA:

1. Existing – Existing baseline conditions (2012) without the WLC project (Scenario 1). This scenario best reflects current existing conditions for the proposed SR-60/Theodore Street Interchange improvements project.
2. Forecast Long-Range without WLC Project – Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project (Scenario 7). This scenario best reflects the long-term traffic condition without interchange improvements. It does not include the World Logistics Center project, but does include all other foreseeable build-out for that time.
3. Forecast Long-Range with WLC Project – Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project (Scenario 8). This scenario best reflects the

long-term traffic condition with interchange improvements, which are similar to proposed Alternative 2 for this project.

### Existing and Forecast Traffic Volumes

Table 1 shows the SR-60 and ramp segment peak hour volumes for the existing year (2012), forecast long-range (2035) without WLC project, and forecast long-range (2035) with WLC project.

**Table 1: Existing and Forecast Peak Hour Volumes  
SR-60 and Interchange Ramps Segments**

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	1,614	1,920	3,200	4,500	3,640	4,280
WB SR-60 from Redlands Blvd. to Theodore St.	1,193	1,498	4,010	3,530	4,290	3,780
EB SR-60 from Theodore St. to Gilman Springs Rd.	1,521	1,915	2,088	2,858	1,853	2,771
WB SR-60 from Theodore St. to Gilman Springs Rd.	1,183	1,393	2,657	2,217	2,483	1,967
EB SR-60 Off-Ramp to Theodore St.	207	434	270	150	860	420
EB SR-60 Loop On-Ramp from Theodore St.	70	71	150	1,350	50	340
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	260	1,420
WB SR-60 Off-Ramp to Theodore St.	24	26	640	380	730	430
WB SR-60 On-Ramp from Theodore St.	34	131	90	230	530	650

Note: (1) This ramp does not exist in the Existing and 2035 w/o WLC Project scenarios.

Table 2 shows the Theodore Street segment ADT volumes for the existing year (2012), forecast long-range (2035) without WLC project, and forecast long-range (2035) with WLC project.

**Table 2: Existing and Forecast ADT Volumes  
Theodore Street Segments**

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project

	ADT	V/C	ADT	V/C	ADT	V/C
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	650	0.06	9,653	0.85	14,617	0.65
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	2,018	0.18	8,699	0.77	34,518	0.68

### Segment Levels of Service

Tables 3 and 4 summarize the existing and forecast segment levels of service (LOS) for SR-60, interchange ramps, and Theodore Street. Table 3 shows that, by the year 2035, LOS F is anticipated for eastbound SR-60 from Redlands Boulevard to Theodore Street in the PM peak hour, with LOS E expected for the same segment of SR-60 in the westbound direction in the AM peak hour. LOS E is anticipated for eastbound SR-60 between Theodore Street and Gilman Springs Road in the PM peak hour. The eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour.

**Table 3: Existing and Forecast Segment Level of Service (LOS)  
SR-60 and Interchange Ramps Segments**

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	B	B	C	F	D	E
WB SR-60 from Redlands Blvd. to Theodore St.	A	B	E	D	E	E
EB SR-60 from Theodore St. to Gilman Springs Rd.	B	B	B	E	B	E
WB SR-60 from Theodore St. to Gilman Springs Rd.	A	A	D	C	C	C
EB SR-60 Off-Ramp to Theodore St.	B	B	D	F	C	C
EB SR-60 Loop On-Ramp from Theodore St.	B	B	C	F	D	E
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	C	F
WB SR-60 Off-Ramp to Theodore St.	B	B	F	C	C	C
WB SR-60 On-Ramp from Theodore St.	B	B	E	D	E	D

Note: (1) This ramp does not exist in the Existing scenario.

**Table 4: Existing and Forecast Segment Level of Service (LOS)  
Theodore Street Segments**

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project
	LOS <sup>(1)</sup>	LOS <sup>(1)</sup>	LOS <sup>(1)</sup>
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	A	C	A
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	A	B	B

Note: (1) LOS values for Theodore Street segments were determined based on the WLC TIA values for segment capacities and volumes and Table 11: Level of Service (LOS) Standards for Surface Streets in Moreno Valley.

**Intersection Levels of Service**

Table 5 shows that the intersections of Theodore Street at Ironwood Avenue, the SR-60 ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour by the year 2035, and the intersection of Theodore Street at SR-60 westbound ramps is forecast to operate at LOS F in the AM peak hour.



**Table 5: Existing and Forecast Intersection Delay / Level of Service (LOS)  
Summary**

Intersection	AM		PM	
	Delay (sec.)	LOS	Delay (sec.)	LOS
<b>Existing 2012</b>				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	9.7	A	9.8	A
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	9.0	A	9.6	A
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	9.2	A	9.4	A
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	9.2	A	9.8	A
<b>Forecast Long-Range w/o WLC Project</b>				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	22.9	C	992.4	F
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	62.2	F	173.7	F
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	13.5	B	999.9	F
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	10.5	B	68.9	F
<b>Forecast Long-Range with WLC Project</b> – includes interchange improvements similar to Alternative 2				
Theodore St. & Ironwood Ave. (Signalized)	6.6	A	7.5	A
Theodore St. & SR-60 WB ramps (Signalized)	14.4	B	20.1	C
Theodore St. & SR-60 EB ramps (Signalized)	2.2	A	34.1	C
Theodore St. & Eucalyptus Ave. (Signalized)	28.6	C	47.5	D

**Safety / Accident Data**

Traffic Accident Surveillance and Analysis System (TASAS) – Transportation System Network (TSN) data was provided by Caltrans District 8 and included accidents that occurred between July 1, 2008 and June 30, 2011 on SR-60, from PM 19.0 to 23.0, as well as the interchange ramps. A summary of the accident data provided in TASAS Table B is shown in Table 6 below:

**Table 6: TASAS-TSN Table B Accident Rates from 7/1/2008 to 6/30/2011**

Location	Number of Accidents			Accident Rates <sup>1</sup>					
				Actual			Average		
	Total	Fatal	Inj	Fatal	F+I	Total	Fatal	F+I	Total
<b>Eastbound</b>									
Mainline PM 19.0/23.0	70	1	31	0.008	0.27	0.59	0.006	0.23	0.69
Theodore Street Exit Ramp	3	1	0	1.661	1.66	4.98	0.003	0.35	1.01
Theodore Street Entrance Ramp	1	0	0	0.000	0.00	2.28	0.005	0.14	0.44
<b>Westbound</b>									
Mainline PM 19.0/23.0	78	0	30	0.000	0.25	0.66	0.006	0.23	0.69
Theodore Street Exit Ramp	0	0	0	0.000	0.00	0.00	0.007	0.34	1.04
Theodore Street Entrance Ramp	0	0	0	0.000	0.00	0.00	0.003	0.24	0.72

Note: 1. Accident rates are expressed as # of accidents/ Million vehicle miles for mainline, and # of accidents/Million vehicles for ramps.

The majority of accidents on the SR-60 mainline were sideswipes or incidents where vehicles struck objects, and the primary collision factors were mostly improper turns, speeding, or other violations. On the Theodore Street exit ramp, two of the accidents were attributed to speeding and one to improper turn movement. All three resulted in vehicles striking curb, dike, or guardrail. The accident on the eastbound Theodore Street entrance ramp resulted in a vehicle striking the guardrail along the ramp, and was attributed to improper turn movement.

The proposed interchange improvements would provide greater deceleration length and larger radius curves on the exit ramps, which would give drivers more opportunity to slow after leaving the mainline and negotiate turns. Proposed entrance ramps would be longer and have fewer tight curves, which should again improve drivers' ability to negotiate turns. As a result, accidents attributed to the existing hook ramp configurations should be minimized. On SR-60 mainline, auxiliary lanes will be considered between the Redlands Boulevard, Theodore Street, and Gilman Springs Road interchanges, which would improve weaving conditions between the ramp junctions.

### **Recommended Design Features**

The following features are recommended for consideration during design in PA/ED to improve operations and safety on SR-60 and Theodore Street, and at the interchange:

- Auxiliary lanes
- Acceleration/Deceleration lanes
- Pedestrian crossing systems
- Traffic signals
- Metal beam guard rails
- Lighting
- Clear zones
- Ramp metering and detection systems

### **Traffic Engineering Studies**

The traffic study prepared for the project during PA/ED will include the following analyses:

- Capacity
- Delay
- Queue
- Level of service
- Signal warrants
- Ramp merge/diverge
- Weave analysis
- Special truck studies
- Ramp metering analysis

### **Other Traffic Considerations and Coordination**

In addition to the traffic analyses listed above, traffic-related efforts during PA/ED should include the following:

- Electrical systems, including traffic signals, safety lighting, and overhead sign structures

- Coordination with Caltrans and the City regarding signal coordination and connection to the City TMC
- TMP data sheets
- Stage construction

## 5. DEFICIENCIES

Based on traffic projections, three of the four segments of SR-60 between Redlands Boulevard and Gilman Springs Road will experience declines in LOS to below concept LOS D by year 2035. In that same time, the eastbound ramps at Theodore Street are expected to operate at LOS F in the PM peak hour, and the westbound exit and entrance ramps at Theodore Street are expected to operate at LOS F and E, respectively, in the AM peak hour. Additionally, all four intersections within the project area are forecast to operate at LOS F in the PM peak hour by year 2035. The existing SR-60/Theodore Street interchange does not have adequate capacity to support the growth in traffic volumes anticipated by this forecast year due to future development.

Without this project, the operation and efficiency of the SR-60/Theodore Street interchange would continue to deteriorate over time, resulting in congestion, delays, and consequent decreased LOS at the interchange and adjacent intersections.

## 6. CORRIDOR AND SYSTEM COORDINATION

SR-60 is a STAA route on the National Network, a Priority Global Gateway trade corridor as part of the Global Gateways Development Program, and a Transportation Gateway of Major Statewide Significance per the Caltrans Interregional Transportation Strategic Plan (ITSP).

SR-60 is classified as a rural Principal Arterial in the project area per the District 8 Transportation Concept Report for SR-60, dated September 2012. The proposed project is located in Segment 6, between Redlands Boulevard and Gilman Springs Road. The recommended concept for this segment is six mixed flow lanes and no HOV.

The 2012 Regional Transportation Plan (RTP), titled “2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS): Towards a Sustainable Future”, adopted by Southern California Area Governments (SCAG) in April 2012 includes improvements to SR-60 and Theodore Street in the following projects:

- (1) Project ID# 3M0801 – Description: AT SR-60/THEODORE ST IC: WIDEN OC FROM 2 TO 6 THRU LANES; WIDEN WB EXIT/ENTRY RAMP FROM 1 LN TO 2 LNS AT EXIT/ENTRY, 3 LNS AT ART. W/ HOV AT ENTRY; WIDEN EB EXIT RAMP FROM 1 LN TO 2 LNS AT EXIT AND 3 LNS AT ART.; WIDEN EB ENTRY RAMP FROM 1 LN TO 2 LNS W/ HOV; ADD EB

LOOP ENTRY WITH 2 LNS AT ART. AND 1 LN AT ENTRY; ADD AUX LNS 1700' EACH DIR WEST OF IC & 1200' EB AND 2200' WB EAST OF IC

- (2) Project ID# 3A0807 - Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUX LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES
- (3) Project ID# 3A0806 - Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.

The July 2006 City of Moreno Valley General Plan Circulation Plan designates Theodore Street as a Divided Major Arterial, with six traffic lanes.

## 7. ALTERNATIVES

### Project Alternatives

Four alternatives were analyzed for the project: a no build alternative and three new interchange configurations. Each of the new interchange alternatives includes removal and reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 at the interchange will not be changed, however the Theodore Street overcrossing will be reconstructed to allow for future widening of the freeway to an ultimate section consisting of four mixed flow lanes and one HOV lane in each direction. Proposed ramps will be designed to be compatible with future freeway widening to minimize future reconstruction. Theodore Street will be widened to three lanes in each direction, with standard shoulders, a center median, and dedicated turn lanes where needed. See Attachment B-1 for the Project Area and Attachment C for Typical Sections. Additional details of each alternative are provided below:

Alternative 1 (No Build Alternative): Under this alternative, no reconstruction or improvements would be made to the existing SR-60 / Theodore Street interchange other than routine roadway maintenance and currently approved improvements. See Attachment B-2 for the No Build Alternative.

Alternative 2 (Modified Partial Cloverleaf - Mod Type L-7/L-8): This alternative avoids an existing residential development located in the northeast quadrant of the interchange. It would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new

westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-3 for the proposed interchange layout.

The divergence point of the proposed westbound loop exit ramp would be located west of the existing exit ramp divergence point, thereby increasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 2 will impact areas in the northwest, southwest, and southeast quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps in these locations.

Alternative 3 (Spread Diamond - Type L-2): This alternative would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane will be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-4 for the proposed interchange layout.

The divergence point of the proposed westbound exit ramp would be located east of the existing exit ramp divergence point, thereby decreasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 3 would impact areas in all four interchange quadrants. Additional right of way would be required to accommodate the proposed ramps. This alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond - Mod Type L-2/L-9): This alternative would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge, approximately 142 feet wide and 300 feet long. An auxiliary lane will be added in

both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B-5 for the proposed interchange layout.

Similar to Alternative 3, the divergence point of the proposed westbound exit ramp would be located east of the existing exit ramp divergence point, thereby decreasing the weave length between the westbound Gilman Springs Road entrance ramp and Theodore Street exit ramp.

Alternative 4 will impact areas in all quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps. This alternative would impact the existing residential development located in the northeast quadrant of the interchange.

The following technical reports are anticipated for Alternatives 2, 3, and 4 during the PA/ED phase of the project:

- Advanced Planning Study for the Theodore Street Overcrossing;
- Drainage Reports to address existing and proposed hydrology and hydraulic designs;
- Preliminary materials and geotechnical design reports;
- Life-Cycle Cost Analysis for pavement design;
- Storm Water Data Report (update to PA/ED level);
- Right of Way Data Sheets;
- Traffic analyses (see Section 4. Traffic Engineering Performance Assessment); and,
- Traffic Management Plan Data Sheets

### **Nonstandard Features**

The following nonstandard features have been identified in the proposed alternatives based on May 2012 Caltrans Highway Design Manual (HDM) standards. Further analysis will be performed in the PA/ED phase. Fact sheets for exceptions to design standards will be prepared to document nonstandard features prior to completion of the PA/ED phase of the project.

The segment of SR-60 between Redlands Boulevard and Gilman Springs Road is currently designated rural. The following design exception features are based on the rural designation. Development of adopted General Plan land uses in the area is expected to change the route's future designation from rural to urban.

### Mandatory Design Exception Features

- A. Design Exception Feature #1 (existing feature) – Interchange Spacing, HDM Index 501.3

Per HDM Index 501.3, minimum interchange spacing is one mile, or 5,280 feet, in urban areas and two miles, or 10,560 feet, in rural areas. The segment of SR-60 between Redlands Boulevard and Gilman Springs is currently considered rural, therefore the minimum spacing between interchanges should be two miles. The existing interchange spacing between Theodore Street and Redlands Boulevard is approximately 5,282 feet, which is nonstandard for rural conditions but standard for urban conditions. The existing interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet, which is nonstandard for both rural and urban conditions. The proposed alternatives will not alter the alignments of Theodore Street, Redlands Boulevard, or Gilman Springs Road, therefore the interchange spacing will remain unchanged.

B. Design Exception Feature #2 (existing and proposed feature) – Minimum Weave Length, HDM Index 504.7

The minimum weave length per HDM Index 504.7 is 2,000 feet in urban areas and 5,000 feet in rural areas. The section of SR-60 between Redlands Boulevard and Gilman Springs is currently considered rural, therefore the minimum weave length between ramps should be 5,000 feet. Under Alternative 1, the no build alternative, the existing weave lengths for all ramps would remain unchanged.

The existing weave length between the westbound Theodore Street on-ramp and Redlands Boulevard off-ramp is approximately 4,575 feet. Alternative 2 would reduce the weave length to approximately 2,196 feet. Alternatives 3 and 4 would reduce the weave length to approximately 2,502 feet. The proposed alternative weave lengths would be nonstandard for rural conditions but standard for urban conditions.

The existing weave length between the eastbound Redlands Boulevard on-ramp and Theodore Street off-ramp is approximately 4,542 feet. Alternatives 2, 3, and 4 would reduce the weave length to approximately 3,344 feet. The proposed alternative weave lengths would be nonstandard for rural conditions but standard for urban conditions.

The existing weave length between the eastbound Theodore Street on-ramp and Gilman Springs Road off-ramp is approximately 2,900 feet. Alternatives 2, 3, and 4 would reduce the weave length to approximately 1,273 feet. The proposed alternative weave lengths would be nonstandard for both rural and urban conditions.

The existing weave length between the westbound Gilman Springs Road on-ramp and Theodore Street off-ramp is approximately 1,200 feet. Alternative 2 would improve the weave length to approximately 1,700 feet. Alternatives 3 and 4 would reduce the weave length to approximately 500 feet. The proposed alternative weave lengths would be nonstandard for both rural and urban conditions.



Alternative	Design Standard from Highway Design Manual Tables 82.1A & 82.1B	Probability of Design Exception Approval (None, Low, Medium, High,)	Justification for Probability Rating
2, 3, 4	501.3 – Interchange Spacing (Redlands Blvd to Theodore St) - proposed 5,282 ft, - required 10,560 ft	High	Non-standard feature is an existing condition.
2, 3, 4	501.3 – Interchange Spacing (Theodore St to Gilman Springs Rd) - proposed 3,850 ft, - required 10,560 ft	High	Non-standard feature is an existing condition.
2	504.7- Minimum Weave Length (WB Theodore St to Redlands Blvd) - proposed 2,196 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
3, 4	504.7- Minimum Weave Length (WB Theodore St to Redlands Blvd) - proposed 2,502 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
2, 3, 4	504.7- Minimum Weave Length (EB Redlands Blvd to Theodore St) - proposed 3,344 ft, - required 5,000 ft	High	Non-standard feature will not be considered non-standard when route designation changes to urban.
2, 3, 4	504.7- Minimum Weave Length (EB Theodore St to Gilman Springs Rd) - proposed 1,273 ft, - required 5,000 ft	Medium	Additional weaving analysis needed to understand the impacts.
2	504.7- Minimum Weave Length (WB Gilman Springs Rd to Theodore St) - proposed 1,700 ft, - required 5,000 ft	Medium	Non-standard feature is an existing condition that is being improved upon.
3, 4	504.7- Minimum Weave Length (WB Gilman Springs Rd to Theodore St) - proposed 500 ft, - required 5,000 ft	Low	Additional weaving analysis needed to understand the impacts.

### Advisory Design Exception Features

#### A. Design Exception Feature #1 (existing and proposed feature) – Superelevation Transition, HDM Index 202.5(1)

The existing interchange ramps include nonstandard superelevation transition lengths. It is anticipated that nonstandard superelevation transitions will be necessary in restrictive conditions of the proposed alternatives, however the requirements for Superelevation Transition in Restrictive Situations, HDM Index 202.5(3) will be met.

Design Standards Risk Assessment			
Alternative	Design Standard from Highway Design Manual Tables 82.1A & 82.1B	Probability of Design Exception Approval (None, Low, Medium, High,)	Justification for Probability Rating
2, 3, 4	202.5(1) – Superelevation Transition	High	Requiring standard superelevation transitions would significantly impact adjacent properties.

### **Common Features for Alternatives**

#### Transportation Management Plan

Based on the initial examination of items related to the TMP Data Sheet, the impacts of the project to the freeway and ramps are estimated to be medium while the impacts to the local roads are estimated to be medium. TMP data sheets will be developed during the PA/ED phase in order to recommend methods of reducing construction and circulation impacts.

#### Construction Staging

It is anticipated that the project will be staged to minimize impacts to existing traffic. Construction of the overcrossings under Alternatives 2, 3 and 4 will be phased to allow Theodore Street to remain open during construction. A preliminary stage construction concept will be developed in PA/ED phase. Detailed staging plans and traffic handling plans will be developed in the final design phase.

#### Storm Water BMPs

A Storm Water Pollution Prevention Plan (SWPPP) will be prepared for this project to address construction BMPs. Consideration for permanent treatment BMPs will also be required. It is anticipated that post-project State right of way will provide adequate area for BMPs. This will be confirmed during the PA/ED and PS&E phases. Downstream receiving water bodies for the project are Canyon Lake and Lake Elsinore. Both are 303(d) listed facilities. The anticipated storm water project risk level is Level 1.

### Permits

It is anticipated that the following permits will be required for the project:

- National Pollutant Discharge Elimination System (NPDES) Permit (Notice of Construction for the Construction General Permit)
- Section 402 Clean Water Act Certification
- Section 7 Consultation with USFWS in the event Waters of the U.S. or Federally-listed species are affected
- State Right-of-Way Encroachment Permit
- City of Moreno Valley Encroachment Permit

### **8. RIGHT-OF-WAY**

Below is a summary of the right of way required for each project alternative. Attachment G provides the Conceptual Cost Estimate - Right of Way Component.

Alternative 1 (No Build): No parcels are required.

Alternative 2: The modified partial cloverleaf alternative will require approximately 25.1 acres of right of way over 9 parcels, all of which are currently vacant.

Alternatives 3 and 4: The spread diamond and modified spread diamond alternatives will require approximately 25.8 acres of right of way over 10 parcels, most of which are currently vacant, with the exception of an existing residential development located in the northeast quadrant of the interchange.

#### **Utilities:**

Based on initial utility information, the proposed project may impact the following utilities:

<u>Utility</u>	<u>Owner</u>
Cable	Time Warner Cable
Electrical	Moreno Valley Electric Utility Southern California Edison
Gas	Southern California Gas
Water	Eastern Municipal Water District Metropolitan Water District
Wireless	Verizon Wireless

Information provided by the Dig Alert web site was used to prepare this list. Coordination with the identified utility companies will be carried out during the PA/ED, PS&E, and construction phases. It is anticipated that all proposed build

alternatives will impact existing overhead electrical lines located along the west side of Theodore Street. An existing domestic water line located along the south side of SR-60 may also be impacted. The need for relocation of these lines will be confirmed during PA/ED.

**Railroad:**

There are no railroad facilities within the project limits.

**9. STAKEHOLDER INVOLVEMENT**

The draft environmental document prepared for this project will be publicly noticed and circulated as applicable. Specific outreach efforts will be undertaken to invite response to this proposed project from the adjoining properties within 500 yards of project site.

The City, the project sponsor, has regularly attended Project Development Team (PDT) meetings. The City has stated that to their knowledge there is no opposition to the proposed project.

**10. ENVIRONMENTAL DETERMINATION/DOCUMENTATION**

A Preliminary Environmental Analysis Report (PEAR) has been prepared for this project, and is attached herewith as Attachment E. At this time, it is anticipated that this project will be funded solely through local funds. However, with a possibility of securing federal funds during project development, the PEAR has been developed to comply with both CEQA and NEPA. Based on the preliminary evaluation conducted as part of the PEAR, the anticipated environmental document for this project is an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration (MND) under CEQA, and Finding of No Significant Impacts (FONSI) for NEPA.

Based on the technical summaries described in the PEAR, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to \$250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if

deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

The following is a list of the anticipated environmental technical studies.

- Visual Impact Assessment (VIA)
- Archaeological Survey Report (ASR)
- Historic Property Survey Report (HPSR)
- Storm Water Data Report (SWDR)
- Geotechnical Report
- Initial Site Assessment (ISA)
- Aerially Deposited Lead (ADL) Report
- Air Quality Assessment (AQA)
- Traffic Noise Analysis Protocol (TNAP) – based upon screening result
- Noise Abatement Decision Report (NADR) – based upon screening result
- Natural Environment Study (NES)
- Traffic Analysis
- Farmland Technical Memorandum – Alternatives 3 and 4
- Relocation Impact Statement – Alternatives 3 and 4
- Historic Resources Evaluation Report (HRER) – Alternatives 3 and 4

## 11. FUNDING

At this time, no federal or state funding has been identified for this project. The project will be funded through local funds.

### Capital Outlay Project Estimate

	Range of Estimate		STIP Funds		Fund Source "A"	
	Construction	Right-of-Way	Construction	Right-of-Way	Construction	Right-of-Way
Alternative 1	\$0	\$0	-	-	\$0	\$0
Alternative 2	\$38,800,000	\$5,300,000	-	-	\$38,800,000	\$5,300,000
Alternative 3	\$31,500,000	\$5,500,000	-	-	\$31,500,000	\$5,500,000
Alternative 4	\$37,800,000	\$5,500,000	-	-	\$37,800,000	\$5,500,000

The level of detail available to develop these capital outlay project estimates is only accurate to within the above ranges and is useful for long-range planning purposes only. The capital outlay project estimates should not be used to program or commit State-programmed capital outlay funds. The Project Report will serve as the appropriate document from which the remaining support and capital components of the project will be programmed.

Capital Outlay Support Estimate

Capital outlay support estimate for programming PA/ED in the 2013 STIP for this project: \$TBD.

**12. SCHEDULE**

Project Milestones		Scheduled Delivery Date (Month/Year)
PROGRAM PROJECT	M015	3/2013
BEGIN ENVIRONMENTAL	M020	3/2013
CIRCULATE DPR & DED EXTERNALLY	M120	3/2014
PA & ED	M200	10/2014

The anticipated funding fiscal year for construction is 2015/16.

**13. RISKS**

The Project Risk Management Team has identified 7 potential risks, all threats: right of way acquisition delays, non-standard slopes, lack of project funding, delay of Locally Preferred Alternative, utility relocation difficulties, Aesthetic Plan, and Traffic Study scope. While probability and impact varies with each one, these risks require close attention throughout the project. These risks should be monitored and updated at least once during the PA/ED phase and quarterly during the construction phase. See Attachment H for the Risk Register.

**14. FHWA COORDINATION**

This project is considered to be an Assigned Project in accordance with the current Federal Highway Administration (FHWA) and Department of Transportation (Caltrans) Joint Stewardship and Oversight Agreement.

**15. PROJECT CONTACTS**

- Margery Lazarus.....(951) 413-3133  
Senior Engineer  
City of Moreno Valley
  
- Emad Makar .....(909) 383-4978  
Project Manager  
Caltrans District 8
  
- Diane Morales.....(909) 383-4625  
Task Manager/PID Program Manager  
Division of Planning, Caltrans District 8

Matthew Maestas .....(909) 383-4825  
 Project Manager, PID Oversight  
 Division of Planning and Local Assistance, Caltrans District 8

Tim Haile .....(909) 974-4922  
 Consultant Project Manager  
 RBF Consulting

Trisha Keith .....(949) 855-7049  
 Consultant Project Engineer  
 RBF Consulting

Alan Ashimine .....(949) 855-5710  
 Environmental Studies  
 RBF Consulting

**16. PROJECT REVIEWS**

Field Review _____	Date _____
District Maintenance _____	Date _____
District Traffic Safety Engineer _____	Date _____
District Safety Review _____	Date _____
HQ Design Coordinator _____	Date _____
Project Manager _____	Date _____

**ATTACHMENTS (Number of Pages)**

- Attachment A – Regional Vicinity Map (1)
- Attachment B – Project Area and Alternatives Plans (5)
- Attachment C – Typical Cross Sections (1)
- Attachment D – Cost Estimates (18)
- Attachment E – Preliminary Environmental Analysis Report (PEAR) (15)
- Attachment F – Transportation Planning Scoping Information Sheet (8)
- Attachment G – Conceptual Cost Estimate – Right-of-Way Component (2)
- Attachment H – Risk Register (1)

**Regional Vicinity Map**

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Attachment A



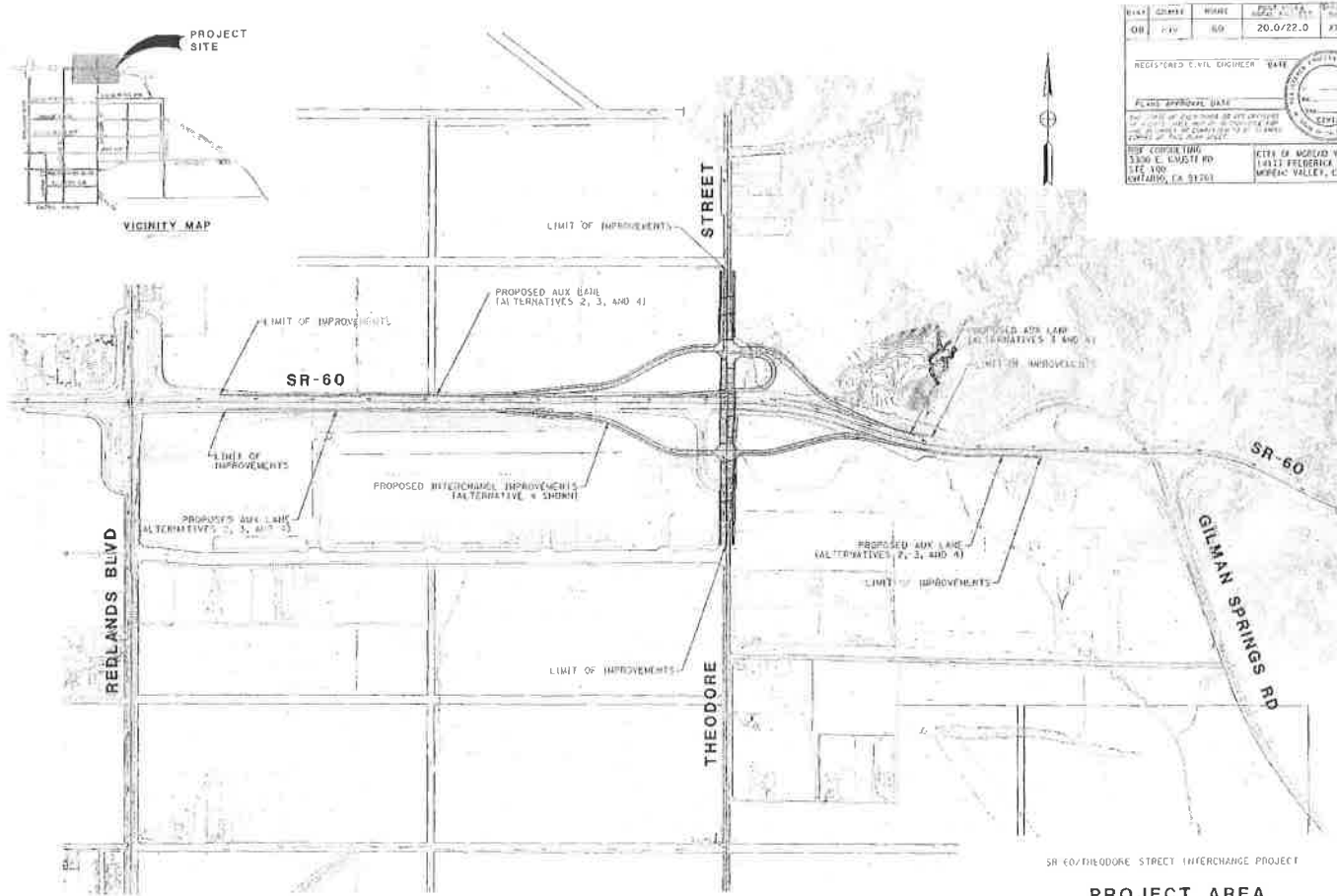


Project Area and Alternatives Plans

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Attachment B

62-11-0013-0004  
 DESIGNED BY: [blank]  
 CHECKED BY: [blank]  
 DATE: [blank]  
 PROJECT NO: [blank]  
 SHEET NO: [blank]  
 TOTAL SHEETS: [blank]



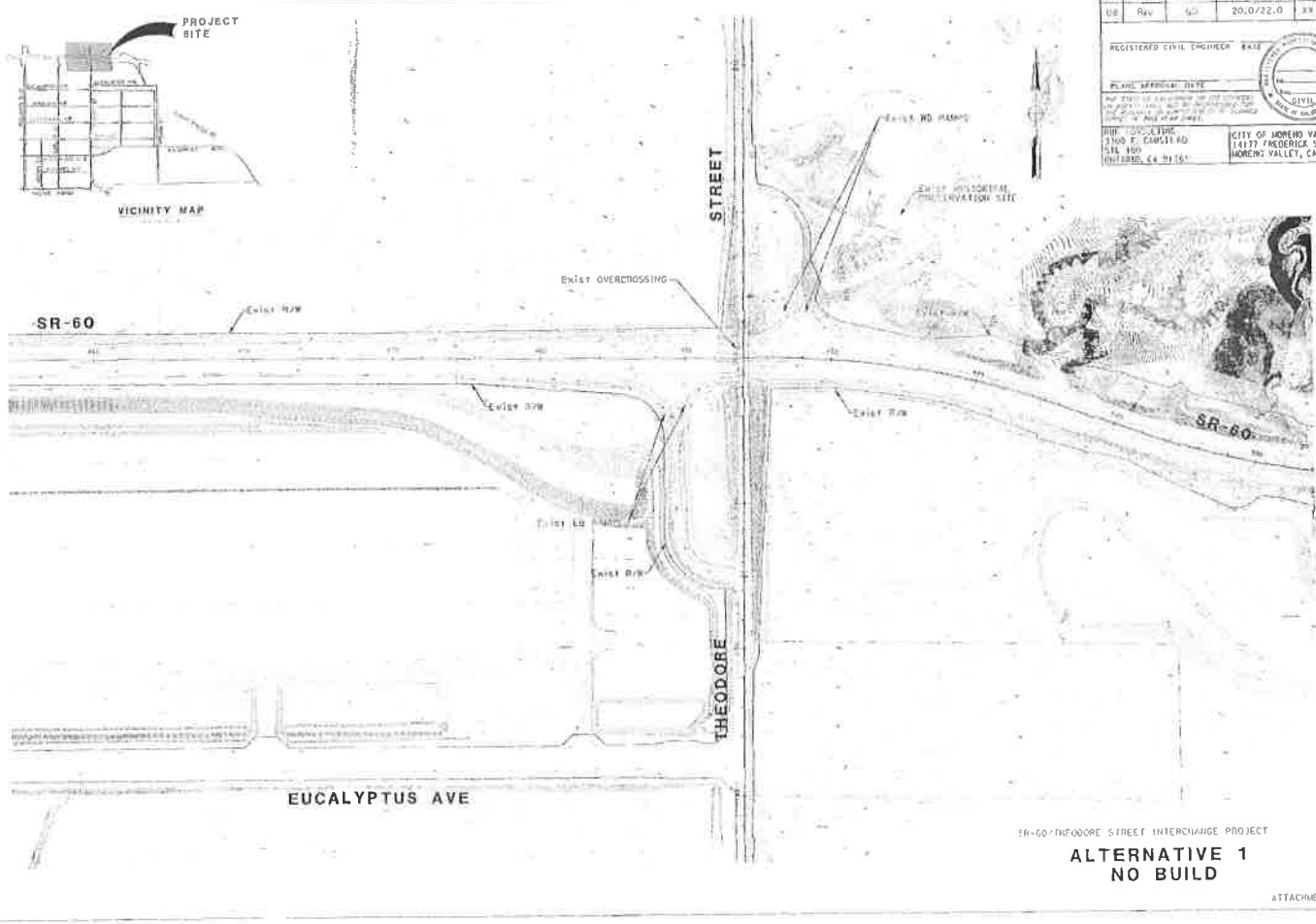
DATE	CLASS	REVISION	BY	DATE	BY	DATE
08	REV	60		20.0/22.0	JR	XX

REGISTERED CIVIL ENGINEER STATE OF CALIFORNIA  
 LICENSE NO. 42291  
 PROJECT APPROVAL DATE: [blank]  
 THE ENGINEER HAS REVIEWED AND APPROVED THE DESIGN AND CONSTRUCTION OF THIS PROJECT.  
 THE ENGINEER'S OFFICE: 3300 E. GARDEN RD., STE. 100, OAKLAND, CA 94601  
 CITY OF MORENO VALLEY, 1411 FERRERIA STREET, MORENO VALLEY, CA 92552

SR 60/THEODORE STREET INTERCHANGE PROJECT  
**PROJECT AREA**

ATTACHMENT B-1

DATE: 08/11/2013  
 TIME: 10:00 AM  
 PROJECT: SR-60 THEODORE STREET INTERCHANGE PROJECT  
 SHEET: 01 OF 01  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 CALTRANS



DATE	ISSUED	FILE NO.	SHEET NO.	TOTAL SHEETS
08/11/13	08/11/13	20.0/22.0	01	22

REGISTERED CIVIL ENGINEER

PLANS APPROVED DATE

PROJECT LOCATION

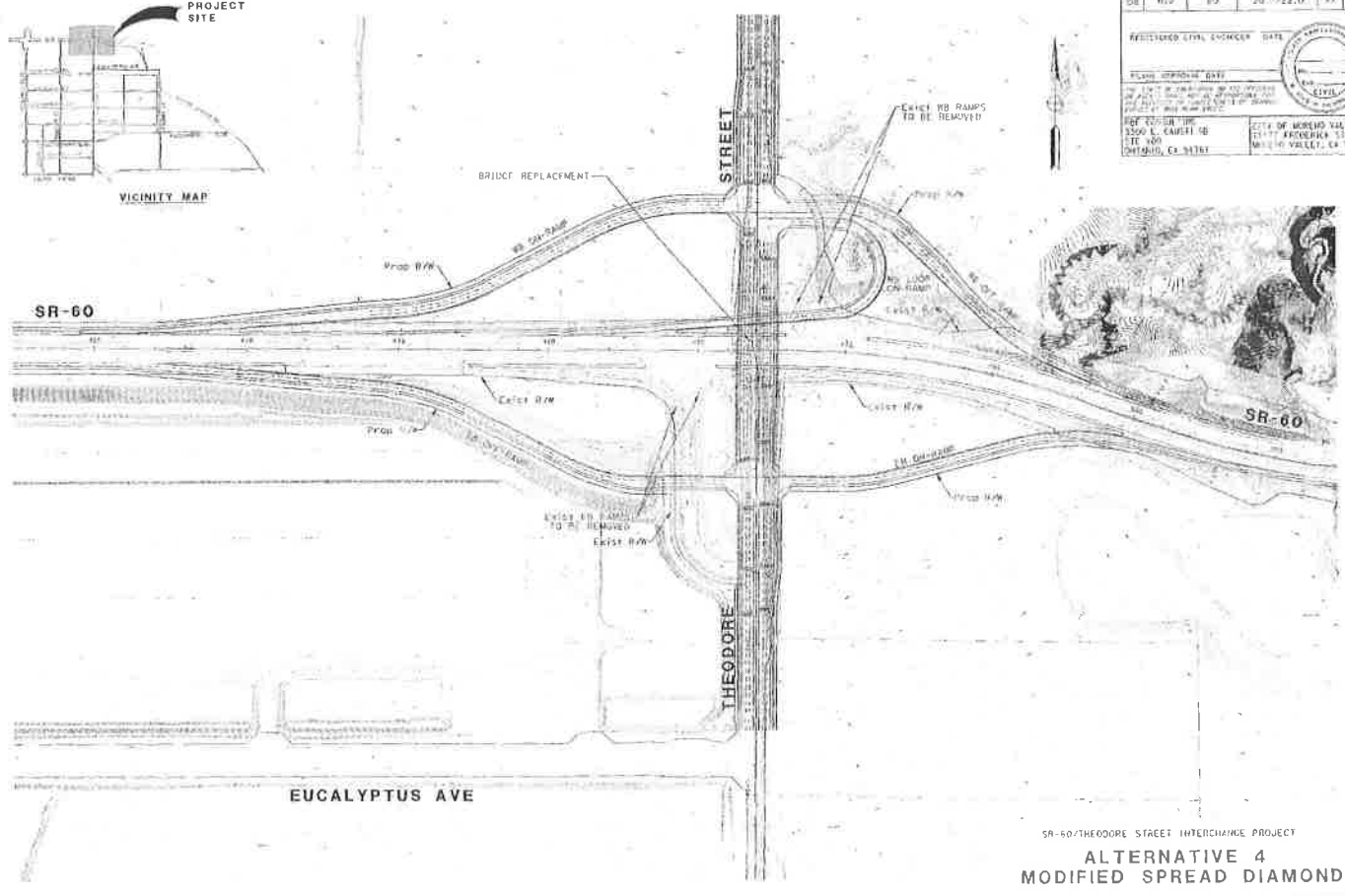
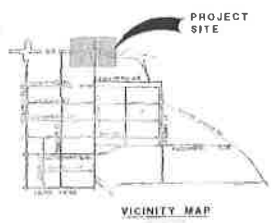
CITY OF MORENO VALLEY

SR-60/THEODORE STREET INTERCHANGE PROJECT  
**ALTERNATIVE 1**  
**NO BUILD**  
 ATTACHMENT B-2





DATE: 10/13/2011  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: SR-60/THEODORE STREET INTERCHANGE PROJECT  
 SHEET: 1 OF 1  
 SCALE: AS SHOWN  
 CITY OF MORENO VALLEY  
 3500 E. CAHILL RD  
 STE 100  
 MORENO VALLEY, CA 92553



NO.	DATE	BY	DESCRIPTION
01	10/13/2011	[Name]	ISSUED FOR PERMIT

REGISTERED CIVIL ENGINEER	DATE
[Signature]	10/13/2011

PROJECT LOCATION	CITY OF MORENO VALLEY
3500 E. CAHILL RD	3717 BROOKHURST STREET
STE 100	MORENO VALLEY, CA 92553
COUNTY OF SAN BERNARDINO	

SR-60/THEODORE STREET INTERCHANGE PROJECT  
**ALTERNATIVE 4**  
**MODIFIED SPREAD DIAMOND**  
 A TACHMENT B-5

**Typical Cross Sections**

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Attachment C





Cost Estimates

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Attachment D

**PRELIMINARY  
PROJECT COST ESTIMATE SUMMARY**

Type of Estimate    PSR-PDS

Dist - CO - RTE

08-Riv-60

PM    20.0/22.0

EA    0M590

Program Code    2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits:    In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane In both directions between Redlands Blvd and Theodore Street and EB between Theodore Street and Gilman Spring Road.  
Reconstruct right shoulders on SR-60, both directions through interchange.  
Construct a Modified Partial Cloverleaf interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 2: Modified Partial Cloverleaf

<b>ROADWAY ITEMS</b>	<u>\$27,800,000</u>
<b>STRUCTURE ITEMS</b>	<u>\$11,000,000</u>
<b>SUBTOTAL CONSTRUCTION</b>	<u>\$38,800,000</u>
<b>RIGHT OF WAY</b>	<u>\$5,300,000</u>
<b>TOTAL PROJECT COST</b>	<u>\$44,100,000</u>

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

**I. ROADWAY ITEMS**

	Quantity	Unit	Unit Price	Unit Cost
<b><u>Section 1 Earthwork</u></b>				
Grading	150,000	CY	\$5.00	\$750,000
Fine Grading	850,700	SF	\$1.00	\$850,700
Clearing & Grubbing	54	AC	\$5,000.00	\$270,000
Develop Water Supply	1	LS	\$60,000.00	\$60,000
			<b>Total Earthwork</b>	<u>\$1,930,700</u>
<b><u>Section 2 Structural Section</u></b>				
Construct Freeway Pavement	562,900	SF	\$10.00	\$5,629,000
Construct Arterial Pavement	262,800	SF	\$5.00	\$1,314,000
Construct Curb & Gutter	5,000	LF	\$15.00	\$75,000
Construct Median Curb	5,000	LF	\$10.00	\$50,000
Construct PCC Sidewalk	25,000	SF	\$3.00	\$75,000
Construct Access Ramps	8	EA	\$5,000.00	\$40,000
Remove Pavement	327,200	SF	\$1.00	\$327,000
			<b>Total Structural Section</b>	<u>\$7,510,000</u>
<b><u>Section 3 Drainage</u></b>				
Large Drainage Facilities	~	~	~	\$0
Storm Drains	~	~	~	\$0
Pumping Plants	~	~	~	\$0
Project Drainage (X-Drains, overside, etc.)	1	LS	\$3,600,000	\$3,600,000
			<b>Total Drainage</b>	<u>\$3,600,000</u>

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

	Quantity	Unit	Unit Price	Unit Cost
<b><u>Section 4: Specialty Items</u></b>				
Specialty Items	1	LS	\$3,000,000	\$3,000,000
			<b>Total Specialty Items</b>	<u>\$3,000,000</u>

<b><u>Section 5 Traffic Items</u></b>				
Lighting (Ramp)	22	EA	\$5,000	\$110,000
Traffic Signals	2	EA	\$250,000	\$500,000
Permanent Signing/Striping	~	LS	~	\$300,000
Bridge Mounted Overhead Signs	1	EA	\$40,000	\$40,000
Overhead Sign Structures	2	EA	\$60,000	\$120,000
Traffic Control Systems	~	LS	~	\$500,000
Traffic Management Plan	~	LS	~	\$750,000
Ramp Metering System	3	EA	\$100,000	\$300,000
			<b>Total Traffic Items</b>	<u>\$2,620,000</u>

**SUBTOTAL SECTIONS 1-5** \$18,661,000

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

**Section 6 Minor Items**

	<b>Unit Cost</b>	
Subtotal Sections 1-5 <u>\$18,661,000</u> x (10%)	<u>\$1,866,100</u>	
<b>TOTAL MINOR ITEMS</b>		<u>\$1,866,100</u>

**Section 7 Roadway Mobilization**

Subtotal Sections 1-5 <u>\$18,661,000</u>		
Minor Items <u>\$1,866,100</u>		
SUM <u>\$20,527,100</u> x (10%)		<u>\$2,053,000</u>
<b>TOTAL ROADWAY MOBILIZATION</b>		<u>\$2,053,000</u>

**Section 8 Roadway Additions**

Supplemental

Subtotal Sections 1-5 <u>\$18,661,000</u>		
Minor Items <u>\$1,866,100</u>		
SUM <u>\$20,527,100</u> x (5%)		<u>\$1,026,000</u>

Contingencies

Subtotal Sections 1-5 <u>\$18,661,000</u>		
Minor Items <u>\$1,866,100</u>		
SUM <u>\$20,527,100</u> x (20%)		<u>4,105,000</u>

**TOTAL ROADWAY ADDITIONS** 5,131,000

**TOTAL ROADWAY ITEMS** 27,711,000

(Total Sections 1-8)

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

**II. STRUCTURE ITEMS**

Bridge Name	<u>Theodore Street</u>	<u>                    </u>
	<u>OC</u>	<u>                    </u>
	<u>                    </u>	<u>                    </u>
Structure Type	<u>                    </u>	<u>                    </u>
	<u>                    </u>	<u>                    </u>
Width (ft) (out to out)	<u>144</u>	<u>                    </u>
Span (ft)	<u>316</u>	<u>                    </u>
Area (sq ft)	<u>45,504</u>	<u>                    </u>
Footing Type (pile/spread)	<u>Pile</u>	<u>                    </u>
Cost Per Sq. Ft. (incl. 10% mobilization and 25% contingency)	<u>\$230.00</u>	<u>                    </u>
Subtotal Structure	<u>\$10,465,920</u>	<u>                    </u>
Demolition (incl. 10% mobilization and 25% contingency)	<u>\$500,000</u>	<u>                    </u>
Total Cost for Structure	<u>\$10,965,920</u>	<u>                    </u>
	<b>SUBTOTAL STRUCTURES ITEMS</b>	<u>\$10,965,920</u>
Railroad Related Costs		<u>\$0</u>
	<b>TOTAL STRUCTURES ITEMS</b>	<u>\$10,965,920</u>

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-RIV-60  
 PM 20.0/22.0  
 EA 0M590  
 Program Code 2010400911

III. RIGHT OF WAY

	Current Values		Escalation Rates %		Escalated Values*
Acquisition, including excess lands and damages to remainder (s)	\$4,150,000		3		\$4,275,000
Utility Relocations	~	~	~	~	\$1,000,000
Clearance / Demolition	~	~	~	~	~
RAP	~	~	~	~	~
Title and Escrow Fees	~	~	~	~	~
				TOTAL RIGHT OF WAY	<u>\$5,275,000</u>

CONSTRUCTION CONTRACT WORK \$0

\*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013



**PRELIMINARY  
PROJECT COST ESTIMATE SUMMARY**

Type of Estimate PSR-PDS

Dist - CO - RTE

08-Riv-60

PM 20.0/22.0

EA 0M590

Program Code 2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits: In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane in both directions between Redlands Blvd and Theodore Street and EB between Theodore Street and Gilman Spring Road.  
Reconstruct right shoulders on SR-60, both directions through interchange.  
Construct a Spread Diamond interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 3: Spread Diamond

ROADWAY ITEMS	\$22,800,000
STRUCTURE ITEMS	\$8,700,000
SUBTOTAL CONSTRUCTION	\$31,500,000
RIGHT OF WAY	\$5,500,000
TOTAL PROJECT COST	\$37,000,000

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

**I. ROADWAY ITEMS**

	Quantity	Unit	Unit Price	Unit Cost
<b><u>Section 1 Earthwork</u></b>				
Grading	150,000	CY	\$5.00	\$750,000
Fine Grading	561,700	SF	\$1.00	\$561,700
Clearing & Grubbing	54	AC	\$5,000.00	\$270,000
Develop Water Supply	1	LS	\$60,000.00	\$60,000
			<b>Total Earthwork</b>	<b>\$1,641,700</b>
<b><u>Section 2 Structural Section</u></b>				
Construct Freeway Pavement	266,300	SF	\$10.00	\$2,663,000
Construct Arterial Pavement	270,400	SF	\$5.00	\$1,352,000
Construct Curb & Gutter	5,000	LF	\$15.00	\$75,000
Construct Median Curb	5,000	LF	\$10.00	\$50,000
Construct PCC Sidewalk	25,000	SF	\$3.00	\$75,000
Construct Access Ramps	8	EA	\$5,000.00	\$40,000
Remove Pavement	338,100	SF	\$1.00	\$338,000
			<b>Total Structural Section</b>	<b>\$4,593,000</b>
<b><u>Section 3 Drainage</u></b>				
Large Drainage Facilites	~	~	~	\$0
Storm Drains	~	~	~	\$0
Pumping Plants	~	~	~	\$0
Project Drainage (X-Drains, overside, etc.)	1	LS	\$3,600,000	\$3,600,000
			<b>Total Drainage</b>	<b>\$3,600,000</b>

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

	Quantity	Unit	Unit Price	Unit Cost
<b><u>Section 4: Specialty Items</u></b>				
Specialty Items	1	LS	\$3,000,000	\$3,000,000
			<b>Total Specialty Items</b>	<u>\$3,000,000</u>
 <b><u>Section 5 Traffic Items</u></b>				
Lighting (Ramp)	16	LS	\$5,000	\$80,000
Traffic Signals	2	LS	\$250,000	\$500,000
Permanent Signing/Striping	~	LS	~	\$300,000
Bridge Mounted Overhead Signs	1	LS	\$40,000	\$40,000
Overhead Sign Structures	2	LS	\$60,000	\$120,000
Traffic Control Systems	~	LS	~	\$500,000
Traffic Management Plan	~	LS	~	\$750,000
Ramp Metering System	2	LS	\$100,000	\$200,000
			<b>Total Traffic Items</b>	<u>\$2,490,000</u>
			<b>SUBTOTAL SECTIONS 1-5</b>	<u>\$15,325,000</u>

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

**Section 6 Minor Items**

	<b>Unit Cost</b>	
Subtotal Sections 1-5	\$15,325,000	x (10%)
	\$1,532,500	
<b>TOTAL MINOR ITEMS</b>		<b>\$1,532,500</b>

**Section 7 Roadway Mobilization**

Subtotal Sections 1-5	\$15,325,000	
Minor Items	\$1,532,500	
SUM	\$16,857,500	x (10%)
	\$1,686,000	
<b>TOTAL ROADWAY MOBILIZATION</b>		<b>\$1,686,000</b>

**Section 8 Roadway Additions**

Supplemental

Subtotal Sections 1-5	\$15,325,000	
Minor Items	\$1,532,500	
SUM	\$16,857,500	x (5%)
	\$843,000	

Contingencies

Subtotal Sections 1-5	\$15,325,000	
Minor Items	\$1,532,500	
SUM	\$16,857,500	x (20%)
	3,372,000	

**TOTAL ROADWAY ADDITIONS** 4,215,000

**TOTAL ROADWAY ITEMS** 22,759,000

(Total Sections 1-8)

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

**II. STRUCTURE ITEMS**

Bridge Name	<u>Theodore Street</u>	<u>                    </u>
	<u>OC</u>	<u>                    </u>
	<u>                    </u>	<u>                    </u>
Structure Type	<u>                    </u>	<u>                    </u>
	<u>                    </u>	<u>                    </u>
Width (ft) (out to out)	<u>137</u>	<u>                    </u>
Span (ft)	<u>260</u>	<u>                    </u>
Area (sq ft)	<u>35,620</u>	<u>                    </u>
Footing Type (pile/spread)	<u>Pile</u>	<u>                    </u>
Cost Per Sq. Ft. (incl. 10% mobilization and 25% contingency)	<u>\$230.00</u>	<u>                    </u>
Subtotal Structure	<u>\$8,192,600</u>	<u>                    </u>
Demolition (incl. 10% mobilization and 25% contingency)	<u>\$500,000</u>	<u>                    </u>
Total Cost for Structure	<u>\$8,692,600</u>	<u>                    </u>
	<b>SUBTOTAL STRUCTURES ITEMS</b>	<u>\$8,692,600</u>
Railroad Related Costs		<u>\$0</u>
	<b>TOTAL STRUCTURES ITEMS</b>	<u>\$8,692,600</u>

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-R/v-60  
 PM 20.0/22.0  
 EA 0M590  
 Program Code 2010400911

III. RIGHT OF WAY

	Current Values		Escalation Rates %		Escalated Values*
Acquisition, including excess lands and damages to remainder (s)	\$4,291,000		3		\$4,420,000
Utility Relocations	~	~	~	~	\$1,000,000
Clearance / Demolition	~	~	~	~	~
RAP	~	~	~	~	~
Title and Escrow Fees	~	~	~	~	~
				TOTAL RIGHT OF WAY	<u>\$5,420,000</u>

CONSTRUCTION CONTRACT WORK \$0

\*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013

**PRELIMINARY  
PROJECT COST ESTIMATE SUMMARY**

Type of Estimate    PSR-PDS

Dist - CO - RTE

08-Riv-60

PM    20.0/22.0

EA    0M590

Program Code 2010400911

Project Description: Improve SR-60 Interchange at Theodore Street

Limits: In Riverside County at Route 60, Theodore Street.

Proposed Improvements (Scope): Add 1 Aux lane in both directions between Redlands Blvd and Theodore Street and between Theodore Street and Gilman Spring Road.  
Reconstruct right shoulders on SR-60, both directions through interchange.  
Construct a Modified Spread Diamond interchange at SR-60/Theodore Street with new entrance and exit ramps.

Alternative 4: Modified Spread Diamond

ROADWAY ITEMS	\$27,600,000
STRUCTURE ITEMS	\$10,200,000
SUBTOTAL CONSTRUCTION	\$37,800,000
RIGHT OF WAY	\$5,500,000
TOTAL PROJECT COST	\$43,300,000

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

**I. ROADWAY ITEMS**

	Quantity	Unit	Unit Price	Unit Cost
<b><u>Section 1 Earthwork</u></b>				
Grading	150,000	CY	\$5.00	\$750,000
Fine Grading	844,000	SF	\$1.00	\$844,000
Clearing & Grubbing	54	AC	\$5,000.00	\$270,000
Develop Water Supply	1	LS	\$60,000.00	\$60,000
			<b>Total Earthwork</b>	<u>\$1,924,000</u>
<b><u>Section 2 Structural Section</u></b>				
Construct Freeway Pavement	558,600	SF	\$10.00	\$5,586,000
Construct Arterial Pavement	260,400	SF	\$5.00	\$1,302,000
Construct Curb & Gutter	5,000	LF	\$15.00	\$75,000
Construct Median Curb	5,000	LF	\$10.00	\$50,000
Construct PCC Sidewalk	25,000	SF	\$3.00	\$75,000
Construct Access Ramps	8	EA	\$5,000.00	\$40,000
Remove Pavement	338,100	SF	\$1.00	\$338,000
			<b>Total Structural Section</b>	<u>\$7,466,000</u>
<b><u>Section 3 Drainage</u></b>				
Large Drainage Facilites	~	~	~	\$0
Storm Drains	~	~	~	\$0
Pumping Plants	~	~	~	\$0
Project Drainage (X-Drains, overside, etc.)	1	LS	\$3,600,000	\$3,600,000
			<b>Total Drainage</b>	<u>\$3,600,000</u>



**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-80  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

	Quantity	Unit	Unit Price	Unit Cost
<b><u>Section 4: Specialty Items</u></b>				
Specialty Items	1	LS	\$3,000,000	\$3,000,000
			<b>Total Specialty Items</b>	<u>\$3,000,000</u>
<b><u>Section 5 Traffic Items</u></b>				
Lighting (Ramp)	16	LS	\$5,000	\$80,000
Traffic Signals	2	LS	\$250,000	\$500,000
Permanent Signing/Striping	~	LS	~	\$300,000
Bridge Mounted Overhead Signs	1	LS	\$40,000	\$40,000
Overhead Sign Structures	2	LS	\$60,000	\$120,000
Traffic Control Systems	~	LS	~	\$500,000
Traffic Management Plan	~	LS	~	\$750,000
Ramp Metering System	3	LS	\$100,000	\$300,000
			<b>Total Traffic Items</b>	<u>\$2,590,000</u>
			<b>SUBTOTAL SECTIONS 1-5</b>	<u>\$18,580,000</u>

**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

**Section 6 Minor Items**

Subtotal Sections 1-5	<u>\$18,580,000</u>	x (10%)	<u>\$1,858,000</u>
			<b>TOTAL MINOR ITEMS</b>
			<u>\$1,858,000</u>

**Section 7 Roadway Mobilization**

Subtotal Sections 1-5	<u>\$18,580,000</u>		
Minor Items	<u>\$1,858,000</u>		
SUM	<u>\$20,438,000</u>	x (10%)	<u>\$2,044,000</u>
			<b>TOTAL ROADWAY MOBILIZATION</b>
			<u>\$2,044,000</u>

**Section 8 Roadway Additions**

Supplemental

Subtotal Sections 1-5	<u>\$18,580,000</u>		
Minor Items	<u>\$1,858,000</u>		
SUM	<u>\$20,438,000</u>	x (5%)	<u>\$1,022,000</u>

Contingencies

Subtotal Sections 1-5	<u>\$18,580,000</u>		
Minor Items	<u>\$1,858,000</u>		
SUM	<u>\$20,438,000</u>	x (20%)	<u>4,088,000</u>

**TOTAL ROADWAY ADDITIONS** 5,110,000

**TOTAL ROADWAY ITEMS** 27,592,000

(Total Sections 1-8)



**PRELIMINARY  
PROJECT COST ESTIMATE**

DIST - CO - RTE  
08-Riv-60  
PM 20.0/22.0  
EA 0M590  
Program Code 2010400911

III. RIGHT OF WAY

	Current Values	Escalation Rates %	Escalated Values*
Acquisition, including excess lands and damages to remainder (s)	\$4,291,000	3	\$4,420,000
Utility Relocations	~	~	\$1,000,000
Clearance / Demolition	~	~	~
RAP	~	~	~
Title and Escrow Fees	~	~	~
			<b>TOTAL RIGHT OF WAY <u>\$5,420,000</u></b>

CONSTRUCTION CONTRACT WORK \$0

\*Escalated to assumed year of advertising of 2016

Estimate Prepared By RBF Consulting Phone # (949) 472-3505

Date 2/4/2013

**Preliminary Environmental Analysis Report (PEAR)**

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Attachment E



## PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

### 1. Project Information

District 08	County RIV	Route 60	PM 20.0/22.0	EA 0M590
Project Title: State Route 60/Theodore Street Interchange				
Project Manager Emad Makar, P.E.			Phone # 909/383-4561	
Project Engineer RBF Consulting – Trisha Keith, P.E.			Phone # 949/855-7049	
Environmental Office Chief/Manager David Bricker			Phone # 909/388-7725	
PEAR Preparer RBF Consulting – Alan Ashimine			Phone # 949/855-5710	

### 2. Project Description

#### Purpose and Need

The purpose of the proposed project is to reconstruct and improve the interchange at State Route 60 (SR-60) and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements would reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies on SR-60 and Theodore Street due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour. Traffic within the project area is expected to result in inadequate capacity at the existing interchange due to the following:

- Capacity and Transportation Demand: Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. See Section 4 of the PSR/PDS for additional information.
- Social Demand and Economic Development: Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley.

Major developments in the area, consisting of a mixture of residential, commercial, industrial, and office uses have been completed, are under construction, or are in the planning process. The build out of the area in accordance with the *City of Moreno Valley General Plan* will generate substantial traffic on the freeway and local streets leading to the interchange.

### **Description of work**

A total of four alternatives are being considered as part of the project, consisting of the No Build Alternative (Alternative 1) and three Build Alternatives. The three Build Alternatives are as follows: Alternative 2 - Modified Partial Cloverleaf; Alternative 3 - Spread Diamond; and Alternative 4 - Modified Spread Diamond. The alternatives are discussed in detail below.

### **Alternatives**

#### **Alternative 1 - No Build Alternative**

The No Build Alternative would not result in changes to the existing interchange. Existing conditions would remain. This Alternative does not meet the proposed project's purpose and need.

### **Build Alternatives**

#### Alternative 2 - Modified Partial Cloverleaf (Mod Type L-7/L-8)

Alternative 2 would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. Refer to Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 2 would impact areas in the northwest, southwest, and southeast quadrants of the interchange. Right-of-way (ROW) acquisition would be required to accommodate proposed ramps in these locations.

#### Alternative 3 (Spread Diamond - Type L-2)

Alternative 3 would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps

in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the Project Study Report/Project Development Support (PSR/PDS) for the proposed interchange layout.

Alternative 3 would impact areas in all four interchange quadrants. ROW acquisition would be required to accommodate the proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond – Mod Type L-2/L-9)

Alternative 4 would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants, respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 4 would impact areas in all quadrants of the interchange. ROW acquisition would be required to accommodate proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.



**3. Anticipated Environmental Approval**

CEQA		NEPA	
<b>Environmental Determination</b>			
Statutory Exemption	<input type="checkbox"/>		<input type="checkbox"/>
Categorical Exemption	<input type="checkbox"/>	Categorical Exclusion	<input type="checkbox"/>
<b>Environmental Document</b>			
Initial Study or Focused Initial Study with proposed Negative Declaration (ND) or Mitigated ND	<input checked="" type="checkbox"/>	Routine Environmental Assessment with proposed Finding of No Significant Impact	<input checked="" type="checkbox"/>
		Complex Environmental Assessment with proposed Finding of No Significant Impact	<input type="checkbox"/>
Environmental Impact Report	<input type="checkbox"/>	Environmental Impact Statement	<input type="checkbox"/>
CEQA Lead Agency (if determined):	Caltrans		
Estimated length of time (months) to obtain environmental approval:	15-18 Months		
Estimated person hours to complete identified tasks:	700		

The anticipated environmental document for the proposed project is an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under the National Environmental Policy Act (NEPA).

**4. Special Environmental Considerations**

The preliminary impact area associated with the Build Alternatives is reviewed within this document. In general, special considerations include any special processes and/or seasonal constraints that may affect project delivery and require unusual, exceptional, or extended environmental processes.

For the SR-60/Theodore Street Interchange, special environmental considerations may include the need for formal agency consultation (i.e., Section 7 or Section 106 Consultations) and/or the need for construction monitoring for biological and cultural resources. Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). If any of these activities are deemed necessary, there is a potential that the environmental process may be extended. The requirement for these potential permits, approvals, and consultations would be determined as part of project-specific field investigations and technical analyses to be performed during the PA/ED phase.

### **5. Anticipated Environmental Commitments**

The following is a list of possible avoidance, minimization, and/or mitigation measures that could be required for the purposes of this proposed project, under all Build Alternatives.

1. If human remains are encountered during construction, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), who will determine and notify the Most Likely Descendant (MLD). The MLD may inspect the site of the discovery with the permission of the land owner, or his/her authorized representative. The MLD shall complete the inspection within 48 hours of being granted access to the site.
2. If historic or archaeological resource materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.
3. If any paleontological resources are encountered during construction activities, all ground disturbing activities shall stop until the services of a qualified paleontologist can be retained to identify and evaluate the resources and, if necessary, recommend mitigation measures to document and preserve the resources.
4. If ground disturbing activities are scheduled to commence during the raptor breeding season (February 1 through August 31), pre-construction raptor surveys shall be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around any active raptor nests (up to 250 feet, depending on the nest location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents.
5. If unknown wastes or suspect materials are discovered during construction by the contractor, which he/she believes may involve hazardous waste/materials, the contractor shall:
  - a. Immediately stop work in the vicinity of the suspected contaminant, removing
  - b. workers and the public from the area;
  - c. Notify the project engineer of the implementing agency;
  - d. Secure the areas as directed by the project engineer; and
  - e. Notify the implementing agency's Hazardous Waste/Materials Coordinator.

6. During construction, Underground Service Alert (USA) services shall be used to identify the location of all public utilities and avoid unplanned disruptions.
7. In compliance with Executive Order (EO) 13112, Invasive Species, and subsequent guidance from the Federal Highway Administration, the landscaping and erosion control included in the project will not use species listed as noxious weeds. In areas of particular sensitivity, extra precautions will be taken if invasive species are found in, or adjacent to, the construction areas. These include the inspection and clearing of construction equipment and eradication strategies to be implemented should an invasion occur.
8. Where landscaping is proposed, the project shall install landscaping that is compatible with the existing landscaping. All selected plant species within the roadway right-of-way shall share similar water requirements. The new landscaping concept and plant palette shall be determined and approved by Caltrans District Landscape Architect.

The environmental commitments cited above are considered standard construction provisions. Additional commitments will be required and would be determined as part of the PA/ED phase. Detailed cost estimates are premature and speculative at this time as one or more of these commitments may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to \$250,000.<sup>1</sup>

## 6. Permits and Approvals

The following table identifies the anticipated permits and approvals required for the proposed project. These permits and approvals are subject to change based upon project-specific field investigations and technical analyses to be performed during the PA/ED phase.

Permit/Approval	Agency	Notes
Section 7 Consultation	U.S. Fish and Wildlife Service	Required in the event Waters of the U.S. or Federally-listed species are affected.
National Pollutant Discharge Elimination System (NPDES) Notice of Construction (NOC)	Santa Ana RWQCB	Required for compliance with the Caltrans Construction General Permit
Section 402 Clean Water Act NPDES	Santa Ana RWQCB	Required for compliance with the Caltrans Statewide NPDES Storm Water Permit and General NPDES Permit
Storm Water Pollution Prevention Plan (SWPPP)	Santa Ana RWQCB	The SWPPP addresses water pollution controls during construction under NPDES requirements
Encroachment Permit	Caltrans District 8	Required for field surveys and construction activities.
Encroachment Permit	City of Moreno Valley	Required for field surveys and construction activities.

<sup>1</sup> Cost is approximate/preliminary and subject to change based upon the significance of resources encountered and additional commitments required by affected resource agencies.

## 7. Level of Effort: Risks and Assumptions

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

## 8. PEAR Technical Summaries

8.1 **Land Use:** The proposed project site is located primarily within the City of Moreno Valley, while the northeastern quadrant is located in the City's Sphere of Influence (within unincorporated Riverside County). Based on the City's *General Plan Land Use Map*, the following designations apply to the project:

- Northeast Quadrant: Residential, Maximum 1 Dwelling Unit/Acre ("R1");
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Commercial ("C") and Business Park/Light Industrial ("BP"); and
- Southeast Quadrant: Business Park/Light Industrial ("BP").

Based on the City's Zoning Map, the following zoning applies to the project:

- Northeast Quadrant: Sphere of Influence;
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Community Commercial ("CC"); and
- Southeast Quadrant: Industrial/Business Park ("BP").

Land use compatibility and consistency with the City's and County's General Plans and Zoning Codes will be evaluated in the IS. A separate technical study is not required.

8.2 **Growth:** The proposed project is meant to improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving vehicle, pedestrian, and bicycle safety. No residences or businesses would be introduced as a result of this proposed project; therefore, a direct increase in population is not anticipated. The proposed project would accommodate projected growth within the vicinity, particularly in regards to goods movement due to buildout of planned industrial/logistics facilities south of SR-60.

The proposed project is not considered to be growth inducing. A separate technical study is not required.

- 8.3 **Farmlands/Timberlands:** Based on the City's *General Plan* and *Zoning Code*, there are no farmland land use or zoning designations within the proposed project study limits or within the immediate project vicinity. No timberlands are identified within or adjacent to the proposed project.

However, according to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. Build Alternatives 3 and 4 would result in impacts to this quadrant. As such, a Farmland Technical Memorandum and conversion analysis would be required for Alternatives 3 and 4.

- 8.4 **Community Impacts:** The proposed project area can be characterized as rural in nature. The only development existing within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast. Due to the limited development in the project area and the existence of roadway facilities (SR-60 and Theodore Street), the project would not divide an existing community.

Build Alternatives 3 and 4 would result in impacts to the existing single-family residence within the northeast quadrant of the project site, and may result in a full acquisition of the property. In the event a full acquisition of the parcel occurs, a Relocation Impact Statement (RIS) would be required.

- 8.5 **Visual/Aesthetics:** The project is not on, or adjacent to, an officially-designated state scenic highway, according to the Caltrans California Scenic Highway Mapping System. SR-243 is the nearest officially-designated scenic highway, which is located approximately 15 miles east of the project site. Visual resources are often subjective in nature and therefore analysis is completed per the Federal Highway Administration Visual Impact Assessment for Highway Project Guidelines. This screening is done pursuant to the Caltrans SER, discusses the project area, and provides mitigation if necessary. Due to the nature of proposed improvements at the interchange and an increase in elevation of the proposed bridge, a Visual Impact Assessment (VIA) will be prepared for the project.

- 8.6 **Cultural Resources:** Based on analysis provided within the *Highland Fairview Corporate Park EIR* (Michael Brandman Associates, 2008), no known cultural resources were found to exist in the project vicinity. However, a literature/records search performed as part of the EIR indicated that 14 cultural resource sites were determined to occur within one mile of the project site. As such, there is a potential for impacts to buried archaeological resources during the construction process. A Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) will be required. In addition, Alternatives 3 and 4 would result in impacts to an

existing single-family residential property, and the residential structure may be affected. Based on preliminary analysis to be conducted regarding the age and attributes of the residence, a Historical Resources Evaluation Report (HRER) may also be required.

- 8.7 **Hydrology and Floodplain:** According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), the project site is located outside the 100-year flood plain (Zone X). The IS will discuss hydrological conditions within the project area and drainage facilities that would be included as part of the project. A separate technical study is not required.
- 8.8 **Water Quality and Storm Water Runoff:** The proposed project is within the jurisdiction of the Santa Ana RWQCB. All major reconstruction and new construction for transportation projects must conform to Caltrans' existing Statewide National Pollutant Discharge Elimination System NPDES Permit CAS000003 and to the existing General NPDES Permit for Construction Activities No. CAS000002. These permits regulate storm water and non-storm water discharges associated with year-round construction activities.

Coverage under the SWRCB General Permit will be required since the proposed project has a soil disturbance area greater than one acre. The SWPPP shall incorporate control measures for soil stabilization, sediment control, wind erosion control, waste management, and disposal control practices. Caltrans' Statewide Storm Water Management Plan requires project development personnel to assess the need for storm water Best Management Practices (BMPs) and incorporate these BMPs as appropriate during the initial planning and design phases for all Caltrans projects.

A Storm Water Data Report (SWDR) is required and shall document all requirements per the NPDES permits during and/or after construction. The signature page of the SWDR will be included as part of an engineering report, anticipated to be a Project Report (PR), during PA/ED phase.

- 8.9 **Geology, Soils, Seismic and Topography:** The project site is located within a seismically active area, in proximity to several fault zones (San Andreas, San Jacinto, and Elsinore). Thus, the proposed project may be subject to ground shaking due to seismic events. Although geotechnical research performed as part of the *Highland Fairview Corporate Park EIR* found no evidence of ground fissuring or other unstable soil conditions was evident in the project area, a Preliminary Geotechnical Report will be prepared during the PA/ED phase. The results of the Preliminary Geotechnical Report will be summarized within the IS.
- 8.10 **Paleontology:** The proposed project would require grading and excavation, with deeper excavations required for construction associated with the Theodore Street bridge. It is anticipated that all work would be completed in disturbed areas or areas already containing fill from the construction of the roadways; therefore, the

probability of encountering paleontological resources is considered low. However, based on the *Highland Fairview Corporate Park EIR*, geologic units within the project area have a moderate paleontological sensitivity since the site rests upon older Pleistocene and San Timoteo Formations. Therefore, there is the potential to encounter buried paleontological resources. A separate study is not required; however, provisions for on-site monitoring if resources are encountered during construction activities should be included on construction plans.

**8.11 Hazardous Waste/Materials:** Based on an analysis of hazardous materials conducted as part of the *Highland Fairview Corporate Park EIR*, seven hazardous materials sites were documented to exist within one mile of the project site. However, no Recognized Environmental Conditions (RECs) were determined to exist in the project area. Although no known hazards affect the site, SR-60 was constructed during a time when leaded gasoline was used in motor vehicles; therefore, soils within the proposed project limits should be tested for Aerially Deposited Lead (ADL) in order to determine if any soils are contaminated from vehicular use. Moreover, the build alternatives may require ROW acquisition that would necessitate an investigation of hazardous conditions. A Phase I Initial Site Assessment (ISA) will be prepared for this project, which will include a hazardous materials database search, outlining any hazardous material listings within or in close proximity to the proposed project area.

**8.12 Air Quality:** The proposed project is located within the South Coast Air Basin (SCAB), which is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAB is in attainment status for most of the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS); however the SCAB is in nonattainment for the following pollutants (Federal standards):

- Ozone;
- Particulate matter 10 microns in diameter or less (PM<sub>10</sub>); and
- Particulate matter 2.5 microns in diameter or less (PM<sub>2.5</sub>).

An Air Quality Assessment will be required to determine the project's potential impacts to sensitive receptors for both short-term construction and long-term operations.

**8.13 Noise and Vibration:** Caltrans and the Federal Highway Administration (FHWA) have refined the approach that determines the level of noise analysis necessary for a project. Section 4 (Noise Impact Screening Procedure Checklist) of the Caltrans Technical Noise Supplement (TeNS) involves answering five questions related to the project area and existing noise levels. This Checklist has been designed to eliminate unnecessary Traffic Noise Analysis Protocol (TNAP) and Noise Abatement Decision Report (NADR) analyses. If the project passes the screening procedure, then a detailed impact analysis is not required. If the project does not pass the screening procedure, then a TNAP/NADR Analysis is required.

The proposed project would improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving efficiency. Currently, the closest residence is located approximately 180 feet to the northeast of the interchange. Additional residences are located along Redlands Boulevard, in the vicinity of the proposed auxiliary lane. It is assumed for the purposes of this PEAR that a TNAP/NADR Analysis will be required based on the surrounding sensitive receptors. The final determination will be dependent on the screening process discussed above.

#### **8.14 Energy and Climate Change:**

The proposed project would relieve congestion and improve travel efficiency through the SR-60/Theodore Street interchange area. Energy consumption would potentially be reduced upon project completion due to improved traffic circulation. Construction energy consumption would be temporary in nature and all construction equipment would be required to operate per the equipment manuals. In addition, air quality requirements pertaining to construction equipment (i.e., construction equipment would not operate for longer than eight cumulative hours, equipment would be shut down when not in use for extended periods of time), would also help to reduce energy consumption from construction equipment. A separate energy technical study will not be required.

It is generally agreed that individual transportation projects, by themselves, do not yield sufficient greenhouse gas (GHG) emissions to have a significant impact on global climate change, but an individual project may make an incremental contribution to cumulative climate change impacts, along with all other global sources of GHG. An Air Quality Assessment will be required for the proposed project and will include a quantitative analysis of GHGs. This quantitative analysis will use the California Air Resources Board's (CARB's) EMFAC model to compare relative carbon dioxide (CO<sub>2</sub>) emissions for all alternatives.

**8.15 Biological Environment:** Based on previous biological resources analysis performed within the project area as part of the *Highland Fairview Corporate Park EIR*, several sensitive species are known to occur in the vicinity. These species include Stephen's kangaroo rat and the burrowing owl. Portions of the proposed project site may also provide habitat for ground-, tree-, and shrub-nesting birds which are protected by the Migratory Bird Treaty Act (MBTA). Thus, the preparation of a Natural Environment Study (NES) will be required, in addition to the potential for focused surveys. In the event impacts to special status, consultation and/or permits from the U.S. Fish and Wildlife Service (USFWS) and/or CDFW may be required.

Based in an initial analysis of site conditions, jurisdictional drainages do not appear to be present on the project site. However, a formal analysis of jurisdictional features would be performed as part of the NES. In the event impacts to



jurisdictional features occur, regulatory permits may be required through the ACOE, RWQCB, and CDFW.

**8.16 Cumulative Impacts:** All cumulative impacts will be addressed within the IS. All cumulative impacts will also be addressed within the individual resource technical studies identified in Sections 8.1 through 8.15, above.

**8.17 Context Sensitive Solutions:** Context Sensitive Solutions (CSS) is defined as “innovative and inclusive approaches that integrate and balance community, aesthetic, historic, and environmental values with transportation safety, maintenance and performance goals”. As part of this proposed project, there are anticipated to be a series of public workshops and/or potential interviews with stakeholders and property owners. In addition, a public workshop is anticipated to be held during the public circulation of the environmental document.

## **9. Summary Statement for PSR or PSR-PDS**

Based on the technical summaries described above, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to \$250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

## **10. Disclaimer**

This Preliminary Environmental Analysis Report (PEAR) provides information to support programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the PSR/PDS. The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

**11. List of Preparers**

Biologist Wesley Salter	Date: 1/29/13
Noise and Vibration specialist Achilles Malisos	Date: 1/30/13
Air Quality specialist Achilles Malisos	Date: 1/30/13
Hazardous Waste/Materials specialist Kristen Bogue	Date: 1/30/13
Visual/Aesthetics specialist Eddie Torres	Date: 1/30/13
Energy and Climate Change specialist Achilles Malisos	Date: 1/30/13
PEAR Preparer (Name and Title) Alan Ashimine	Date: 2/4/13

**12. Review and Approval**

I confirm that environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.

\_\_\_\_\_  
Environmental Branch Chief Date: \_\_\_\_\_

\_\_\_\_\_  
Project Manager Date: \_\_\_\_\_

**REQUIRED ATTACHMENTS:**

Attachment A: PEAR Environmental Studies Checklist

## Attachment A: PEAR Environmental Studies Checklist

Rev. 11/08

Environmental Studies for PA&ED Checklist							
	Not anticipated	Memo to file	Report required	Risk*			Comments
				L	M	H	
Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Growth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Farmlands/Timberlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	L			Tech Memo
Community Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Community Character and Cohesion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Relocations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M			RIS
Environmental Justice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Utilities/Emergency Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Visual/Aesthetics	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			VIA
Cultural Resources:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Archaeological Survey Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			
Historic Resources Evaluation Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M			
Historic Property Survey Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			
Historic Resource Compliance Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Section 106 / PRC 5024 & 5024.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Native American Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			HPSR/ASR
Finding of Effect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Data Recovery Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Memorandum of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Hydrology and Floodplain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Water Quality and Stormwater Runoff	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			SWDR
Geology, Soils, Seismic and Topography	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			
Paleontology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			In ED
PER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
PMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Hazardous Waste/Materials:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
ISA (Additional)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			
PSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			
Noise and Vibration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	L			Screening
Energy and Climate Change	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			In ED
Biological Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Natural Environment Study	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			
Section 7:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M			
Formal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Informal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
No effect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Section 10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
USFWS Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
NMFS Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Species of Concern (CNPS, USFS, BLM, S, F)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			

Environmental Studies for PA&ED Checklist							
	Not anticipated	Memo to file	Report required	Risk <sup>a</sup>			Comments
				L	M	H	
Wetlands & Other Waters/Delineation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>M</b>			NES
404(b)(1) Alternatives Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
Invasive Species	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			In ED
Wild & Scenic River Consistency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
Coastal Management Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
HMMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
DFG Consistency Determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
2081	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
Cumulative Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			In ED
Context Sensitive Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
Section 4(f) Evaluation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
<b>Permits:</b>							
401 Certification Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
404 Permit Coordination, IP, NWP, or LOP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
1602 Agreement Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
Local Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
State Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
NPDES Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>L</b>			
US Coast Guard (Section 10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
TRPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			
BCDC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>L</b>			

**Transportation Planning Scoping Information Sheet**

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Attachment F

## Transportation Planning Scoping Information Sheet

### PROJECT INFORMATION

District	County	Route	Post Miles	Project ID No/ Expenditure Authorization No.
8	Riv	60	20.0/22.0	Project ID#0800000000 EA 0M590

**Project Name and Description :**

SR-60 / Theodore St Interchange Improvements – Interchange improvements including widening of Theodore Street, removal and reconstruction of the Theodore Street overcrossing and all ramps.

**Prepared by:**

District Information Sheet Point of Contact*:	Name: Trisha Keith	Functional Unit:	Consultant
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\* The District Information Sheet Point of Contact is responsible for completing Project Information, PDT Team and Stakeholder Information, and coordinating the completion of project-related information with the Transportation Planning Stakeholders. Upon completion, provides the Transportation Planning PDT Representative and Project Manager with a copy of the Information Sheet.

**Project Development Team (PDT) Information**

Title	Name	Phone Number
Caltrans Project Manager	Emad Makar	(909) 383-4978
Caltrans PID Program Manager	Diane Morales	(909) 383-4625
Caltrans Transportation Planning PDT Representative**	Matthew Maestas	(909)383-4825
City Senior Engineer	Margery Lazarus	(951) 413-3133
Consultant Project Manager	Tim Haile	(909) 974-4922
Consultant Project Engineer	Trisha Keith	(949) 855-7049
Consultant Environmental	Alan Ashimine	(949) 855-5710

**Transportation Planning Stakeholder Information**

Title	Name	Phone Number
Regional Planner		
System Planner		
Local Development- Intergovernmental Review (LD-IGR) Planner		
Community Planner		
Goods Movement Planner		
Transit Planner		
Bicycle and Pedestrian Coordinator		
Park and Ride Coordinator		
Native American Liaison		
Other:		

**Project Purpose and Need\*\* --**

**Purpose:**

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

**Need:**

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour.

\*\* The Transportation Planning PDT Representative is responsible for providing the PDT with the system-wide and corridor level deficiencies identified by Transportation Planning. The PDT uses the information provided by Transportation Planning to develop the purpose and need with contributions from other Caltrans functional units and external stakeholders at the initiation of the PID and is refined throughout the PID process. As the project moves past the project initiation stage and more data becomes available, the purpose and need is refined. For additional information on purpose and need see: [www.dot.ca.gov/hq/env/emo/purpose\\_need.htm](http://www.dot.ca.gov/hq/env/emo/purpose_need.htm)

**1. Project Funding:**

a	List all known and potential funding sources and percent splits: (ie. State Transportation Improvement Program (STIP)/State Highway Operations and Protection Program (SHOPP)/Transportation Enhancement (TE)/Environmental Enhancement and Mitigation (EEM)/Safe Routes to School (SR2S)/etc.). <b>Local funding 100%</b>
b	Is this a measure project? Yes /No <input checked="" type="checkbox"/> . If yes, name and describe the measure.

**2. Regional Planning:**

a	Name of and contact information for Metropolitan Planning Organization (MPO) or Regional Transportation Planning Agency (RTPA). <b>MPO and RTPA – Southern California Association of Governments (SCAG). (213) 236-1800</b>
b	Name of and contact information for local jurisdiction (City or County) <b>City of Moreno Valley Margery Lazarus 951-413-3133</b>
c	Provide the page number and project description as identified in the Regional Transportation Plan (RTP) and the date of adoption, or provide an explanation if not in RTP. <b>SCAG RTP (2012 Final) Adopted 4/4/12, - Pg 262. Project ID #3M0801 Description: AT SR-60/THEODORE ST IC: WIDEN OC FROM 2 TO 6 THROUGH LANES; WIDEN WB EXIT/ENTRY RAMP FROM 1 LANE TO 2 LANES AT EXIT/ENTRY, 3 LANES AT ARTERIAL WITH HOV AT ENTRY; WIDEN EB EXIT RAMP FROM 1 LANE TO 2 LANES AT EXIT AND 3 LANES AT ARTERIAL; WIDEN EB ENTRY RAMP FROM 1 LANE TO 2 LANES WITH HOV; ADD EB LOOP ENTRY WITH 2 LANES AT ARTERIAL AND 1 LANE AT ENTRY; ADD AUXILIARY LANES 1700' EACH DIRECTION WEST OF IC &amp; 1200' EB AND 2200' WB EAST OF IC - Pg 305. Project ID #3A0807 Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUXILIARY LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING</b>

	<p><b>MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.</b></p> <p>- Pg 305. Project ID #3A0806</p> <p><b>Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.</b></p>
d	<p>Provide nexus between the RTP objectives and the project to establish the basis for the project purpose and need.</p> <p><b>Ramps will be consistent with/allow for RTP-planned improvements. Bridge replacement will provide clearance for RTP – planned widening of SR-60.</b></p>
e	<p>Is the project located in an area susceptible to sea-level rise?</p> <p><b>No</b></p>
f	<p>Name of Air Quality Management District (AQMD)</p> <p><b>South Coast AQMD</b></p>
g	<p>If the project is located in a federal non-attainment or attainment-maintenance area is the project:</p> <ul style="list-style-type: none"> <li>• Regionally Significant? (per 40 (Code of Federal Regulations (CFR) 93.101) Y <b>X</b>/N</li> <li>• Exempt from conformity? (per 40 CFR 93.126 and 93.128) Y /N <b>X</b></li> <li>• Exempt from regional analysis? (per 40 CFR 93.127) Y /N <b>X</b></li> <li>• Not exempt from conformity (must meet all requirements)? Y <b>X</b>/N</li> </ul>

**3. Native American Consultation and Coordination:**

a	<p>If project is within or near an Indian Reservation or Rancheria? If so, provide the name of Tribe.</p> <p><b>Per the 2012 Transportation Concept Report for SR-60 and the EIR prepared for the Highland Fairview Skechers development, it is not.</b></p>
b	<p>Has/have the Tribal Government(s) been consulted? Y /N . If no, why not?</p> <p><b>N/A</b></p>
c	<p>If the project requires Caltrans to use right-of-way on trust or allotted lands, this information needs to be included as soon as possible as a key topic in the consultation with the Tribe(s). Has the Tribe been consulted on this topic? Y /N . If no, why not?</p> <p><b>N/A</b></p>
d	<p>Has the Bureau of Indian Affairs (BIA) been notified? Y /N</p> <p><b>N/A</b></p>
e	<p>Have all applicable Tribal laws, ordinances and regulations (Tribal Employment Rights Ordinances (TERO), etc.) been reviewed for required contract language and coordination?</p> <p><b>N/A</b></p>
f	<p>If the Tribe has a TERO, is there a related Memorandum of Understanding between the District and the Tribe?</p> <p><b>N/A</b></p>
g	<p>Has the area surrounding the project been checked for prehistoric, archeological, cultural, spiritual, or ceremonial sites, or areas of potentially high sensitivity? If such areas exist, has the Tribe, Native American Heritage Commission or other applicable persons or entities been consulted?</p> <p><b>N/A</b></p>
h	<p>If a Native American monitor is required for this project, will this cost be reflected in cost estimates?</p> <p><b>N/A</b></p>
i	<p>In the event of project redesign, will the changes impact a Native American community as described</p>



	above in d, e, or h?
	N/A

**4. System Planning:**

a	Is the project consistent with the DSMP? Y <input checked="" type="checkbox"/> /N <input type="checkbox"/> . If yes document approval date. If no, explain. <b>The District 8 DSMP was approved on 12/2011.</b>
b	Is the project identified in the TSDP? Y <input type="checkbox"/> /N <input checked="" type="checkbox"/> ? If yes, document approval date . If no, explain. <b>The District 8 TSDP only identifies mainline improvements.</b>
c	Is the project identified in the TCR/RCR or CSMP? Y <input checked="" type="checkbox"/> /N <input type="checkbox"/> . If yes, document approval date <u>9/2012</u> . If no, explain. Is the project consistent with the future route concept? Y <input checked="" type="checkbox"/> /N <input type="checkbox"/> . If no, explain. <b>The project is identified in the 9/25/2012 TCR. The TCR calls for reconstruction/widening of the interchange and ramps. The route concept identified in the TCR adds 1 mixed flow lane in each direction, for a total of 6 mixed flow lanes. The proposed ramps and overcrossing would be compatible with this freeway section. Unable to locate current RCR or CSMP.</b>
d	Provide the Concept Level of Service (LOS) through project area. <b>D -- Per 2012 Transportation Concept Report.</b>
e	Provide the Concept Facility – include the number of lanes. Does the Concept Facility include High Occupancy Vehicle lanes? Y <input type="checkbox"/> /N <input checked="" type="checkbox"/> . <b>Per the 2012 TCR, the concept facility has 6 mixed flow lanes with no HOV lanes.</b>
f	Provide the Ultimate Transportation Corridor (UTC) – include the number of lanes. Does the UTC include High Occupancy Vehicle Lanes? Y <input type="checkbox"/> /N <input type="checkbox"/> . <b>The UTC is not addressed in the TCR. Per the 1999 RCFS, SR-60 will serve as an ultimate transportation corridor, which is recommended to have 10 lanes per District 8 policy. HOV lanes are not addressed in the RCFS.</b>
g	Describe the physical characteristics of the corridor through the project area (i.e. flat, rolling or mountainous terrain...). <b>Physical terrain through the project area is rolling.</b>
h	Is the highway in an urban or rural area? Urban <input type="checkbox"/> /Rural <input checked="" type="checkbox"/> . Provide Functional Classification. <b>Rural Principal Arterial – Per 2012 TCR, Segment 6.</b>
i	Is facility a freeway, expressway or conventional highway? <b>Freeway</b>
j	Provide Route Designations: (i.e. Interregional Transportation Strategic Plan (ITSP) High Emphasis or Focus Route, Surface Transportation Assistance Act (STAA) Route, Scenic Route...). <b>Per the 2012 TCR, it is an STAA Route on the National Network, is part of the National Highway System and is a Goods Movement Route. Per 1999 RCFS, it is included in the Transportation Gateways of Statewide Significant and Intermodal corridors of Economical Significance (ICES) in Caltrans ITSP.</b>
k	Describe the land uses adjacent to project limits (i.e. agricultural, industrial...). <b>Current adjacent land use is light industrial, vacant, and residential.</b>
l	Describe any park and ride facility needs identified in the TCR/CSMP, local plans, and RTP. <b>None.</b>
m	Describe the Forecasted 10 and 20-year Vehicle Miles Traveled (VMT), Annual Average Daily Traffic (AADT), and Peak Hour truck data in the TCR. Include the source and year of Forecast, and names and types of traffic and travel demand analysis tools used. <b>ADT = 100,700, Truck Peak Hour = 570, AADT 2008 = 55,400, AADT 2035 = 100,700, VMT 2008 = 94,200, VMT 2035 = 171,300.</b>
n	Has analysis on Daily Vehicle Hours of Delay (DVHD) from the Highway Congestion Monitoring Program (HICOMP) been completed and included? Y <input type="checkbox"/> /N <input checked="" type="checkbox"/> .

**HICOMP has been replaced by Mobility Performance Report. Per the 3<sup>rd</sup> Quarter 2012 report, the quarterly Vehicle Hours of Delay were as follows: 191,549 (Q3/2011), 222,801 (Q2/2012), and 169,763 (Q3/2012). The Q3/2012 were 24% lower than Q2/2012 and 11% lower than Q3/2012.**

**5. Local Development – Intergovernmental Review (LD-IGR):** Projects led by private development.

List LD-IGR projects that may directly or indirectly impact the proposed Caltrans project or that the proposed Caltrans project may impact. (Attach additional project information if needed.)

LD-IGR Project Information	Project
a	County-Route-Postmile & Distance to Development. N/A
b	Development name, type, and size.
c	Local agency and/or private sponsor, and contact information.
d	California Environmental Quality Act (CEQA) status and Implementation Date.
e	If project includes federal funding, National Environmental Policy Act (NEPA) status.
f	All vehicular and non-vehicular unmitigated impacts and planned mitigation measures including Transportation Demand Management (TDM) and Transportation System Management (TSM) that would affect Caltrans facilities.
g	Approved mitigation measures and implementing party.
h	Value of constructed mitigation and/or amount of funds provided.
i	Encroachment Permit, Transportation Permit, Traffic Management Plan, or California Transportation Commission (CTC) Access approvals needed.
j	Describe relationship to Regional Blueprint, General Plans, or County Congestion Management Plans.
k	Inclusion in a Regional Transportation Plan Sustainable Community Strategy or Alternative Planning Strategy?
l	Regional or local mitigation fee program in place?

**6. Community Planning:**

INITIAL PID INFORMATION	
a	Has lead agency staff worked with any neighborhood/community groups in the area of the proposed improvements? Y ___ /N __. If yes, summarize the process and its results including any commitments made to the community. If no, why not? N/A
b	Are any active/completed/proposed Environmental Justice (EJ) or Community-Based Transportation (CBTP) Planning Grants in the project area? Y ___ /N <u>X</u> . If yes, summarize the project, its location, and

	whether/how it may interact with the proposed project.
c	Describe any community participation plans for this PID including how recommendations will be incorporated and/or addressed. Has a context sensitive solutions (CSS) approach been applied? Y <u>  </u> /N <u>X</u> <b>CSS approach will be considered further in the PA/ED phase.</b>
	<b>FINAL PID INFORMATION</b>
d	How will the proposed transportation improvements impact the local community? Is the project likely to create or exacerbate existing environmental or other issues, including public health and safety, air quality, water quality, noise, environmental justice or social equity? Y <u>  </u> /N <u>X</u> . Describe issues, concerns, and recommendations (from sources including neighborhood/community groups) and what measures will be taken to reduce existing or potential negative effects.
e	Does this highway serve as a main street? Y <u>  </u> /N <u>X</u> . If yes, what main street functions and features need to be protected or preserved?

**7. Freight Planning:**

	<b>INITIAL PID INFORMATION</b>
a	Identify all modal and intermodal facilities that may affect or be affected by the project. <b>SR-60</b>
	<b>FINAL PID INFORMATION</b>
b	Describe how the design of this project could facilitate or impede Goods Movement and relieve choke points both locally and statewide through grade separations, lane separations, or other measures (e.g., special features to accommodate truck traffic and at-grade railroad crossings). <b>The project will facilitate goods movement by widening Theodore St, improving ramps, and providing for future SR-60 widening.</b>
c	Describe how the project integrates and interconnects with other modes (rail, maritime, air, etc.). Do possibilities exist for an intermodal facility or other features to improve long-distance hauling, farm-to-market transportation and/or accessibility between warehouses, storage facilities, and terminals? <b>There are no rail, maritime, or air facilities in the immediate vicinity of the project.</b>
d	Is the project located in a high priority goods movement area, included in the Goods Movement Action Plan (GMAP) or on a Global Gateways Development Program (GGDP) route? Y <u>X</u> /N <u>  </u> . If yes, describe. <b>GMAP – NO. Global Gateways – YES – Priority Global Gateway trade corridor (entire route)</b>
e	Is the project on a current and/or projected high truck volume route [e.g., Average Annual Daily Truck Traffic (AADTT) of 5 axle trucks is greater than 3000]? Yes <u>X</u> /N <u>  </u> . If yes, describe how the project addresses this demand. <b>5+ Axle Truck volumes on SR-60: 5,682 (@ Gilman Springs), 6,552 (@ Jct 215) – Per Caltrans 2010 AADTT data. The proposed project does not address this demand.</b>
f	If the project is located near an airport, seaport, or railroad depot, describe how circulation (including truck parking) needs are addressed. <b>N/A</b>
g	Describe any other freight issues. <b>Project is adjacent to and will provide access for existing and planned logistics sites.</b>

**8. Transit (bus, light rail, commuter rail, intercity rail, high speed rail):**

	<b>INITIAL PID INFORMATION</b>
a	List all local transit providers that operate within the corridor. <b>Riverside Transit Agency</b>
b	Have transit agencies been contacted for possible project coordination? Y <u>  </u> /N <u>X</u> . If no, why not?

	<b>It is not anticipated that existing transit services will be modified by this project. It is also not anticipated that transit agencies will introduce new facilities requiring coordination with this project.</b>
c	Describe existing transit services and transit features (bus stops, train crossings, and transit lines) within the corridor. <b>Bus Route 35 – travels on SR-60 (Moreno Beach Dr to Highland Springs)</b>
d	Describe transit facility needs identified in short- and long-range transit plans and RTP. Describe how these future plans affect the corridor. <b>None identified in 2012 RTP within project area.</b>
	<b>FINAL PID INFORMATION</b>
e	Describe how the proposed project integrates transit and addresses impacts to transit services and transit facilities. <b>The project will allow for future widening of SR-60, and will increase interchange capacity, which will provide better access to future transit stops.</b>
f	Have transit alternatives and improvement features been considered in this project? Y /N_ If yes, describe. If no, why not? <b>TBD</b>

**9. Bicycle:**

	<b>INITIAL PID INFORMATION</b>
a	Does the facility provide for bicyclist safety and mobility needs? If no, please explain. <b>Yes – Standard shoulders for bike travel and ADA-compliant facilities for pedestrians will be provided on Theodore Street.</b>
b	Are any improvements for bicyclist safety and mobility proposed for this facility by any local agencies or included in bicycle master plans? If yes, describe (including location, time frame, funding, etc.). <b>This location has not been identified in the WRCOG Non-Motorized Transportation Plan or City of Moreno Valley Bikeways. Theodore has been identified as a “Proposed Trail” in the City’s Master Plan of Trails (2010).</b>
c	Are there any external bicycle advocacy groups and bicycle advisory committees that should be included in the project stakeholder list? If so, provide contact information. <b>TBD</b>
	<b>FINAL PID INFORMATION</b>
d	Will bicycle travel deficiencies be corrected? How or why not? <b>Standard shoulders will be provided on Theodore Street.</b>
e	How will this project affect local agency plans for bicycle safety and mobility improvements? <b>The project will provide enhanced bicycle and pedestrian facilities on Theodore Street.</b>
f	If the project is the construction of a new freeway or modification to an existing freeway, will it sever or destroy existing provisions for bicycle travel? If yes, describe how bicycle travel provisions will be included in this project. <b>No, existing provisions for bicycle travel will not be severed or destroyed.</b>

**10. Pedestrian including Americans with Disabilities Act (ADA):**

	<b>INITIAL PID INFORMATION</b>
a	Does this facility provide for pedestrian safety and mobility needs? If so, describe pedestrian facilities. Do continuous and well-maintained sidewalks exist? Are pedestrians forced to walk in the roadway at any locations due to lack of adequate pedestrian facilities? Please explain. <b>New pedestrian facilities will include sidewalks and curb ramps. Existing conditions do not provide pedestrian facilities.</b>
b	Are pedestrian crossings located at reasonable intervals? <b>Yes.</b>

c	Are all pedestrian facilities within the corridor ADA accessible and in compliance with Federal and State ADA laws and regulations? <b>Existing – n/a. Proposed – TBD.</b>
	FINAL PID INFORMATION
d	Will pedestrian travel deficiencies be corrected? How or why not? <b>Yes, sidewalks and curb ramps will be provided on Theodore Street.</b>
e	How will this project affect local agency plans for pedestrian safety and mobility improvements? <b>Pedestrian facilities will be added consistent with local agency plans.</b>
f	If the project is the construction of a new freeway or modification to an existing freeway, will it sever or destroy existing provisions for pedestrian travel? If yes, describe how pedestrian travel provisions will be included in this project. <b>No, existing provisions for pedestrian travel will not be severed or destroyed.</b>
g	Are there any external pedestrian advocacy groups and advisory committees that should be included in the project stakeholder list? If so, provide contact information. <b>TBD</b>
h	Have ADA barriers as noted in the District's ADA Transition Plan been identified within the project limits? If not included in the project, provide justification and indicate whether District Design coordinator approval was obtained. <b>No. The City of Moreno Valley and SR-60 were not found on the Caltrans ADA Transition Plan website.</b>

**11. Equestrian:**

	INITIAL PID INFORMATION
a	If this corridor accommodates equestrian traffic, describe any project features that are being considered to improve safety for equestrian and vehicular traffic? <b>N/A</b>
	FINAL PID INFORMATION
b	Have features that accommodate equestrian traffic been identified? If so, are they included a part of this project? Describe. If no, why not? <b>N/A</b>

**12. Intelligent Transportation Systems (ITS):**

	INITIAL PID INFORMATION
a	Have ITS features such as closed-circuit television cameras, signal timing, multi-jurisdictional or multimodal system coordination been considered in the project? Y__/N__. If yes, describe. If no, explain. <b>TBD</b>
	FINAL PID INFORMATION
b	Have ITS features been identified? If so, are they included a part of this project? Describe. If no, why not? <b>TBD</b>

**Conceptual Cost Estimate – Right-of-Way Component**

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Attachment G

## CONCEPTUAL COST ESTIMATE – RIGHT OF WAY COMPONENT

To: Renee Fletcher  
 Deputy District Director – Right of Way (Acting)

Date: February 2013

From: Trisha Keith  
 RBF Consulting

08-Riv-60-PM 20.0/22.0  
 Project ID#0800000000  
 EA 0M590  
 SR-60/Theodore Interchange  
 Improvements

A Field Review was conducted  Yes  No

### Scope of the Right of Way

Provide a general description of the right of way including the location attributes.

The northwest and southeast quadrants of the interchange are currently vacant. An existing logistics facility is located in the southwest quadrant of the interchange, however no impacts to the facility are anticipated. The northeast quadrant contains an existing residence that would be impacted by Alternatives 3 and 4. Current land use zoning includes office, light industrial, commercial, and business park in the northwest, southwest, and southeast quadrants, and low density residential in the northeast quadrant.

Right of Way Required  Yes  No  
 Number of Parcels  1-10  11-25  26-50  51-100  >100  
 Urban  Rural  
 Land Area: Fee 25.8 ac Easement \_\_\_\_\_  
 Displaced Persons/Businesses  Yes (Alts 3 and 4)  No  
 Demolition/Clearance  Yes (Alts 3 and 4)  No  
 Railroad Involvement  Yes  No  
 Utility Involvements  Yes  No 7 Number of Utilities in area

### Cost Estimates

Support Costs	<input type="checkbox"/> \$0-\$25,000	<input type="checkbox"/> \$500,001-\$1,000,000
	<input type="checkbox"/> \$25,001-\$100,000	<input type="checkbox"/> \$1,000,001-\$5,000,000
	<input type="checkbox"/> \$100,001-\$250,000	<input type="checkbox"/> \$5,000,001-\$10,000,000
	<input type="checkbox"/> \$250,001-\$500,000	<input type="checkbox"/> >\$10,000,000
Capital Costs	<input type="checkbox"/> \$0-\$100,000	<input checked="" type="checkbox"/> \$5,000,001-\$15,000,000
	<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$15,000,001-\$50,000,000
	<input type="checkbox"/> \$500,001-\$1,000,000	<input type="checkbox"/> \$50,000,001-\$100,000,000
	<input type="checkbox"/> \$1,000,001-\$5,000,000	<input type="checkbox"/> >\$100,000,000

### Schedule

Right of Way will require 12 months to deliver a Right of Way Certification #1 from Final R/W Maps. This estimate is based on a Right of Way Certification date of 7/2015.

LEVEL 2- RISK REGISTER				Project Name:	SR-60/Theodore Street Interchange	DIST- EA	08-0M690	Project Manager	Ermed Makar				Risk Responses			
Risk Identification						Risk Assessment						Risk Responses				
Status	ID #	Type	Category	Title	Risk Statement	Current status/assumptions	Probability	Cost Impact	Cost Score	Time Impact	Time Score	Rationale	Strategy	Response Actions	Risk Owner	Updated
Active	1	Threat	ROW	Right of Way Acquisition Delays	Properly acquisition required from MWO		2-Low	2-Low		4-Moderate	8	Do not anticipate risk occurring	Mitigate	Reassess options to Right of Way acquisition in a timely manner.	RW Manager	1/30/2013
Active	2	Threat	Design	Non-Standard Slopes	Slopes steeper than 4:1 could be needed, resulting in requests for design exceptions	The current design may require 2:1 slopes	3-Moderate	1-Very Low		4-Moderate	12	Do not anticipate risk occurring	Mitigate	Obtain necessary approval from Caltrans for non-standard slopes as early as possible in the process.	Design Manager	1/30/2013
Active	3	Threat	PM	Lack of Project Funding	Allocation of funds for the establishment of the project.		1-Very Low	1-Very Low		16-Very High		Do not anticipate risk occurring	Accept	Reassign the project to reduce risk to most acceptable level.	Project Manager	1/30/2013
Active	4	Threat	PM	Delay of Locally Preferred Alternative	The PUT may not be selected as Preferred Alternative in the early stages of the PAVED phase, thus holding up the PS&E Phase.		3-Moderate	4-Moderate	12	8-High		Do not anticipate risk occurring	Avoid	Move forward with PS&E and accept further risk to the EO not obtaining approval.	Project Manager	1/30/2013
Active	5	Threat	Design	Utility Relocation Difficulties	Relocation of OH power lines could prove to impact schedule and/or cost	There is an OH Edison line sitting above the existing Theodore Street Bridge	3-Moderate	4-Moderate	12	8-High		Edison lines will need to be relocated, mitigation action will need to be taken	Mitigate	Work with utility agency to find solution in time agreement.	Project Manager	1/30/2013
Active	6	Threat	DES	Resilience Plans	Proposed easements will require additional approval by CH&MS and City.		2-Low	2-Low		8-High		As the plan is potentially beyond Caltrans jurisdiction	Mitigate	Coordinate with relevant agencies plan final design. City and Caltrans staff agree to.	Project Manager	1/30/2013
Active	7	Threat	Design	Traffic Study Scope	Due to the growth potential and the proximity of the proposed interchange, the design may significantly increase in scope and require improvements to local streets to be targeted.	Profflands Blvd is 1 mi West, Gilman Springs is 1 mi East	3-Moderate	8-High		8-High		Adjacent interchanges are likely to be built and could be impacted	Avoid	Increase Scope of the project in order to improve necessary improvements to adjacent roadway facilities	Project Manager	1/30/2013



## Traffic Engineering Performance Assessment

### PROJECT PROPOSAL IDENTIFICATION

1. District – County – Route – Limits: 08-Riv-60-PM 20.0/22.0
2. Facility Type: Freeway Interchange
3. Project Type (new facility, increase capacity, increase access, expand access): SR-60/Theodore Street Interchange Improvements - Increase Capacity
4. Targeted System User (motor vehicles, transit, bicyclists, pedestrians): Motor Vehicles
5. Key Transportation Agencies (MPO, RTPA, County, Cities): SCAG, Riverside County, City of Moreno Valley
6. Context (rural, urban, suburban): Currently rural.
7. Project Manager: Emad Makar, P.E., Caltrans Project Manager, District 8

### INTRODUCTION

This document presents the proposed traffic analysis methodology for the State Route 60 (SR-60) / Theodore Street Interchange Improvements project, and will serve as a reference document for the Project Study Report-Project Development Study (PSR-PDS). The proposed project consists of improvements to the interchange on SR-60 at Theodore Street, located at the east end of the City of Moreno Valley.

### SUMMARY OF PRELIMINARY FINDINGS & RECOMMENDATIONS

#### Assessment Approach, Data Sources & Major Assumptions

##### A. Forecasted Traffic Volumes & Conditions

A traffic impact analysis (TIA) prepared by Parsons Brinkerhoff, Inc. for the proposed World Logistics Center (WLC) in the City of Moreno Valley (dated February 2013) serves as the basis for this assessment. The proposed World Logistics Center is a plan for the development of up to 41.6 million square feet of modern high-cube logistics warehouse distribution facilities on approximately 2,665 acres of land in eastern Moreno Valley, located immediately south of the SR-60 / Theodore Street interchange.

The TIA analyzed local and regional traffic impacts of the proposed WLC and identified the specific near-term and longer-term circulation improvements that would be required to mitigate project impacts and maintain acceptable peak hour and daily levels of service on surface streets and freeways affected by the project. Given the nature of the WLC project, special attention was paid to the effects of truck traffic. The study considered eight development scenarios:

1. Existing baseline conditions (2012) without the WLC project
2. Existing baseline conditions plus the full build-out of the WLC project
3. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2017, without the WLC project
4. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2017, plus Phase 1 (only) of the WLC project
5. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2022, without the WLC project

6. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2022, plus the full build-out of the WLC project
7. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project
8. Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project

It should be noted that the above scenarios with “full build-out of the WLC project” (Scenarios 2, 6, and 8) include improvements to the SR-60 / Theodore Street interchange similar to those proposed as Alternative 2 in the PSR-PDS for this project.

This traffic assessment will include three scenarios from the World Logistics Center traffic impact analysis:

1. **Existing** – Existing baseline conditions (2012) without the WLC project (Scenario 1)  
  
This scenario best reflects current existing conditions for the proposed SR-60 / Theodore Street Interchange improvements project.
2. **Forecast Long-Range without WLC Project** – Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, without the WLC project (Scenario 7)  
  
This scenario best reflects the long-term traffic condition without interchange improvements. It does not include the World Logistics Center project, but does include all other foreseeable build-out for that time.
3. **Forecast Long-Range with WLC Project** – Existing baseline conditions plus other past, present, and reasonably foreseeable projects expected to be constructed by 2035, including full build-out of the City of Moreno Valley General Plan, plus the full build-out of the WLC project (Scenario 8)  
  
This scenario best reflects the long-term traffic condition with interchange improvements, which are similar to proposed Alternative 2 for this project.

Tables 1, 2, 3, 4, 5, and 5a provide Existing and Forecast traffic volumes relevant to this project from the 2013 World Logistics Center Traffic Impact Analysis scenarios described above.

**Table 1: Existing and Forecast Peak Hour Volumes  
 SR-60 and Interchange Ramps Segments**

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	1,614	1,920	3,200	4,500	3,640	4,280
WB SR-60 from Redlands Blvd. to Theodore St.	1,193	1,498	4,010	3,530	4,290	3,780
EB SR-60 from Theodore St. to Gilman Springs Rd.	1,521	1,915	2,088	2,858	1,853	2,771
WB SR-60 from Theodore St. to Gilman Springs Rd.	1,183	1,393	2,657	2,217	2,483	1,967
EB SR-60 Off-Ramp to Theodore St.	207	434	270	150	860	420
EB SR-60 Loop On-Ramp from Theodore St.	70	71	150	1,350	50	340
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	260	1,420
WB SR-60 Off-Ramp to Theodore St.	24	26	640	380	730	430
WB SR-60 On-Ramp from Theodore St.	34	131	90	230	530	650

Note: (1) This ramp does not exist in the Existing and 2035 w/o WLC Project scenarios.

**Table 2: Existing and Forecast ADT Volumes  
 Theodore Street Segments**

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	ADT	V/C	ADT	V/C	ADT	V/C
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	650	0.06	9,653	0.85	14,617	0.65
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	2,018	0.18	8,699	0.77	34,518	0.68

**Table 3: Existing 2012 Peak Hour Turn Movement Volumes Summary**

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	4	13	9	2	18	22
PM	3	13	11	10	24	4
Location / Peak	North Leg		East Leg		South Leg	
	SBT	SBT	WBL	WBR	NBT	NBR
Theodore St. & SR-60 WB ramps						
AM	13	13	15	9	29	21
PM	13	14	17	9	22	118
Location / Peak	North Leg		South Leg		West Leg	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & SR-60 EB ramps						
AM	13	8	18	26	32	87
PM	21	6	19	112	9	21
Location / Peak	North Leg		South Leg		West Leg	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & Eucalyptus Ave.						
AM	11	91	7	29	17	1
PM	16	19	7	19	115	15

**Table 4: Forecast Long-Range (2035) w/o WLC Project  
 Peak Hour Turn Movement Volumes Summary**

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	10	20	150	10	270	290
PM	10	690	160	20	220	130
Location / Peak	North Leg		East Leg		South Leg	
	SBL	SBT	WBL	WBR	NBT	NBR
Theodore St. & SR-60 WB ramps						
AM	60	120	290	360	210	50
PM	120	740	180	210	170	130
Location / Peak	North Leg		South Leg		West Leg	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & SR-60 EB ramps						
AM	280	120	40	130	140	160
PM	110	800	570	200	80	90
Location / Peak	North Leg		South Leg		West Leg	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & Eucalyptus Ave.						
AM	130	320	30	70	100	30
PM	50	150	90	310	460	20

**Table 5: Forecast Long-Range (2035) with WLC Project  
 Peak Hour Turn Movement Volumes Summary  
 Theodore St. at Ironwood Ave. and SR-60 Ramps**

Location / Peak	West Leg		East Leg		South Leg	
	EBT	EBR	WBL	WBT	NBL	NBR
Theodore St. & Ironwood Ave.						
AM	10	150	150	10	290	290
PM	10	760	170	20	290	140
Location / Peak	North Leg		South Leg		West Leg	
	SBT	SBR	NBL	NBT	EBL	EBR
Theodore St. & SR-60 WB ramps						
AM	120	190	800	350	230	610
PM	750	170	1000	400	70	460
Location / Peak	North Leg		South Leg		West Leg	
	SBT	SBR	NBT	NBR	EBL	EBR
Theodore St. & SR-60 EB ramps						
AM	670	50	1020	330	90	1560
PM	820	360	1000	1540	390	500

**Table 5a: Forecast Long-Range (2035) with WLC Project  
 Peak Hour Turn Movement Volumes Summary  
 Theodore St. & Eucalyptus Ave. (4-leg intersection)**

Location / Peak	North Leg			East Leg			South Leg			West Leg		
	SBL	SBT	SBR	WBL	WBT	WBR	NBL	NBT	NBR	EBL	EBT	EBR
Theodore St. & Eucalyptus Ave.												
AM	110	2150	170	180	10	50	350	1190	240	130	30	470
PM	80	950	290	230	70	160	810	1790	210	570	70	840

**B. Modeling Tools / Methodologies**

Macro-level traffic forecasting was conducted for the WLC TIA using the Riverside County Transportation and Analysis Model (RIVTAM), with refinements for traffic analysis zones, peak hour forecasts, development-based trip generation, and truck trips. The "difference method" was used to determine forecast traffic volumes; forecast changes in traffic volumes from the model were added to existing traffic volumes, rather than using raw forecast volumes directly from the model. Link-level forecasts from the RIVTAM model were post-processed using the Furness method to convert them to turning movements for the intersection-level analyses. It was assumed that no trips would be taken by transit.

C. Traffic Analysis

Operational / Capacity

The WLC TIA segment analysis was performed consistent with the City of Moreno Valley *Traffic Impact Analysis Preparation Guide* using the daily capacity standards identified in the Guide. Intersection Level of Service (LOS) analysis was performed using the Highway Capacity Manual (HCM) 2000 methodologies found in Chapter 16 for signalized intersections and Chapter 17 for unsignalized intersections. Computations were performed using Synchro, with the settings specified in the City's *Traffic Impact Analysis Preparation Guide*. Freeway LOS was determined using the density analysis methodology in the HCM, with capacities based on information in the HCM and Caltrans Ramp Meter Design Manual. Existing count data was obtained from Caltrans for the freeway mainline volumes.

Tables 6, 7, and 8 show the Segment and Intersection LOS results of the operational / capacity traffic analyses in the World Logistics Center traffic impact analysis.

**Table 6: Existing and Forecast Segment Level of Service (LOS)  
 SR-60 and Interchange Ramps Segments**

Location	Existing 2012		Forecast Long-Range w/o WLC Project		Forecast Long-Range with WLC Project	
	AM	PM	AM	PM	AM	PM
EB SR-60 from Redlands Blvd. to Theodore St.	B	B	C	F	D	E
WB SR-60 from Redlands Blvd. to Theodore St.	A	B	E	D	E	E
EB SR-60 from Theodore St. to Gilman Springs Rd.	B	B	B	E	B	F
WB SR-60 from Theodore St. to Gilman Springs Rd.	A	A	D	C	C	C
EB SR-60 Off-Ramp to Theodore St.	B	B	D	F	C	C
EB SR-60 Loop On-Ramp from Theodore St.	B	B	C	F	D	E
EB SR-60 Direct On-Ramp from Theodore St.	(1)	(1)	(1)	(1)	C	F
WB SR-60 Off-Ramp to Theodore St.	B	B	F	C	C	C
WB SR-60 On-Ramp from Theodore St.	B	B	E	D	E	D

Note: (1) This ramp does not exist in the Existing scenario.

**Table 7: Existing and Forecast Segment Level of Service (LOS)  
 Theodore Street Segments**

Location	Existing 2012	Forecast Long-Range w/o WLC Project	Forecast Long-Range with WLC Project
	LOS <sup>(1)</sup>	LOS <sup>(1)</sup>	LOS <sup>(1)</sup>
Theodore St. from WB SR-60 Ramps to Ironwood Ave.	A	C	A
Theodore St. from EB SR-60 Ramps to Eucalyptus Ave.	A	B	B

Note: (1) LOS values for Theodore Street segments were determined based on the WLC TIA values for segment capacities and volumes and Table 11: Level of Service (LOS) Standards for Surface Streets in Moreno Valley.

**Table 8: Existing and Forecast Intersection Delay / Level of Service (LOS) Summary**

Intersection	AM		PM	
	Delay (sec.)	LOS	Delay (sec.)	LOS
<b>Existing 2012</b>				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	9.7	A	9.8	A
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	9.0	A	9.6	A
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	9.2	A	9.4	A
Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	9.2	A	9.8	A
<b>Forecast Long-Range w/o WLC Project</b>				
Theodore St. & Ironwood Ave. (Stop-Sign Controlled)	22.9	C	992.4	F
Theodore St. & SR-60 WB ramps (Stop-Sign Controlled)	62.2	F	173.7	F
Theodore St. & SR-60 EB ramps (Stop-Sign Controlled)	13.5	B	999.9	F



Theodore St. & Eucalyptus Ave. (Stop-Sign Controlled)	10.5	B	68.9	F
<b>Forecast Long-Range with WLC Project</b> – includes interchange improvements similar to Alternative 2				
Theodore St. & Ironwood Ave. (Signalized)	6.6	A	7.5	A
Theodore St. & SR-60 WB ramps (Signalized)	14.4	B	20.1	C
Theodore St. & SR-60 EB ramps (Signalized)	2.2	A	34.1	C
Theodore St. & Eucalyptus Ave. (Signalized)	28.6	C	47.5	D

Safety

The World Logistics Center TIA included discussion of safety considerations, including sight distance and emergency access. No issues or proposed measures were identified for the proposed SR-60 / Theodore Street interchange improvements project area.

Traffic Accident Surveillance and Analysis System (TASAS) – Transportation System Network (TSN) data was provided by Caltrans District 8 and included accidents that occurred between July 1, 2008 and June 30, 2011 on SR-60, from PM 19.0 to 23.0, as well as the interchange ramps. A summary of the accident data provided in TASAS Table B is shown in Table 9 below:

**Table 9: TASAS-TSN Table B Accident Rates from 7/1/2008 to 6/30/2011**

Location	Number of Accidents			Accident Rates <sup>1</sup>					
				Actual			Average		
	Total	Fatal	Inj	Fatal	F+I	Total	Fatal	F+I	Total
<b>Eastbound</b>									
Mainline PM 19.0/23.0	70	1	31	0.008	0.27	0.59	0.006	0.23	0.69
Theodore Street Exit Ramp	3	1	0	1.661	1.66	4.98	0.003	0.35	1.01
Theodore Street Entrance Ramp	1	0	0	0.000	0.00	2.28	0.005	0.14	0.44
<b>Westbound</b>									
Mainline PM 19.0/23.0	78	0	30	0.000	0.25	0.66	0.006	0.23	0.69
Theodore Street Exit Ramp	0	0	0	0.000	0.00	0.00	0.007	0.34	1.04
Theodore Street Entrance Ramp	0	0	0	0.000	0.00	0.00	0.003	0.24	0.72

Note: 1. Accident rates are expressed as # of accidents/ Million vehicle miles for mainline, and # of accidents/Million vehicles for ramps.

Table 9 shows that accidents occur at a lower rate than state average on SR-60 in both directions, and that there were no accidents in the three year period on the westbound entrance and exit ramps. Accident rates on the eastbound ramps were higher than state average. Three accidents occurred on the eastbound Theodore Street exit ramp during the three year period, one of which was fatal. One accident occurred on the eastbound Theodore Street entrance ramp, with no fatalities or injuries. The majority of accidents on the SR-60 mainline were sideswipes or incidents where vehicles struck objects, and the primary collision factors were mostly improper turns, speeding, or other violations. On the Theodore Street exit ramp, two of the accidents were attributed to speeding and one to improper turn movement. All three resulted in vehicles striking curb, dike, or guardrail. The accident on the eastbound Theodore Street entrance ramp resulted in a vehicle striking the guardrail along the ramp, and was attributed to improper turn movement.

The proposed interchange improvements would provide greater deceleration length and larger radius curves on the exit ramps, which would give drivers more opportunity to slow after leaving the mainline and negotiate turns. Proposed entrance ramps would be longer and have fewer tight curves, which should again improve drivers' ability to negotiate turns. As a result, accidents attributed to the existing hook ramp configurations should be minimized. On SR-60 mainline,

auxiliary lanes will be considered between the Redlands Boulevard, Theodore Street, and Gilman Springs Road interchanges, which would improve weaving conditions between the ramp junctions.

Preliminary Assessment Findings (regarding operational and safety performance)

A. Operational Deficiencies

As shown in Table 6, the segments of SR-60 from Redlands Boulevard to Theodore Street and from Theodore Street to Gilman Springs Road operate at LOS A and B in the Existing condition. All four existing ramps currently operate at LOS B in the Existing condition. In the Forecast Long-Range (2035) without WLC Project scenario, LOS is expected to decline for all segments, except eastbound SR-60 from Theodore Street to Gilman Springs Road in the AM peak hour. LOS F is anticipated for eastbound SR-60 from Redlands Boulevard to Theodore Street in the PM peak hour, with LOS E expected for the same segment of SR-60 in the westbound direction in the AM peak hour. LOS E is anticipated for eastbound SR-60 between Theodore Street and Gilman Springs Road in the PM peak hour. The eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour.

Table 7 summarizes LOS for the segments of Theodore Street between the westbound SR-60 Ramps and Ironwood Avenue and between the eastbound SR-60 Ramps and Eucalyptus Avenue. In the Existing condition, both segments operate at LOS A. In the Forecast Long-Range without WLC Project, LOS is expected to decline to C in the segment north of the freeway, and to B in the segment south of the freeway. In the Forecast Long-Range with WLC Project scenario, it is anticipated that the segment between the westbound ramps and Ironwood will be widened to a 4-lane undivided arterial, resulting in LOS A with the added traffic volumes. The segment between the eastbound ramps and Eucalyptus Avenue would be widened to a 6-lane divided arterial in this scenario, resulting in LOS B with the added traffic volumes.

Table 8 summarizes the intersection delay and LOS for the intersections of Theodore Street at Ironwood Avenue, SR-60 ramps, and Eucalyptus Avenue in the Existing, Forecast Long-Range without WLC Project, and Forecast Long-Range with WLC Project. In the Existing condition, all four intersections operate at LOS A, with delays ranging from 9.0 to 9.8 seconds in the AM and PM peak hours. Increased volumes in the Forecast Long-Range without WLC Project scenario are expected to increase delays, resulting in LOS F for the four study intersections in the PM peak hour, as well as the intersection of Theodore Street at SR-60 westbound ramps in the AM peak hour.

In the Forecast Long-Range with WLC Project scenario, traffic volumes (shown in Tables 1, 2, and 5/5a) are typically expected to be greater than volumes for the Forecast Long-Range without WLC Project scenario (shown in Tables 1, 2, and 4) due to traffic that would be generated by the proposed logistics facilities south of the interchange. The model developed for the "with WLC Project" scenario included interchange improvements similar to Alternative 2 proposed as part of this project. As a result, LOS values generated for the "with WLC Project" ramp segments in Table 6 showed some improvements over the Forecast Long-Range without WLC Project scenario, despite the higher volumes. The eastbound SR-60 loop on- and direct on-ramps are expected to operate at LOS E and F, respectively, in the PM peak hour. The westbound SR-60 on-ramp is expected to remain at LOS E in the AM peak hour. All four study intersections in Table 8 showed improvement from the "without WLC Project" to "with WLC Project", with the

exception of Theodore Street at Eucalyptus Avenue in the AM peak hour. In the AM and PM peak hours, all intersections are anticipated to operate at or better than LOS D, the operating standard set by Caltrans and the City of Moreno Valley.

B. Infrastructure Deficiencies

Existing vertical clearance for the Theodore Street overcrossing is nonstandard. The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways. The segment of SR-60 between Redlands Boulevard and Gilman Springs Road is currently designated rural. Between Theodore Street and Redlands Boulevard, the existing interchange spacing is approximately 5,282 feet. The existing interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is two miles, or 10,560, in rural areas. The existing weave lengths in the project area are approximately 4,575 feet between the westbound Theodore Street on-ramp and Redlands Boulevard off-ramp, 4,542 feet between the eastbound Redlands Boulevard on-ramp and Theodore Street off-ramp, 2,900 feet between the eastbound Theodore Street on-ramp and Gilman Springs Road off-ramp, and 1,200 feet between the westbound Gilman Springs Road on-ramp and Theodore Street off-ramp. Minimum weaving length is 5,000 feet in rural areas. Existing right shoulders in both directions on SR-60 are approximately eight feet wide. Standard shoulder width is ten feet. The existing entrance and exit ramps at Theodore Street have small radius curves. Shoulder widths on Theodore Street are nonstandard in some locations.

C. Infrastructure Omissions

Sidewalks are not provided on Theodore Street.

D. Assessment of Safety Performance / Needs

TASAS data, accident history and types, and existing nonstandard features will be evaluated to determine the scope and magnitude of the safety analysis. The safety analysis will focus on off-peak and "shoulders" of the peak period when speeds are highest and environmental factors such as darkness and glare affect driver performance.

E. Project Scope: Recommended or Required Features, Systems, Devices

1. Operational Features

Consideration should be given in the PA/ED phase to the design of auxiliary lanes and acceleration/deceleration lanes to improve operations for the anticipated increases in traffic volumes. With the addition of sidewalks on Theodore Street, pedestrian crossing systems should be implemented. Signal warrants should be prepared to examine the operational benefits of signals at the four project intersections on Theodore Street.

2. Safety Systems

Metal beam guard rails should be used where required adjacent to slopes and fixed objects, and at bridge approaches. Lighting will be required at ramp divergence points and intersections, and should be considered along Theodore Street. Clear zones will be

APPENDIX E

Short Form - Storm Water Data Report



Dist-County-Route: 08-Riv-60  
 Post Mile Limits: PM 20.0 / PM 22.0  
 Project Type: SR-60/Theodore St Interchange Improvements  
 Project ID (or EA): OM590  
 Program Identification: \_\_\_\_\_  
 Phase:  PID - PSR-PDS  
 PA/ED  
 PS&E

Regional Water Quality Control Board(s): Santa Ana RWQCB

- |   |   |  |
|---|---|--|
| 1. Is the project required to consider incorporating Treatment BMPs?                                    | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 2. Does the project disturb 5 or more acres of soil?  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 3. Does the project disturb more than 1 acre of soil and not qualify for the Rainfall Erosivity Walver? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 4. Does the project potentially create permanent water quality impacts?                                 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 5. Does the project require a notification of ADL reuse? TBD during PS&E                                | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |

The District NPDES Coordinator has approved the use of the short-form for the PID-phase SWDR only.

Estimate Construction Start Date: January 2016 Construction Completion Date: December 2017

Separate Dewatering Permit (If yes, permit number) Yes  Permit # \_\_\_\_\_ No   
 Erosivity Walver Yes  Date: \_\_\_\_\_ No

*This Short Form - Storm Water Data Report has been prepared under the direction of the following Licensed Person. The Licensed Person attests to the technical information contained herein and the data upon which recommendations, conclusions, and decisions are based. Professional Engineer or Landscape Architect stamp required at PS&E.*

\_\_\_\_\_  
 Trisha Keith, Registered Project Engineer Date  
 I have reviewed the stormwater quality design issues and find this report to be complete, current and accurate:

(Stamp Required for PS&E only)

\_\_\_\_\_  
 Cathy Jochal, District SW Coordinator Date

Caltrans Storm Water Quality Handbooks  
 Project Planning and Design Guide  
 July 2010

## 1. Project Description

- The City of Moreno Valley proposes to improve the interchange at State Route 60 (SR-60) and Theodore Street. The existing interchange consists of the Theodore Street overcrossing, with eastbound and westbound SR-60 exit and entrance ramps. The Interchange shares characteristics with Type L-6 and Type L-7 two-quadrant cloverleaf Interchanges. It is configured with hook ramps, but rather than terminating at parallel streets, the ramps terminate at Theodore Street. Existing Theodore Street consists of one lane in each direction. SR-60 has two mixed flow lanes in each direction.

Four alternatives are proposed as part of the PSR-PDS: a no-build alternative and three new interchange configurations. All new interchange alternatives include reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 will not be changed, however the new Theodore Street overcrossing will be constructed to allow for future widening of the freeway to three mixed flow lanes and one HOV lane in each direction. Theodore Street will be widened to three lanes in each direction, with standard shoulders and a center median.

- The estimated total disturbed soil area is 61 acres for Alternative 2, and 54 acres for Alternatives 3 and 4. Disturbed soil area was determined by calculating the total area affected by grading and new construction, including pavement and sidewalks.
- This project will result in 13 acres of additional impervious surface area in Alternative 2, 11 acres in Alternative 3, and 13 acres in Alternative 4.
- The project is located within the Riverside County (R8-2010-033) Municipal Separate Storm Sewer System (MS4).
- Storm water runoff within the project area is collected in inlets and surface channels. Outside the project area, flow is discharged to surface channels. From there, it flows to Mystic Lake, Canyon Lake, and then to Lake Elsinore. The project is located in the San Jacinto Hydrologic Area, in the Gilman Hot Springs Sub-Area (number 802.21).
- Canyon Lake and Lake Elsinore are 303(d) listed water bodies. Pollutants of concern include pathogens, PCBs, sediment toxicity, and unknown toxicity.
- 401 certification is not required for this project.
- No drinking water reservoirs or recharge facilities have been identified within the project limits.
- TMDLs established by the Santa Ana RWQCB for the receiving water bodies include nutrients and organic enrichment / low dissolved oxygen.
- No local agency requirements or concerns have been identified for this project.
- Annual rainfall in the project area is approximately 10.35 inches. The monthly average high temperature is 79.5° F, and the monthly average low temperature is 49.3° F. The rainy season as defined by the RWQCB is October 1 to May 1.
- Based on the USDA Natural Resources Conservation Service Web Soil Survey, the project area contains Badland, San Emigdio fine sandy loam, San Emigdio loam, and Metz gravelly sandy loam soils. Badland soils are found in the area east of the interchange, toward Gilman Springs Road. This soil is generally rated soil type D and has a very slow infiltration rate and very severe erosion hazard rating. Metz gravelly sandy loam may be found in the northwest quadrant of the proposed interchange. It is generally rated soil type A, with a high infiltration rate and slight erosion hazard rating. The existing interchange and majority of proposed improvements are located in primarily San Emigdio fine sandy loam, with pockets of loam to the west of the interchange. San Emigdio fine sandy loam and loam are generally rated soil



## Evaluation Documentation Form

DATE: February 2013

Project ID ( or EA): EA 0M590

NO.	CRITERIA	YES ✓	NO ✓	SUPPLEMENTAL INFORMATION FOR EVALUATION
1.	Begin Project Evaluation regarding requirement for consideration of Treatment BMPs	✓		See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs. Go to 2
2.	Is this an emergency project?		✓	If Yes, go to 10. If No, continue to 3.
3.	Have TMDLs or other Pollution Control Requirements been established for surface waters within the project limits? Information provided in the water quality assessment or equivalent document.		✓	If Yes, contact the District/Regional NPDES Coordinator to discuss the Department's obligations under the TMDL (If Applicable) or Pollution Control Requirements, go to 9 or 4.  _____ (Dist./Reg. SW Coordinator Initials) If No, continue to 4.
4.	Is the project located within an area of a local MS4 Permittee?	✓		If Yes. (Order No. 88-2010-0033), go to 5. If No, document in SWDR go to 5.
5.	Is the project directly or indirectly discharging to surface waters?	✓		If Yes, continue to 6. If No, go to 10.
6.	Is it a new facility or major reconstruction?	✓		If Yes, continue to 8. If No, go to 7.
7.	Will there be a change in line/grade or hydraulic capacity?			If Yes, continue to 8. If No, go to 10.
8.	Does the project result in a <u>net increase of one acre or more of new impervious surface</u> ?	✓		If Yes, continue to 9. If No, go to 10.  _____ 12.6 ac (Net Increase New Impervious Surface)
9.	Project is required to consider approved Treatment BMPs.	✓		See Sections 2.4 and either Section 5.5 or 6.5 for BMP Evaluation and Selection Process. Complete Checklist T-1 in this Appendix E.
10.	Project is not required to consider Treatment BMPs.  _____ (Dist./Reg. Design SW Coord. Initials) _____ (Project Engineer Initials) _____ (Date)			Document for Project Files by completing this form, and attaching it to the SWDR.

1 See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs





### Combined Risk Level Matrix

		Sediment Risk		
		Low	Medium	High
Receiving Water Risk	Low	Level 1	Level 2	
	High	Level 2		Level 3

Project Sediment Risk: Low

Project RW Risk: Low

Project Combined Risk: Level 3

	A	B	C
1	<b>Sediment Risk Factor Worksheet</b>		<b>Entry</b>
2	<b>A) R Factor</b>		
3	Analyses of data indicated that when factors other than rainfall are held constant, soil loss is directly proportional to a rainfall factor composed of total storm kinetic energy (E) times the maximum 30-min intensity (I30) (Wischmeier and Smith, 1958). The numerical value of R is the average annual sum of EI30 for storm events during a rainfall record of at least 22 years. "Isoerodent" maps were developed based on R values calculated for more than 1000 locations in the Western U.S. Refer to the link below to determine the R factor for the project site.		
4	<a href="http://cfpub.epa.gov/npdes/stormwater/LEW/lewCalculator.cfm">http://cfpub.epa.gov/npdes/stormwater/LEW/lewCalculator.cfm</a>		
5	<b>R Factor Value</b>		20
6	<b>B) K Factor (weighted average, by area, for all site soils)</b>		
7	The soil-erodibility factor K represents: (1) susceptibility of soil or surface material to erosion, (2) transportability of the sediment, and (3) the amount and rate of runoff given a particular rainfall input, as measured under a standard condition. Fine-textured soils that are high in clay have low K values (about 0.05 to 0.15) because the particles are resistant to detachment. Coarse-textured soils, such as sandy soils, also have low K values (about 0.05 to 0.2) because of high infiltration resulting in low runoff even though these particles are easily detached. Medium-textured soils, such as a silt loam, have moderate K values (about 0.25 to 0.45) because they are moderately susceptible to particle detachment and they produce runoff at moderate rates. Soils having a high silt content are especially susceptible to erosion and have high K values, which can exceed 0.45 and can be as large as 0.65. Silt-size particles are easily detached and tend to crust, producing high rates and large volumes of runoff. Use Site-specific data must be submitted.		
8	<u>Site-specific K factor guidance</u>		
9	<b>K Factor Value</b>		0.32
10	<b>C) LS Factor (weighted average, by area, for all slopes)</b>		
11	The effect of topography on erosion is accounted for by the LS factor, which combines the effects of a hillslope-length factor, L, and a hillslope-gradient factor, S. Generally speaking, as hillslope length and/or hillslope gradient increase, soil loss increases. As hillslope length increases, total soil loss and soil loss per unit area increase due to the progressive accumulation of runoff in the downslope direction. As the hillslope gradient increases, the velocity and erosivity of runoff increases. Use the LS table located in separate tab of this spreadsheet to determine LS factors. Estimate the weighted LS for the site prior to construction.		
12	<u>LS Table</u>		
13	<b>LS Factor Value</b>		1.29
14			
15	<b>Watershed Erosion Estimate (=R<sub>x</sub>K<sub>x</sub>LS) in tons/acre</b>		8.256
16	<b>Site Sediment Risk Factor</b>		Low
17	Low Sediment Risk: < 15 tons/acre		
18	Medium Sediment Risk: >=15 and <75 tons/acre		
19	High Sediment Risk: >= 75 tons/acre		
20			

Receiving Water (RW) Risk Factor Worksheet	Entry	Score
A. Watershed Characteristics	yes/no	
A.1. Does the disturbed area discharge (either directly or indirectly) to a 303(d)-listed waterbody impaired by sediment (For help with impaired waterbodies please visit the link below) or has a USEPA approved TMDL Implementation plan for sediment? <a href="http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml">http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml</a>	no	Low
OR		
A.2. Does the disturbed area discharge to a waterbody with designated beneficial uses of SPAWN & COLD & MIGRATORY? (For help please review the appropriate Regional Board Basin Plan) <a href="http://www.waterboards.ca.gov/waterboards_map.shtml">http://www.waterboards.ca.gov/waterboards_map.shtml</a>		
<a href="#">Region 1 Basin Plan</a>		
<a href="#">Region 2 Basin Plan</a>		
<a href="#">Region 3 Basin Plan</a>		
<a href="#">Region 4 Basin Plan</a>		
<a href="#">Region 5 Basin Plan</a>		
<a href="#">Region 6 Basin Plan</a>		
<a href="#">Region 7 Basin Plan</a>		
<a href="#">Region 8 Basin Plan</a>		
<a href="#">Region 9 Basin Plan</a>		

**Storm Water BMP Cost Summary**

SR-60/Theodore Street Interchange Improvements

EA: 0M580

February 2013

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Cost</u>	<u>Section Cost</u>
<b><u>Treatment BMPs</u></b>					
1 Infiltration Basins			Included in	Grading Cost	
<b>Total Treatment BMPs</b>					<b>\$</b>
<b><u>Temporary Construction Site BMPs</u></b>					
1 Prepare SWPPP	1	LS		27,600.00	
2 Water Pollution Controls	1	LS (1.35% of \$39M construction costs)		526,500.00	
3 Additional Water Pollution Controls	1	LS (0.1% of \$39M construction costs)		39,000.00	
<b>Total Temporary Construction Site BMPs</b>					<b>\$ 593,100.00</b>
<b>TOTAL BMPs</b>					<b>\$ 593,100.00</b>

**CONCEPTUAL COST ESTIMATE – RIGHT OF WAY COMPONENT**

To: Renee Fletcher  
 Deputy District Director – Right of Way (Acting)

Date: February 2013

From: Trisha Keith  
 RBF Consulting

08-Riv-60-PM 20.0/22.0  
 Project ID#0800000000  
 EA 0M590  
 SR-60/Theodore Interchange  
 Improvements

A Field Review was conducted  Yes  No

**Scope of the Right of Way**

Provide a general description of the right of way including the location attributes.

The northwest and southeast quadrants of the interchange are currently vacant. An existing logistics facility is located in the southwest quadrant of the interchange, however no impacts to the facility are anticipated. The northeast quadrant contains an existing residence that would be impacted by Alternatives 3 and 4. Current land use zoning includes office, light industrial, commercial, and business park in the northwest, southwest, and southeast quadrants, and low density residential in the northeast quadrant.

Right of Way Required  Yes  No  
 Number of Parcels  1-10  11-25  26-50  51-100  >100  
 Urban  Rural  
 Land Area: Fee 25.8 ac  Basement   
 Displaced Persons/Businesses  Yes (Alts 3 and 4)  No  
 Demolition/Clearance  Yes (Alts 3 and 4)  No  
 Railroad Involvement  Yes  No  
 Utility Involvements  Yes  No  7 Number of Utilities in area

**Cost Estimates**

Support Costs	<input type="checkbox"/> \$0-\$25,000	<input type="checkbox"/> \$500,001-\$1,000,000
	<input type="checkbox"/> \$25,001-\$100,000	<input type="checkbox"/> \$1,000,001-\$5,000,000
	<input type="checkbox"/> \$100,001-\$250,000	<input type="checkbox"/> \$5,000,001-\$10,000,000
	<input type="checkbox"/> \$250,001-\$500,000	<input type="checkbox"/> >\$10,000,000
Capital Costs	<input type="checkbox"/> \$0-\$100,000	<input checked="" type="checkbox"/> \$5,000,001-\$15,000,000
	<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$15,000,001-\$50,000,000
	<input type="checkbox"/> \$500,001-\$1,000,000	<input type="checkbox"/> \$50,000,001-\$100,000,000
	<input type="checkbox"/> \$1,000,001-\$5,000,000	<input type="checkbox"/> >\$100,000,000

**Schedule**

Right of Way will require 12 months to deliver a Right of Way Certification #1 from Final R/W Maps. This estimate is based on a Right of Way Certification date of 7/2015.

### **Areas of Concern**

Existing overhead utilities, including 115kV electrical lines, are located on wood poles along the west side of Theodore Street throughout the project area. These lines will require relocation as part of the proposed project.

### **Assumptions and Limiting Conditions**

Per the Caltrans Right of Way Manual, preliminary right of way activities will be conducted after circulation of the draft environmental document and prior to final approval of PA/ED.

### **Contact**

Trisha Keith, P.E.  
RBF Consulting  
(949) 472-3505

## Division of Engineering Services PSR-PDS Scoping Checklist

### Project Information

District 8 County Riv Route 60 (Post Mile) 20.0/22.0EA 0M590 Project ID#0800000000

Project Description: SR-60/Theodore Street Interchange Improvements

Project Manager: Emad Makar

Phone # (909) 383-4978

DES Project Liaison Engineer\* (PLE):

DES Special Funded Projects Liaison Engineer: Lily Sun

Phone # (909) 227-8915

DES Consultant Management Engineer:

Phone #

\*The Project Liaison Engineer will provide assistance with the completion of this form.

### Project Scope

DES acknowledges that scope is in development at this time. The Project Liaison Engineer is available to assist the District in determining the involvement of DES functional units. The intent of the checklist is to gather as much information as possible on the alternatives to accurately identify the involvement of DES.

Describe and identify in the following sections a general description of improvements anticipated as part of the project scope that will require DES functional unit involvement.

**Check applicable boxes describing proposed scope of project.**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> New Expressway/Freeway on new alignment                     | <input type="checkbox"/> Other Roadway Realignment | <input type="checkbox"/> Widen Highway      |
| <input type="checkbox"/> Construct Interchange                                       | <input type="checkbox"/> Emergency/Storm Damage    | <input type="checkbox"/> Rockfall Project   |
| <input checked="" type="checkbox"/> Modify Interchange                               | <input type="checkbox"/> Bridge Widening           | <input type="checkbox"/> Left-turn Pocket   |
| <input checked="" type="checkbox"/> Bridge Replacement                               | <input type="checkbox"/> Curve Correction          | <input type="checkbox"/> Modify Slope       |
| (New alignment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No) | <input type="checkbox"/> Building Project          | <input type="checkbox"/> Stabilize Subgrade |
| <input type="checkbox"/> Bridge Rehabilitation                                       | <input type="checkbox"/> Median Barrier Retrofit   | <input type="checkbox"/> Stabilize Roadway  |
| <input type="checkbox"/> New Bridge  | <input type="checkbox"/> Construct Passing Lane    | <input type="checkbox"/> Landslide/Slip-out |
| <input type="checkbox"/> Bridge Seismic Retrofit                                     | <input type="checkbox"/> Soundwall/Retaining Wall  | <input type="checkbox"/> Bridge Deck Rehab. |
| <input type="checkbox"/> Other Design: Explain:                                      | <input type="checkbox"/> Roadway Rehabilitation    | <input type="checkbox"/> Bridge Joint Seals |

Briefly describe proposed scope of DES involvement for all alternatives.

Alternative 1: No build alternative.

Alternatives 2 through 4: SR-60/Theodore Street interchange improvements including widening of Theodore Street and removal and replacement of all ramps. The existing

[Type text]

Page 1

SR-60/Theodore Street overcrossing will be removed and reconstructed as a wider and longer bridge structure. It is anticipated that DES will be involved from K phase through construction, and will review and approve the APS and final PS&E package, as well as provide construction support services.

### Project Schedule

PA/ED Date	10/2014
------------	---------

### Project Cost

For PSR (PDS) projects, the following section is to be used for EACH alternative, provided that the scope is significantly different.

#### Alternative # 2

<u>Project Cost Range (\$ 1000's)</u>		<u>Cost of Largest Structure (\$ 1000's)</u>
Roadway	\$27,800	\$11,000
Structure**	\$11,000	
Total	\$38,800	

#### Alternative # 3

<u>Project Cost Range (\$ 1000's)</u>		<u>Cost of Largest Structure (\$ 1000's)</u>
Roadway	\$22,800	\$8,700
Structure**	\$8,700	
Total	\$31,500	

#### Alternative # 4

<u>Project Cost Range (\$ 1000's)</u>		<u>Cost of Largest Structure (\$ 1000's)</u>
Roadway	\$27,600	\$10,200
Structure**	\$10,200	
Total	\$37,800	

\*\*Structure Cost Range to be provided by (check one)

Consultant

Structure Design Technical Liaison.

### Project Scope Breakdown by DES Function

#### Photogrammetry

Note: A Photogrammetry Service Request PSR (PDS) must be completed and submitted to DES Photogrammetry by the District Photogrammetry Coordinator.



**Bridge Design Services (check applicable boxes)**

**Design by:**

- Office of Structure Design
- Structure Maintenance Design
- Office of Structure Contract Management (Consultant Design Oversight)
- Office of Special Funded Projects (Consultant Design Oversight)

**Bridge Information:**

<input type="checkbox"/> New Bridge(s)	Number	Br. Name(s) & No(s).
<input checked="" type="checkbox"/> Bridge Replacement(s)	1	Theodore Street OC Bridge # 56-0488
<input type="checkbox"/> Bridge Widening(s)	Number	Br. Name(s) & No(s).
<input type="checkbox"/> New Bridge over water	Number	Br. Name(s) & No(s).
<input type="checkbox"/> Bridge Replacement over water	Number	Br. Name(s) & No(s).
<input type="checkbox"/> Bridge Widening over water	Number	Br. Name(s) & No(s).
<input type="checkbox"/> Bridge Rail Replacement(s)	Number	Br. Name(s) & No(s).
<input type="checkbox"/> Approach Slab	Number	Br. Name(s) & No(s).
<input type="checkbox"/> Bridge with Railroad Involved	Number	Br. Name(s) & No(s).
<input type="checkbox"/> Bridge w/ Scour Analysis	Number	Br. Name(s) & No(s).
<input type="checkbox"/> Bridge w/ Special Design or Retrofit	Number	Br. Name(s) & No(s).

**Other DES functional units required for Structure Work**

- Structure Hydraulics (include if bridge is over or adjacent to water)
- Preliminary Investigations (Structure Foundation Plan)
- Geotechnical Services (Structure Foundations)

**Wall Design Data for Structure Design & Geotechnical Services**

<input type="checkbox"/> Soundwall(s) Number	Est. Max. Ht Est. Length	<input type="checkbox"/> Standard Design	<input type="checkbox"/> Special Design
<input type="checkbox"/> Ret. walls(s) Number	Est. Max. Ht Est. Length	<input type="checkbox"/> Standard Design	<input type="checkbox"/> Special Design
<input type="checkbox"/> MSE Wall(s) Number	Est. Max. Ht Est. Length	<input type="checkbox"/> Standard Design	<input type="checkbox"/> Special Design

**Geotechnical Services**

Is Oversight for consultant prepared geotechnical reports required?

- Yes     No

Has the Geotechnical Design Liaison or other geotechnical person been contacted?

- Yes     No    If yes, who?

<b>Terrain</b>	<input type="checkbox"/> Flat	<input checked="" type="checkbox"/> Rolling	<input type="checkbox"/> Mountainous
<b>Cuts:</b>	Est. Max Height (ft)	Est. Volume (m <sup>3</sup> ):	<input type="checkbox"/> New <input type="checkbox"/> Widen
<b>Fills:</b>	Est. Max Height (ft) 30	Est. Volume (m <sup>3</sup> ):	<input type="checkbox"/> New <input checked="" type="checkbox"/> Widen

**Sign Structures**

<input type="checkbox"/> Overhead Sign Foundations	Number
<input type="checkbox"/> Changeable Message Sign Foundations	Number

Other:

- Special Studies (slope stability, rockfall, erosion, seepage, ground water, settlement, liquefaction, slipout repair, rock slope, etc.) Explain
- Existing Maintenance Problems: Explain:

**Technical Specialist Design**

Anticipated insertable plan sheet(s) check below:

<input type="checkbox"/> Culvert(s)	Number
<input type="checkbox"/> Barrier(s)	Number
<input type="checkbox"/> Signs and Overhead Structures	Number
<input type="checkbox"/> Other Design:	Explain:

**Transportation Architecture Design**

<input type="checkbox"/> Design New Building(s)	Explain:
<input type="checkbox"/> Remodel Existing Buildings(s)	Explain:
<input type="checkbox"/> Bridge Aesthetics Evaluation	Explain:
<input type="checkbox"/> Build scale model	Explain:
<input type="checkbox"/> Other Aesthetics work	Explain:

**Electrical, Mechanical, Water & Wastewater Design**

<input type="checkbox"/> Pumping Plants	Explain:
<input type="checkbox"/> Movable bridge, drawbridge	Explain:
<input type="checkbox"/> Lighting control system for facilities	Explain:
<input type="checkbox"/> Sanitary Systems	Explain:

**Materials Engineering & Testing Services**

**Pavement**

<input type="checkbox"/> Rigid	<input checked="" type="checkbox"/> Flexible	Average Grade 3%	Average Superelevation 2%
<input type="checkbox"/> Deflection Study Required	No. of Locations	Lane/miles to be tested	

**Consultation and Inspection**

<input checked="" type="checkbox"/> Loop detectors	<input checked="" type="checkbox"/> Signal & Lighting Products	<input type="checkbox"/> Changeable Message Signs, Closed Circuit TV
<input checked="" type="checkbox"/> Concrete Bridge	<input type="checkbox"/> Steel Bridge	

**Materials Engineering & Testing Services (Continued)**

**Corrosion Tests**

<input checked="" type="checkbox"/> Soil	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Cathodic Protection System
--	--	---

**Other**

<input type="checkbox"/> Special Products:	Explain:
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**Additional Studies, Investigations or Research from DES**

Identify additional studies or investigations that may be required from DES Functional Units.

Prepared By: Trisha Keith, RBF Consulting Date February 2013



## PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

### 1. Project Information

District 08	County RIV	Route 60	PM 20.0/22.0	EA 0M590
Project Title: State Route 60/Theodore Street Interchange				
Project Manager Emad Makar, P.E.			Phone # 909/383-4561	
Project Engineer RBF Consulting – Trisha Keith, P.E.			Phone # 949/855-7049	
Environmental Office Chief/Manager David Bricker			Phone # 909/388-7725	
PEAR Preparer RBF Consulting – Alan Ashimine			Phone # 949/855-5710	

### 2. Project Description

#### Purpose and Need

The purpose of the proposed project is to reconstruct and improve the interchange at State Route 60 (SR-60) and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements would reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies on SR-60 and Theodore Street due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The intersections of Theodore Street at Ironwood Avenue, SR-60 westbound and eastbound ramps, and Eucalyptus Avenue are forecast to operate at LOS F in the PM peak hour. Traffic within the project area is expected to result in inadequate capacity at the existing interchange due to the following:

- **Capacity and Transportation Demand:** Daily traffic in the project area is expected to increase over time. The existing interchange has insufficient capacity for the projected traffic volumes, and will provide substandard levels of service. See Section 4 of the PSR/PDS for additional information.
- **Social Demand and Economic Development:** Similar to other areas in the Inland Empire, population growth continues to occur in the City of Moreno Valley.

Major developments in the area, consisting of a mixture of residential, commercial, industrial, and office uses have been completed, are under construction, or are in the planning process. The build out of the area in accordance with the *City of Moreno Valley General Plan* will generate substantial traffic on the freeway and local streets leading to the interchange.

### **Description of work**

A total of four alternatives are being considered as part of the project, consisting of the No Build Alternative (Alternative 1) and three Build Alternatives. The three Build Alternatives are as follows: Alternative 2 - Modified Partial Cloverleaf; Alternative 3 - Spread Diamond; and Alternative 4 - Modified Spread Diamond. The alternatives are discussed in detail below.

### **Alternatives**

#### **Alternative 1 - No Build Alternative**

The No Build Alternative would not result in changes to the existing interchange. Existing conditions would remain. This Alternative does not meet the proposed project's purpose and need.

### **Build Alternatives**

#### Alternative 2 - Modified Partial Cloverleaf (Mod Type L-7/L-8)

Alternative 2 would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new westbound entrance and loop exit ramps in the northwest quadrant of the interchange and an eastbound entrance ramp in the southeast quadrant, in a partial Type L-8 configuration. New eastbound exit and loop entrance ramps would be constructed in the southwest quadrant, in a partial Type L-7 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as in the eastbound direction between the Theodore Street and Gilman Springs Road interchanges. Refer to Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 2 would impact areas in the northwest, southwest, and southeast quadrants of the interchange. Right-of-way (ROW) acquisition would be required to accommodate proposed ramps in these locations.

#### Alternative 3 (Spread Diamond - Type L-2)

Alternative 3 would reconstruct and improve the existing interchange in an L-2 configuration. Improvements would include construction of new entrance and exit ramps

in all four quadrants of the interchange. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the Project Study Report/Project Development Support (PSR/PDS) for the proposed interchange layout.

Alternative 3 would impact areas in all four interchange quadrants. ROW acquisition would be required to accommodate the proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

Alternative 4 (Modified Spread Diamond – Mod Type L-2/L-9)

Alternative 4 would reconstruct and improve the existing interchange in a modified Type L-2/L-9 configuration. Improvements would include construction of a new westbound entrance ramp in the northwest quadrant of the interchange and westbound exit and loop entrance ramps in the northeast quadrant, in a partial Type L-9 configuration. New eastbound exit and entrance ramps would be constructed in the southwest and southeast quadrants, respectively, in a partial Type L-2 configuration. The existing Theodore Street overcrossing would be removed and replaced by a new bridge approximately 142 feet wide and 300 feet long. An auxiliary lane would be added in both directions between the Redlands Boulevard and Theodore Street interchanges, as well as between the Theodore Street and Gilman Springs Road interchanges. See Attachment B of the PSR/PDS for the proposed interchange layout.

Alternative 4 would impact areas in all quadrants of the interchange. ROW acquisition would be required to accommodate proposed ramps. This Alternative would impact the existing residential development located in the northeast quadrant of the interchange.

**3. Anticipated Environmental Approval**

CEQA		NEPA	
<b>Environmental Determination</b>			
Statutory Exemption	<input type="checkbox"/>		<input type="checkbox"/>
Categorical Exemption	<input type="checkbox"/>	Categorical Exclusion	<input type="checkbox"/>
<b>Environmental Document</b>			
Initial Study or Focused Initial Study with proposed Negative Declaration (ND) or Mitigated ND	<input checked="" type="checkbox"/>	Routine Environmental Assessment with proposed Finding of No Significant Impact	<input checked="" type="checkbox"/>
		Complex Environmental Assessment with proposed Finding of No Significant Impact	<input type="checkbox"/>
Environmental Impact Report	<input type="checkbox"/>	Environmental Impact Statement	<input type="checkbox"/>
CEQA Lead Agency (if determined):	Caltrans		
Estimated length of time (months) to obtain environmental approval:	15-18 Months		
Estimated person hours to complete identified tasks:	700		

The anticipated environmental document for the proposed project is an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA) and a Routine Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under the National Environmental Policy Act (NEPA).

**4. Special Environmental Considerations**

The preliminary impact area associated with the Build Alternatives is reviewed within this document. In general, special considerations include any special processes and/or seasonal constraints that may affect project delivery and require unusual, exceptional, or extended environmental processes.

For the SR-60/Theodore Street Interchange, special environmental considerations may include the need for formal agency consultation (i.e., Section 7 or Section 106 Consultations) and/or the need for construction monitoring for biological and cultural resources. Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). If any of these activities are deemed necessary, there is a potential that the environmental process may be extended. The requirement for these potential permits, approvals, and consultations would be determined as part of project-specific field investigations and technical analyses to be performed during the PA/ED phase.

### **5. Anticipated Environmental Commitments**

The following is a list of possible avoidance, minimization, and/or mitigation measures that could be required for the purposes of this proposed project, under all Build Alternatives.

1. If human remains are encountered during construction, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), who will determine and notify the Most Likely Descendant (MLD). The MLD may inspect the site of the discovery with the permission of the land owner, or his/her authorized representative. The MLD shall complete the inspection within 48 hours of being granted access to the site.
2. If historic or archaeological resource materials are discovered during construction, all earth-moving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.
3. If any paleontological resources are encountered during construction activities, all ground disturbing activities shall stop until the services of a qualified paleontologist can be retained to identify and evaluate the resources and, if necessary, recommend mitigation measures to document and preserve the resources.
4. If ground disturbing activities are scheduled to commence during the raptor breeding season (February 1 through August 31), pre-construction raptor surveys shall be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around any active raptor nests (up to 250 feet, depending on the nest location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents.
5. If unknown wastes or suspect materials are discovered during construction by the contractor, which he/she believes may involve hazardous waste/materials, the contractor shall:
  - a. Immediately stop work in the vicinity of the suspected contaminant, removing
  - b. workers and the public from the area;
  - c. Notify the project engineer of the implementing agency;
  - d. Secure the areas as directed by the project engineer; and
  - e. Notify the implementing agency's Hazardous Waste/Materials Coordinator.

6. During construction, Underground Service Alert (USA) services shall be used to identify the location of all public utilities and avoid unplanned disruptions.
7. In compliance with Executive Order (EO) 13112, Invasive Species, and subsequent guidance from the Federal Highway Administration, the landscaping and erosion control included in the project will not use species listed as noxious weeds. In areas of particular sensitivity, extra precautions will be taken if invasive species are found in, or adjacent to, the construction areas. These include the inspection and clearing of construction equipment and eradication strategies to be implemented should an invasion occur.
8. Where landscaping is proposed, the project shall install landscaping that is compatible with the existing landscaping. All selected plant species within the roadway right-of-way shall share similar water requirements. The new landscaping concept and plant palette shall be determined and approved by Caltrans District Landscape Architect.

The environmental commitments cited above are considered standard construction provisions. Additional commitments will be required and would be determined as part of the PA/ED phase. Detailed cost estimates are premature and speculative at this time as one or more of these commitments may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to \$250,000.<sup>1</sup>

### 6. Permits and Approvals

The following table identifies the anticipated permits and approvals required for the proposed project. These permits and approvals are subject to change based upon project-specific field investigations and technical analyses to be performed during the PA/ED phase.

Permit/Approval	Agency	Notes
Section 7 Consultation	U.S. Fish and Wildlife Service	Required in the event Waters of the U.S. or Federally-listed species are affected.
National Pollutant Discharge Elimination System (NPDES) Notice of Construction (NOC)	Santa Ana RWQCB	Required for compliance with the Caltrans Construction General Permit
Section 402 Clean Water Act NPDES	Santa Ana RWQCB	Required for compliance with the Caltrans Statewide NPDES Storm Water Permit and General NPDES Permit
Storm Water Pollution Prevention Plan (SWPPP)	Santa Ana RWQCB	The SWPPP addresses water pollution controls during construction under NPDES requirements.
Encroachment Permit	Caltrans District 8	Required for field surveys and construction activities.
Encroachment Permit	City of Moreno Valley	Required for field surveys and construction activities.

<sup>1</sup> Cost is approximate/preliminary and subject to change based upon the significance of resources encountered and additional commitments required by affected resource agencies.



## 7. Level of Effort: Risks and Assumptions

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

## 8. PEAR Technical Summaries

8.1 **Land Use:** The proposed project site is located primarily within the City of Moreno Valley, while the northeastern quadrant is located in the City's Sphere of Influence (within unincorporated Riverside County). Based on the City's *General Plan Land Use Map*, the following designations apply to the project:

- Northeast Quadrant: Residential, Maximum 1 Dwelling Unit/Acre ("R1");
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Commercial ("C") and Business Park/Light Industrial ("BP"); and
- Southeast Quadrant: Business Park/Light Industrial ("BP").

Based on the City's Zoning Map, the following zoning applies to the project:

- Northeast Quadrant: Sphere of Influence;
- Northwest Quadrant: Office ("O");
- Southwest Quadrant: Community Commercial ("CC"); and
- Southeast Quadrant: Industrial/Business Park ("BP").

Land use compatibility and consistency with the City's and County's General Plans and Zoning Codes will be evaluated in the IS. A separate technical study is not required.

8.2 **Growth:** The proposed project is meant to improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving vehicle, pedestrian, and bicycle safety. No residences or businesses would be introduced as a result of this proposed project; therefore, a direct increase in population is not anticipated. The proposed project would accommodate projected growth within the vicinity, particularly in regards to goods movement due to buildout of planned industrial/logistics facilities south of SR-60.

The proposed project is not considered to be growth inducing. A separate technical study is not required.

- 8.3 **Farmlands/Timberlands:** Based on the City's *General Plan and Zoning Code*, there are no farmland land use or zoning designations within the proposed project study limits or within the immediate project vicinity. No timberlands are identified within or adjacent to the proposed project.

However, according to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. Build Alternatives 3 and 4 would result in impacts to this quadrant. As such, a Farmland Technical Memorandum and conversion analysis would be required for Alternatives 3 and 4.

- 8.4 **Community Impacts:** The proposed project area can be characterized as rural in nature. The only development existing within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast. Due to the limited development in the project area and the existence of roadway facilities (SR-60 and Theodore Street), the project would not divide an existing community.

Build Alternatives 3 and 4 would result in impacts to the existing single-family residence within the northeast quadrant of the project site, and may result in a full acquisition of the property. In the event a full acquisition of the parcel occurs, a Relocation Impact Statement (RIS) would be required.

- 8.5 **Visual/Aesthetics:** The project is not on, or adjacent to, an officially-designated state scenic highway, according to the Caltrans California Scenic Highway Mapping System. SR-243 is the nearest officially-designated scenic highway, which is located approximately 15 miles east of the project site. Visual resources are often subjective in nature and therefore analysis is completed per the Federal Highway Administration Visual Impact Assessment for Highway Project Guidelines. This screening is done pursuant to the Caltrans SER, discusses the project area, and provides mitigation if necessary. Due to the nature of proposed improvements at the interchange and an increase in elevation of the proposed bridge, a Visual Impact Assessment (VIA) will be prepared for the project.

- 8.6 **Cultural Resources:** Based on analysis provided within the *Highland Fairview Corporate Park EIR* (Michael Brandman Associates, 2008), no known cultural resources were found to exist in the project vicinity. However, a literature/records search performed as part of the EIR indicated that 14 cultural resource sites were determined to occur within one mile of the project site. As such, there is a potential for impacts to buried archaeological resources during the construction process. A Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) will be required. In addition, Alternatives 3 and 4 would result in impacts to an

existing single-family residential property, and the residential structure may be affected. Based on preliminary analysis to be conducted regarding the age and attributes of the residence, a Historical Resources Evaluation Report (HRER) may also be required.

- 8.7 **Hydrology and Floodplain:** According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), the project site is located outside the 100-year flood plain (Zone X). The IS will discuss hydrological conditions within the project area and drainage facilities that would be included as part of the project. A separate technical study is not required.
- 8.8 **Water Quality and Storm Water Runoff:** The proposed project is within the jurisdiction of the Santa Ana RWQCB. All major reconstruction and new construction for transportation projects must conform to Caltrans' existing Statewide National Pollutant Discharge Elimination System NPDES Permit CAS000003 and to the existing General NPDES Permit for Construction Activities No. CAS000002. These permits regulate storm water and non-storm water discharges associated with year-round construction activities.

Coverage under the SWRCB General Permit will be required since the proposed project has a soil disturbance area greater than one acre. The SWPPP shall incorporate control measures for soil stabilization, sediment control, wind erosion control, waste management, and disposal control practices. Caltrans' Statewide Storm Water Management Plan requires project development personnel to assess the need for storm water Best Management Practices (BMPs) and incorporate these BMPs as appropriate during the initial planning and design phases for all Caltrans projects.

A Storm Water Data Report (SWDR) is required and shall document all requirements per the NPDES permits during and/or after construction. The signature page of the SWDR will be included as part of an engineering report, anticipated to be a Project Report (PR), during PA/ED phase.

- 8.9 **Geology, Soils, Seismic and Topography:** The project site is located within a seismically active area, in proximity to several fault zones (San Andreas, San Jacinto, and Elsinore). Thus, the proposed project may be subject to ground shaking due to seismic events. Although geotechnical research performed as part of the *Highland Fairview Corporate Park EIR* found no evidence of ground fissuring or other unstable soil conditions was evident in the project area, a Preliminary Geotechnical Report will be prepared during the PA/ED phase. The results of the Preliminary Geotechnical Report will be summarized within the IS.
- 8.10 **Paleontology:** The proposed project would require grading and excavation, with deeper excavations required for construction associated with the Theodore Street bridge. It is anticipated that all work would be completed in disturbed areas or areas already containing fill from the construction of the roadways; therefore, the

probability of encountering paleontological resources is considered low. However, based on the *Highland Fairview Corporate Park EIR*, geologic units within the project area have a moderate paleontological sensitivity since the site rests upon older Pleistocene and San Timoteo Formations. Therefore, there is the potential to encounter buried paleontological resources. A separate study is not required; however, provisions for on-site monitoring if resources are encountered during construction activities should be included on construction plans.

**8.11 Hazardous Waste/Materials:** Based on an analysis of hazardous materials conducted as part of the *Highland Fairview Corporate Park EIR*, seven hazardous materials sites were documented to exist within one mile of the project site. However, no Recognized Environmental Conditions (RECs) were determined to exist in the project area. Although no known hazards affect the site, SR-60 was constructed during a time when leaded gasoline was used in motor vehicles; therefore, soils within the proposed project limits should be tested for Aerially Deposited Lead (ADL) in order to determine if any soils are contaminated from vehicular use. Moreover, the build alternatives may require ROW acquisition that would necessitate an investigation of hazardous conditions. A Phase I Initial Site Assessment (ISA) will be prepared for this project, which will include a hazardous materials database search, outlining any hazardous material listings within or in close proximity to the proposed project area.

**8.12 Air Quality:** The proposed project is located within the South Coast Air Basin (SCAB), which is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAB is in attainment status for most of the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS); however the SCAB is in nonattainment for the following pollutants (Federal standards):

- Ozone;
- Particulate matter 10 microns in diameter or less (PM<sub>10</sub>); and
- Particulate matter 2.5 microns in diameter or less (PM<sub>2.5</sub>).

An Air Quality Assessment will be required to determine the project's potential impacts to sensitive receptors for both short-term construction and long-term operations.

**8.13 Noise and Vibration:** Caltrans and the Federal Highway Administration (FHWA) have refined the approach that determines the level of noise analysis necessary for a project. Section 4 (Noise Impact Screening Procedure Checklist) of the Caltrans Technical Noise Supplement (TeNS) involves answering five questions related to the project area and existing noise levels. This Checklist has been designed to eliminate unnecessary Traffic Noise Analysis Protocol (TNAP) and Noise Abatement Decision Report (NADR) analyses. If the project passes the screening procedure, then a detailed impact analysis is not required. If the project does not pass the screening procedure, then a TNAP/NADR Analysis is required.

The proposed project would improve safety and operation of Theodore Street and the SR-60/Theodore Street interchange by relieving existing congestion and improving efficiency. Currently, the closest residence is located approximately 180 feet to the northeast of the interchange. Additional residences are located along Redlands Boulevard, in the vicinity of the proposed auxiliary lane. It is assumed for the purposes of this PEAR that a TNAP/NADR Analysis will be required based on the surrounding sensitive receptors. The final determination will be dependent on the screening process discussed above.

#### 8.14 Energy and Climate Change:

The proposed project would relieve congestion and improve travel efficiency through the SR-60/Theodore Street interchange area. Energy consumption would potentially be reduced upon project completion due to improved traffic circulation. Construction energy consumption would be temporary in nature and all construction equipment would be required to operate per the equipment manuals. In addition, air quality requirements pertaining to construction equipment (i.e., construction equipment would not operate for longer than eight cumulative hours, equipment would be shut down when not in use for extended periods of time), would also help to reduce energy consumption from construction equipment. A separate energy technical study will not be required.

It is generally agreed that individual transportation projects, by themselves, do not yield sufficient greenhouse gas (GHG) emissions to have a significant impact on global climate change, but an individual project may make an incremental contribution to cumulative climate change impacts, along with all other global sources of GHG. An Air Quality Assessment will be required for the proposed project and will include a quantitative analysis of GHGs. This quantitative analysis will use the California Air Resources Board's (CARB's) EMFAC model to compare relative carbon dioxide (CO<sub>2</sub>) emissions for all alternatives.

**8.15 Biological Environment:** Based on previous biological resources analysis performed within the project area as part of the *Highland Fairview Corporate Park EIR*, several sensitive species are known to occur in the vicinity. These species include Stephen's kangaroo rat and the burrowing owl. Portions of the proposed project site may also provide habitat for ground-, tree-, and shrub-nesting birds which are protected by the Migratory Bird Treaty Act (MBTA). Thus, the preparation of a Natural Environment Study (NES) will be required, in addition to the potential for focused surveys. In the event impacts to special status, consultation and/or permits from the U.S. Fish and Wildlife Service (USFWS) and/or CDFW may be required.

Based in an initial analysis of site conditions, jurisdictional drainages do not appear to be present on the project site. However, a formal analysis of jurisdictional features would be performed as part of the NES. In the event impacts to

jurisdictional features occur, regulatory permits may be required through the ACOE, RWQCB, and CDFW.

**8.16 Cumulative Impacts:** All cumulative impacts will be addressed within the IS. All cumulative impacts will also be addressed within the individual resource technical studies identified in Sections 8.1 through 8.15, above.

**8.17 Context Sensitive Solutions:** Context Sensitive Solutions (CSS) is defined as "innovative and inclusive approaches that integrate and balance community, aesthetic, historic, and environmental values with transportation safety, maintenance and performance goals". As part of this proposed project, there are anticipated to be a series of public workshops and/or potential interviews with stakeholders and property owners. In addition, a public workshop is anticipated to be held during the public circulation of the environmental document.

## **9. Summary Statement for PSR or PSR-PDS**

Based on the technical summaries described above, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to \$250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if deemed necessary, could also complicate, slow, or lengthen the schedule and increase costs.

## **10. Disclaimer**

This Preliminary Environmental Analysis Report (PEAR) provides information to support programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the PSR/PDS. The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

**11. List of Preparers**

Biologist Wesley Salter	Date: 1/29/13
Noise and Vibration specialist Achilles Malisos	Date: 1/30/13
Air Quality specialist Achilles Malisos	Date: 1/30/13
Hazardous Waste/Materials specialist Kristen Bogue	Date: 1/30/13
Visual/Aesthetics specialist Eddie Torres	Date: 1/30/13
Energy and Climate Change specialist Achilles Malisos	Date: 1/30/13
PEAR Preparer (Name and Title) Alan Ashimine	Date: 2/4/13

**12. Review and Approval**

I confirm that environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.

\_\_\_\_\_  
Environmental Branch Chief Date: \_\_\_\_\_

\_\_\_\_\_  
Project Manager Date: \_\_\_\_\_

**REQUIRED ATTACHMENTS:**

**Attachment A: PEAR Environmental Studies Checklist**

## Attachment A: PEAR Environmental Studies Checklist

Rev. 11/08

Environmental Studies for PA&ED Checklist					
	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Growth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Farmlands/Timberlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	L	Tech Memo
Community Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Community Character and Cohesion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Relocations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	RIS
Environmental Justice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Utilities/Emergency Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Visual/Aesthetics	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	VIA
Cultural Resources:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Archaeological Survey Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
Historic Resources Evaluation Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	
Historic Property Survey Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
Historic Resource Compliance Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Section 108 / PRC 5024 & 5024.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Native American Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	HPSR/ASR
Finding of Effect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Data Recovery Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Memorandum of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Hydrology and Floodplain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Water Quality and Stormwater Runoff	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	SWDR
Geology, Soils, Seismic and Topography	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
Paleontology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	In ED
PER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
PMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Hazardous Waste/Materials:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
ISA (Additional)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
PSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	Screening
Noise and Vibration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	L	In ED
Energy and Climate Change	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Biological Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Natural Environment Study	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
Section 7:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M	
Formal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Informal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
No effect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Section 10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
USFWS Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
NMFS Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Species of Concern (CNPS, USFS, BLM, S, F)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	



Environmental Studies for PA&ED Checklist							
	Not anticipated	Memo to file	Report required	Risk*			Comments
				L	M	H	
Wetlands & Other Waters/Delineation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M			NES
404(b)(1) Alternatives Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Invasive Species	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			In ED
Wild & Scenic River Consistency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Coastal Management Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
HMMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
DFG Consistency Determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
2081	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Cumulative Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			In ED
Context Sensitive Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Section 4(f) Evaluation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
<b>Permits:</b>							
401 Certification Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
404 Permit Coordination, IP, NWP, or LOP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
1602 Agreement Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
Local Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
State Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
NPDES Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L			
US Coast Guard (Section 10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
TRPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			
BCDC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L			

TEL: 951.413.3130  
FAX: 951.413.3170  
WWW.MOVAL.ORG



14177 KENNEDY STREET  
PO BOX 35005  
MORENO VALLEY, CA 92552-0855

February 19, 2013

Mr. Tim Haile  
RBF Consulting  
14725 Alton Parkway  
Irvine, CA 92618-2027

Subject: PSR-PDS – SR-60/Theodore Street Interchange Improvements  
Comments on February 11, 2013 Submittal

Dear Mr. Haile:

We have received and reviewed your submittal of February 11, 2013. Please continue with expediting the project. Our comments are intended to be addressed in subsequent submittals/approval documents.

General Comments, Capital Projects:

- PSR-PDS Page 3: Will traffic analysis be required to be projected for year 2035 or 2040?
- Reference and incorporate Route 60 Corridor Master Plan of Aesthetics and Landscaping (August 2010 – on City website).
- See attached pages for PSR-PDS specific comments (pages 3, 13, 20, Attachment H).

General Comments, Transportation:

- Consider bicycle/pedestrian/transit Measures of Effectiveness.
- Explain how 2040 traffic volumes will be derived.
- Consider roundabout locations. (for example, Ironwood/Theodore intersection may be a good candidate in the future – long-range comment)
- At what point in the project process will aesthetics be considered?

CAPITAL PROJECTS

ATTACHMENT "H"

Letter to Tim Haile  
February 19, 2013  
Page 2

If you have any questions, please contact Margery Lazarus, Senior Engineer, at  
951.413.3133.

Sincerely,



Margery Lazarus, P.E.  
Senior Engineer

ML: sc

Enclosures: As listed above

c: Prem Kumar, Deputy Public Works Director/Assistant City Engineer  
Eric Lewis, Transportation Division Manager/City Traffic Engineer  
Michael Lloyd, Senior Engineer, P.E.  
Brian Hixson, Highland Fairview  
File

(0. - mile)

SR - Riv - 60 - PM 20.0/PM 22.0

warehouse distribution facilities on approximately 2,665 acres of land located immediately south of the SR-60 / Theodore Street interchange.

Existing nonstandard features within the project area include the following:

- The posted vertical clearance is 15'-5" in the eastbound direction and 15'-3" in the westbound direction. Minimum standard vertical clearance is 16'-6" for freeways.
- On Theodore Street, sidewalks are not provided some sections of shoulder are nonstandard.
- Interchange spacing between Theodore Street and Gilman Springs Road is approximately 3,850 feet. Minimum interchange spacing is one mile in urban areas and two miles in rural areas.
- Weaving length from the existing Gilman Springs Road on-ramp to the existing Theodore Street off-ramp is approximately 1,200 feet. Minimum weaving length is 2,000 feet in urban areas and 5,000 feet in rural areas.

not a sign fence? \*

Existing Structure

Theodore Street Overcrossing (PM 21.37, Bridge Number 56-0488) is a four-span precast concrete stringer structure. It is approximately 234 feet long, 38 feet wide, and spans four lanes of traffic on SR-60.

The City of Moreno Valley has identified the need for operational and capacity improvements at the SR-60/Theodore Street interchange. The City and Caltrans are members of the PDT and have been involved in the development of the purpose and need statement for the project.

Opportunities to incorporate Context Sensitive Solutions and Complete Streets concepts will be studied further in the PA/ED phase of the project.

3. PURPOSE AND NEED

Purpose:

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands.

2035 OK, not 2040?

Need:

The proposed project is needed to improve existing geometric deficiencies and address long range projected operational deficiencies at the SR-60/Theodore Street interchange due to forecasted growth and development in the area. Without improvements, by 2035, the eastbound SR-60 on- and off-ramps are expected to operate at LOS F in the PM peak hour, while the westbound SR-60 on- and off-ramps are expected to operate at LOS E and F, respectively, in the AM peak hour. The

→ Reference the SR-60 Corridor  
Acoustic Master Plan in the

appropriate part of the document

LOOP ENTRY WITH 2 LNS AT ART. AND 1 LN AT ENTRY; ADD AUX LNS 1700' EACH DIR WEST OF IC & 1200' EB AND 2200' WB EAST OF IC

(2) Project ID# 3A0807 - Description: IN MORENO VALLEY, WIDEN THEODORE ST FROM 2 TO 4 LANES +2 AUX LANES FROM EUCALYPTUS AVE TO SR-60 EB RAMPS, INCLUDING MEDIANS, TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES

(3) Project ID# 3A0806 - Description: IN MORENO VALEY, WIDEN THEODORE ST FROM 2 TO 4 LANES FROM SR-60 WB RAMPS TO IRONWOOD AVE, INCLUDING TRAFFIC SIGNALS, CHANNELIZATION IMPROVEMENTS, LEFT-TURN POCKETS, DEDICATED RIGHT-TURN LANES, DRAINAGE IMPROVEMENTS, LANDSCAPING, SIDEWALKS, AND BIKE LANES.

The July 2006 City of Moreno Valley General Plan Circulation Plan designates Theodore Street as a Divided Major Arterial, with six traffic lanes.

## 7. ALTERNATIVES

### Project Alternatives

Four alternatives were analyzed for the project: a no build alternative and three new interchange configurations. Each of the new interchange alternatives includes removal and reconstruction of the Theodore Street overcrossing and all ramps. The existing lane configuration on SR-60 at the interchange will not be changed, however the Theodore Street overcrossing will be reconstructed to allow for future widening of the freeway to an ultimate section consisting of four mixed flow lanes and one HOV lane in each direction. Proposed ramps will be designed to be compatible with future freeway widening to minimize future reconstruction. Theodore Street will be widened to three lanes in each direction, with standard shoulders, a center median, and dedicated turn lanes where needed. See Attachment B-1 for the Project Area and Attachment C for Typical Sections. Additional details of each alternative are provided below:

p. 12  
245  
No  
HOV  
in TRC!

Alternative 1 (No Build Alternative): Under this alternative, no reconstruction or improvements would be made to the existing SR-60/Theodore Street interchange other than routine roadway maintenance and currently approved improvements. See Attachment B-2 for the No Build Alternative.

Alternative 2 (Modified Partial Cloverleaf - Mod Type L-7/L-8): This alternative avoids an existing residential development located in the northeast quadrant of the interchange. It would reconstruct and improve the existing interchange in a modified Type L-7/L-8 configuration. Improvements would include construction of new

alternatives will impact existing overhead electrical lines located along the west side of Theodore Street. An existing domestic water line located along the south side of SR-60 may also be impacted. The need for relocation of these lines will be confirmed during PA/ED.

**Railroad:**

There are no railroad facilities within the project limits.

**9. STAKEHOLDER INVOLVEMENT**

The draft environmental document prepared for this project will be publicly noticed and circulated as applicable. Specific outreach efforts will be undertaken to invite response to this proposed project from the adjoining properties within 500 yards of project site.

The City, the project sponsor, has regularly attended Project Development Team (PDT) meetings. The City has stated that to their knowledge there is no opposition to the proposed project. ✓

**10. ENVIRONMENTAL DETERMINATION/DOCUMENTATION**

A Preliminary Environmental Analysis Report (PEAR) has been prepared for this project, and is attached herewith as Attachment E. At this time, it is anticipated that this project will be funded solely through local funds. However, with a possibility of securing federal funds during project development, the PEAR has been developed to comply with both CEQA and NEPA. Based on the preliminary evaluation conducted as part of the PEAR, the anticipated environmental document for this project is an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration (MND) under CEQA, and Finding of No Significant Impacts (FONSI) for NEPA.

Based on the technical summaries described in the PEAR, it is expected that impacts associated with all build alternatives would be mitigated to a level below significance. The total cost estimates for potential mitigation measures and permits associated with all build alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with commitments above should be assumed at up to \$250,000. The schedule associated with the IS/MND is expected to have a duration of approximately 15 to 18 months.

Several technical studies are required for this proposed project. It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if

LEVEL 2 - RISK REGISTER		Project Name: SR 610 Theodore Street interchange			Erizo Subor			Risk Register				
ID #	Type	Category	Title	Risk Description	Probability	Cost Impact	Time Impact	Relevance	Severity	Response Actions	Risk Owner	Updated
1	Threat	PCW	Right of Way Acquisition	Unclear acquisition required from LAND	2-Low	2-Low	4-Medium	Do not influence risk	Medium	Review acquisition to Right of Way acquisition in a timely manner.	PM Manager	1/22/2013
2	Threat	Design	Not Started in Scope	Design (not start) could be delayed, resulting in materials for design	Substantial	1-Very Low	4-Medium	Do not anticipate risk	Medium	Check contractual agreement from District on the starting point for work to be done to be project	Design Manager	1/22/2013
3	Threat	PM	Back of Project Funding	Allocation of funds for the construction of the project	1-Very Low	1-Very Low	6-Very High	Do not anticipate risk	Accept	Make budget with little self interest	Project Manager	1/22/2013
4	Threat	PM	Quality of Work/Performance	Due to the project's proximity to the site, the quality of work/Performance may be affected by the project's proximity to the site	3-Moderate	4-Medium	8-High	Do not anticipate risk	Accept	Make budget with little self interest	Project Manager	1/22/2013
5	Threat	Design	Design	There is no DR (Design Review) being done before the starting Theodore Street Bridge	Substantial	4-Medium	6-High	Do not anticipate risk	Accept	Make budget with little self interest	Project Manager	1/22/2013
6	Threat	DES	Analysis Plan	Analysis plan is not complete	2-Low	2-Low	6-High	Do not anticipate risk	Accept	Make budget with little self interest	Project Manager	1/22/2013
7	Threat	Design	Traffic Study Scope	Due to the project's proximity to the site, the quality of work/Performance may be affected by the project's proximity to the site	Substantial	8-High	8-High	Do not anticipate risk	Accept	Make budget with little self interest	Project Manager	1/22/2013

Use Gordon  
please - 2/20/13

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL  
PROJECT NO. 801 0052 70 77**

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

**RECITALS**

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

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

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

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

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

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



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CONSULTANT SERVICES  
PROJECT NO. 801 0052 70 77**

**DESCRIPTION OF PROJECT**

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

**STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS**

**Project No. 801 0052 70 77**

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

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

**TERM OF AGREEMENT**

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

**TIME FOR PERFORMANCE**

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

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

Or

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

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

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

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

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

**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

GENERAL LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his

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files and his subconsultants, if any.

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

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

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

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



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

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

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

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

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

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's

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

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

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

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

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

Consultant Company

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

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

DATE: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
City Clerk (not needed if City Manager signs)

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

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

CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

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

EXHIBIT "C"

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$\_\_\_\_\_.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice and a hard copy invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. 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 milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at [miab@moval.org](mailto:miab@moval.org) or calls directed to (951) 413-3115.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

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

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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Revised 4/16/13

#### EXHIBIT "D"



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, or cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

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## LIST OF SUBCONSULTANTS

PROJECT NAME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

CONSULTANT NAME: \_\_\_\_\_

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

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

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

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

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

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

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

Distribution: 1) Original – Local Agency File

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

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

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

Distribution: 1) Original – Local Agency File

**EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION**

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert Number	12. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	14. Total % Claimed _____ %
20. Local Agency Contract Number _____			
21. Federal-aid Project Number _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____	15. Preparer's Signature _____	
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____	16. Preparer's Name (Print) _____	
<b>Caltrans to Complete this Section</b>		17. Preparer's Title _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	18. Date _____ 19. (Area Code) Tel. No. _____

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment  
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

## INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** - Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's) Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-01 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** - Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** - Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** - The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

### Caltrans Section:

*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** - Clearly enter the name of the DLAE.
29. **DLAE Signature** - DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.



Accelerated Project Delivery.  
Established Relationships.  
Proven Success.

June 13, 2013

Ms. Margery Lazarus, P.E. | *Senior Engineer*  
**City of Moreno Valley**  
Capital Projects Division  
14325 Frederick Street, Suite 9  
Moreno Valley, CA 92552-0805

**Subject: Work Plan and Cost Proposal for Professional Consultant Services for the State Route 60/Theodore Street Interchange Improvements Project No. 801 0052 70 77**

Dear Ms. Margery Lazarus:

Thank you for selecting RBF Consulting for performing services relative to the SR-60/Theodore Street interchange. We are excited to work with the City on this very important project. I am pleased to provide you with our revised work plan and cost proposal for the Project Report, Environmental Document, and Plans, Specifications and Estimate. Based on our discussions, the following was revised or included in the scope of work and cost proposal:

- Included support for completing funding applications to the Riverside County Transportation Commission and support the City in identifying additional funds for the interchange;
- Included alternatives analysis and traffic analysis for the following three (3) additional build alternatives to identify the most efficient interchange configuration relative to operational performance;
  - Collector Distributor Road Systems between Theodore Street and Gilman Springs Road to address deficient performance and non-standard interchange spacing;
  - Roundabout Interchange;
  - Single Point Urban Interchange;
- Included Subsurface Fault Evaluation relative to the adjacent active Claremont segment of the San Jacinto Fault Zone;
- Expanded Ramp Closure Study to include the Alessandro Road and Gilman Springs Road intersection;
- Included development of a stage construction concept for the interchange to remain open to traffic during construction;
- Expanded limits of Aerial Deposited Lead Study from Theodore Street to Gilman Springs Road;
- Additional research and investigation for asbestos containing material within the existing Theodore Street bridge based on recent encounter during construction of the Nason Street Overcrossing;
- Consideration and exploration with Caltrans to develop a NEPA CE in lieu of EA/FONSI to expedite project approvals;
- Adjusted cost proposal to include current overhead rates;

These inclusions and revisions to the scope of work will add benefit to the work plan to ensure project delivery is streamlined through Caltrans approvals. It is important to consider additional alternatives early to make sure the most efficient interchange configuration is evaluated through the environmental process relative to operational performance, accommodation of growth, and minimizing construction costs. Please feel free to call me at 909/974-4922 if you have any questions.

Respectfully,

**Timothy Haile, PE**  
Project Manager  
909/974-4922 | [thaile@rbf.com](mailto:thaile@rbf.com)

**EXHIBIT B-1**  
**CONSULTANT'S PROPOSAL**



**EXHIBIT B-2**  
**SCOPE OF WORK**  
**AND**  
**COST PROPOSAL**

**SR-60/Theodore Street Interchange Improvement Project  
Project Approval and Environmental Document Phase**

Scope of Work  
Exhibit "B"  
June 13, 2013

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## **PHASE 1 – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT**

### **1.0 Draft Project Report Approved by Caltrans**

#### **1.1 Task Management and Meetings**

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

#### **Deliverables:**

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

#### **1.2 Project Scoping**

CONSULTANT will coordinate and attend four (4) project scoping meetings with the City of Moreno Valley (CITY) and CALTRANS. The purposes of the project scoping meetings are to initiate the project with CALTRANS. CONSULTANT will prepare materials for the meetings and document correspondences with the CITY, County, and CALTRANS.

The following meetings will be held with the CITY and CALTRANS:

- Project Management Meeting – meeting to discuss the project approach with CITY and CALTRANS management.
- Project Scoping Meeting – meeting to discuss scope of work assumptions and approach with CITY and CALTRANS staff reviewing the project documents.
- Project Schedule Meeting – meeting to discuss project schedule with CALTRANS management and staff to obtain approval of sequence and duration of all activities. Tracking and understanding the significance of the schedule will aid in ensuring timely task completion in order to deliver the accelerated project delivery goal.
- Risk Management Meeting – meeting to identify and discuss project risks and complete CALTRANS risk register. The risk register will be reviewed on a quarterly basis with Project Development Team (PDT) Meetings

**Deliverables:**

- Project Scope of Work Assumptions
- Risk Register

**1.3 Project Scheduling**

CONSULTANT shall submit a project schedule to for PA&ED for review and approval by the CITY and Caltrans. At the formal initiation of the PA&ED phase with Caltrans District 8, the schedule shall be submitted to the Caltrans Project Manager and revised as necessary. CONSULTANT will include the following elements in the schedule:

- Work items and deliverables;
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities;
- The schedule shall include all data necessary to represent the total project;
- The order, sequence, and interdependence of significant work items shall be reflected on the schedule

Once the project schedule is approved by the CITY and Caltrans, CONSULTANT will set the baseline schedule for the project. CONSULTANT will continue to monitor and track all tasks and update the project schedule accordingly. CONSULTANT will prepare a 60 day outlook summary schedule for the monthly PDT meetings. CONSULTANT will prepare a detail deliverables log to track and monitor all submittals and reviews of each of the deliverables within this scope of work.

**Deliverables:**

- Approved Project Schedule with Baseline

**1.4 Project Funding Support**

CONSULTANT will prepare funding application for Riverside County Transportation Commission (RCTC) Call for Projects. CONSULTANT will coordinate with RCTC on technical documentation in support of the application.

**Deliverables:**

- Technical Documentation for RCTC Call for Projects

**1.5 Geometric Alternatives Analysis**

In conjunction with traffic analysis, CONSULTANT will prepare preliminary horizontal geometrics for six (6) build alternatives. The following six (6) build alternatives will be evaluated:

- PSR-PDS Alternative 2 – Modified Partial Cloverleaf Interchange
- PSR-PDS Alternative 3 – Spread Diamond Interchange
- PSR-PDS Alternative 4 – Modified Spread Diamond Interchange
- Alternative 5 – Collector-Distributor Road Between Theodore Street and Gilman Springs Rd Interchanges
- Alternative 6 – Roundabout Interchange
- Alternative 7 – Single Point Urban Interchange

The six (6) build alternatives will be analyzed for geometric and operation feasibility based upon traffic analysis. CONSULTANT will determine based upon the analysis, which two (2) build alternatives will be carried forward into PA/ED phase. CONSULTANT will

assess qualitatively the impacts of the build alternatives and compare to project purpose and need in order to reject two build alternatives. CONSULTANT will prepare matrix comparing six (6) build alternatives, such as geometric design, traffic operations, impacts, design exceptions, environmental impacts, right of way impacts and other variables. The comparison will be rated using numeric ratings and low, medium, high ratings for each of the six (6) build alternatives

#### ***Deliverables***

- *Preliminary horizontal geometrics for six (6) build alternatives*
- *Identify two (2) build alternatives for PA/ED phase*

#### **1.6 Traffic Analysis and Study**

##### ***Traffic Counts***

The latest traffic counts are several years old and will need to be updated with fresh counts. For budgeting purposes peak-hour turning movement counts at the 8 study intersections and 24-hour tube counts at 4 locations were assumed. The study intersections will be:

- Theodore Street/Ironwood Avenue
- Theodore Street/Westbound SR-60 Ramps
- Theodore Street/Eastbound SR-60 Ramps
- Theodore Street/Fir (Eucalyptus) Avenue
- Redlands Boulevard/Ironwood Avenue
- Redlands Boulevard/Westbound SR-60 Ramps
- Redlands Boulevard/Eastbound SR-60 Ramps
- Redlands Boulevard/Fir (Eucalyptus) Avenue

Counts will also be performed at the Gilman Springs Road Interchange which, in combination with the turning movement counts at the 8 study intersections, will enable us to determine the through, merging, and diverging volumes of the study freeway sections.

##### ***RIVTAM Traffic Demand Forecast and Technical Memorandum***

The purpose of this task is to estimate the volume of traffic generated by the study area that uses the Theodore Interchange now and that may use it in the future. This task will also estimate the traffic demand at SR-60 at Redlands Blvd and SR-60 at Gilman Springs Rd interchanges. The demand information generated by this task (for example westbound on-movements in the morning peak hour, eastbound off-movements in the evening peak hour, etc.) will be used as inputs to the VISSIM modeling in a subsequent task.

CONSULTANT will modify the version of the RIVTAM model that was developed for the World Logistics Center (WLC) project by changing the modeled years to match the study years, 2017 and 2040. Among the modifications is the development of a new scenario with the Moreno Highlands Specific Plan land uses and network. We will then run the model and generate forecasts for the traffic on the study segments of SR-60 and the

turning movements at the ramp intersections. The forecast volumes will cover the following study years:

- Existing Conditions. This is not really a forecast, but rather a reporting of traffic count data in a format consistent with the future-year forecasts.
- Opening Year Conditions (2017). The background assumptions will include the Existing land uses and roadway network plus other known projects expected to be complete by 2017, including Phase 1 of the WLC.
- Cumulative Conditions per General Plan (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY. For the WLC site we will assume the Moreno Highlands Specific Plan (MHSP), not the WLC, since that is the official plan at the time of this study.
- Cumulative Conditions with WLC (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY, except that for the WLC site we will assume the full build-out of the WLC.

In the case of this project there is no need to prepare separate with- and without project demand forecasts because the interchange project itself will not generate any traffic. Also, since the existing interchange accommodates all four movements there is no suppressed demand or demand that diverts to other interchanges that might complicate the analysis.

Once the forecasts are complete CONSULTANT will prepare a technical memorandum describing the components of the model, the land use and network assumptions, and the forecast traffic volumes for each study year.

#### ***VISSIM Analysis of Interchange Alternatives***

CONSULTANT will perform a VISSIM analysis of traffic flows along SR-60 in both directions from the eastbound off-ramp of the Gilman Springs Road Interchange to the westbound off-ramp of Moreno Beach Drive Interchange, including weaving analysis, for the existing and four alternative configurations for the Theodore Street interchange. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps.

The section of Theodore Street from Fir (Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses shall cover the AM and PM peak periods. This analysis will focus on the LOS of the eight study intersections, and issues regarding queuing and storage space for turning movements.

The study will cover the AM and PM peak-hour traffic conditions for the following 28 scenarios:

- Existing without project (Alt 1)
- Existing + Alt 2



- Existing + Alt 3
- Existing + Alt 4
- Existing + Alt 5
- Existing + Alt 6
- Existing + Alt 7
- Opening year (2017) without project (Alt 1)
- Opening year + Alt 2
- Opening year + Alt 3
- Opening year + Alt 4
- Opening year + Alt 5
- Opening year + Alt 6
- Opening year + Alt 7
- Design Year (2040) with General Plan (MHSP) and without project (Alt 1)
- Design Year (2040) w/ General Plan + Alt 2
- Design Year (2040) w/ General Plan + Alt 3
- Design Year (2040) w/ General Plan + Alt 4
- Design Year (2040) w/ General Plan + Alt 5
- Design Year (2040) w/ General Plan + Alt 6
- Design Year (2040) w/ General Plan + Alt 7
- Design Year (2040) with WLC and without project (Alt 1)
- Design Year (2040) w/ WLC + Alt 2
- Design Year (2040) w/ WLC + Alt 3
- Design Year (2040) w/ WLC + Alt 4
- Design Year (2040) w/ WLC + Alt 5
- Design Year (2040) w/ WLC + Alt 6
- Design Year (2040) w/ WLC + Alt 7

The intersections shall be analyzed using Highway Capacity Manual (HCM) Chapter 16 methodologies for signalized intersections and HCM Chapter 17 methodologies for unsignalized intersections. Freeway segments will be analyzed using HCM operational analysis.

**Ramp Closure Study**

CONSULTANT will perform a ramp closure study in accordance with CALTRANS' *Community Impact Assessment*<sup>1</sup> guidelines. The purpose of the ramp closure study is to identify the likely impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts.

The study area will be bounded by Ironwood Avenue in the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. Within this area Parsons Brinckerhoff will:

---

<sup>1</sup> *Community Impact Assessment, Standard Environmental Reference, Environmental Handbook Volume 4*, Caltrans, October 2011

- Identify homes and businesses that may currently use the Theodore Street Interchange and determine the degree to which they are dependent on freeway access.
- Identify alternatives for crossing or accessing SR-60 during the period of closure and determine the travel costs, delay, and safety impacts of prolonged closure of the Theodore Street interchange.
- Determine whether measures are needed to improve the viability of the alternate routes and, if so, identify appropriate measures. Estimate the cost of these measures.
- Identify routes for through traffic that may currently use the Theodore Street Interchange and determine the travel cost, delay, and safety impacts of prolonged closure of the interchange.
- Identify routes for emergency response vehicles that may currently use the Theodore Street interchange and determine delay to response time and facility locations

CONSULTANT will document the methodology and conclusions of the ramp closure study and incorporate it into the traffic impact assessment.

#### ***Traffic Impact Analysis Report***

CONSULTANT will prepare a Traffic Impact Analysis report in conformance with Caltrans guidelines<sup>2</sup> that will document the results of the previous tasks.

#### ***Deliverables***

- Traffic Safety and Accident Analysis
- Traffic Methodology and Forecasting Memorandum
- Draft/Final Traffic Forecast Volumes Report
- Draft/Final Traffic Study
- Ramp Closure Study

#### ***1.7 Obtain Right of Entries***

CONSULTANT will obtain right of entries for nine (9) affected parcels to support environmental and engineering studies. The following are the tasks involved:

- Creation of necessary Right of Entry documents and securing approval as to form from Project Team.
- Contact and negotiations with private property owners and securing execution of required agreements.
- Provision of regular status updates to any relevant parties part of the Project Team.
- If necessary, facilitation of any payments from CITY to private property owners via mail.
- Reasonable assistance to project survey team with special owner requests and access concerns.

---

<sup>2</sup> *Guide for the Preparation of Traffic Impact Studies*, Caltrans, December 2002

**Deliverables**

- Right of Entry for Nine (9) Parcels

**1.8 Selection of Locally Preferred Alternative**

CONSULTANT will prepare matrix comparing two (2) build alternatives to select a locally preferred alternative (LPA). Geometric design, traffic operations impacts, design exceptions, environmental impacts, right of way impacts and other variables will be compared between the two (2) build alternatives. CONSULTANT will prepare power point presentation and present LPA evaluation in Study Session with CITY Council for consideration and input. A PDT focus meeting will be held to discuss the evaluations and results. A memorandum will be prepared and sent to the PDT summarizing the findings of the comparisons for review and approval by the PDT. Upon agreement, the PDT will choose a LPA. The selection of the LPA will begin at-risk Geometric Approval Drawings, PS&E, and supporting engineering design and reports based upon the LPA.

**Deliverable**

- Locally Preferred Alternative Memorandum
- Selection of Locally Preferred Alternative

**1.9 Construction Phasing Plan**

CONSULTANT will develop construction phasing plan to determine phasing of construction for the interchange based upon available funding. The construction phasing plan will be based upon the LPA. The construction phasing plan will be based upon two (2) phases and will be determined using construction cost estimates for each phase and traffic operations in opening year (2017). CONSULTANT assumes the remaining improvements after phase 1 will be constructed by 2040 and completes the selected LPA. CONSULTANT will prepare one (1) exhibit at 1"=100' for each construction phase. The construction phasing plan will verify constructability and feasibility of construction phasing.

**Deliverable**

- Construction Phasing Plan for Locally Preferred Alternative

**1.10 Draft Project Report**

CONSULTANT will prepare a Draft Project Report (PR) in accordance with Caltrans' PDPM. The Draft PR shall contain a discussion of the existing conditions, the need for improvements, and the alternatives considered. The Draft PR will be submitted to Caltrans for review and comment.

**Deliverable**

- Administrative Draft PR
- Final Draft Project Report

## **2.0 Preliminary Engineering Studies Approved by Caltrans**

### **2.1 Task Management and Meetings**

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in six (6) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

#### ***Deliverables:***

- Attendance at bi-weekly project team conference calls
- Attend six (6) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

### **2.2 Geometric Plans for Project Alternatives**

CONSULTANT will prepare geometric plans at 1"=100' scale for two (2) build alternatives and will be included in the Draft Project Report. Geometric layout plans will be developed for two (2) build alternatives in accordance with Caltrans Plans Preparation Manual and Project Development Procedures Manual. Plans will show the developed geometrics, lane configurations, bike lanes, recreational trails, sidewalks, existing and proposed right-of-way limits, grading, as well as any retaining wall locations. Lane, shoulder, and right-of-way widths will be labeled. Comments received from the submittal of geometric plans will be reviewed and incorporated as required for final approval. The plans will be updated and revised for the Draft Project Report and Final Project Report.

#### ***Deliverables***

- Geometric design plans for two (2) build alternatives
- Established Project Footprint

### **2.3 Drainage Assessment**

CONSULTANT will identify drainage impacts including the improvements, relocation or realignment of adjacent channels, retention basins (i.e Sinclair Basin), storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts on and replacement of these facilities shall be analyzed and included in the cost estimate. CONSULTANT shall review drainage master plans prepared by Riverside County Flood Control District and CITY. Freeway drainage shall be reviewed to assess the

adequacy of the existing systems. Freeway, County and CITY drainage systems (including pump stations) shall be reviewed and the impacts of the proposed alternatives on these facilities shall be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices shall be reflected in the cost estimates.

CONSULTANT will prepare Location Hydraulic Study and Floodplain Evaluation Summary in accordance to Caltrans standards for two (2) build alternatives.

***Deliverables***

- Identification of Major Drainage Improvements on Layout Plans or, if required, individual drainage layouts
- Inclusion of Drainage Improvements in Cost Estimate
- Draft/Final Location Hydraulic Study
- Draft/Final Floodplain Evaluation Summary

**2.4 Storm Water Data Report**

CONSULTANT will develop the Storm Water Data Report for the two (2) build alternatives in conformance with current Caltrans requirements in the Caltrans Project Planning and Design Guide (July 2010). The SWDR will be developed in accordance to guidelines set forth for the PA / ED phase. The SWDR is to include the following information: Project description, identification of the receiving water bodies, geotechnical information, design pollution prevention and post-construction BMPs proposed, costs, and checklists. The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

***Deliverables***

- Draft/Final SWDR for PA/ED

**2.5 Conceptual Stage Construction Plan**

CONSULTANT will develop one (1) construction staging / traffic handling concept plan based upon the Ramp Closure Study. Any interim improvements identified in the Ramp Closure Study will be designed per the Highway Design Manual. CONSULTANT will develop one (1) construction staging / traffic handling concept plan based upon the interchange being open during construction if the full closure option is unfeasible based upon Ramp Closure Study. Conceptual construction staging / traffic handling concepts and exhibits shall be prepared to verify constructability and feasibility of traffic handling. The construction staging and traffic handling concept shall identify detour concepts that minimizes disruption and impacts to adjacent residents and businesses.

***Deliverable***

- One (1) Preliminary Stage Construction Design/Concept Plan based upon full closure of interchange during construction
- One (1) Preliminary Stage Construction Design/Concept Plan based upon interchange being open during construction

### **2.6 Preliminary Transportation Management Plan Data Sheet**

CONSULTANT will develop Transportation Management Plan Data sheets for the two (2) build alternatives to be included in the Supplemental Draft Project Report and Final Project Report in accordance with Transportation Management Plan Guidelines, June 2009. The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

#### **Deliverable**

- Draft/Final TMP Data Sheets

### **2.7 Utility Assessment**

CONSULTANT will identify proposed utility impacts associated with the two (2) build alternatives developed as part of this project. Existing major utilities shall be identified and shown using utility exhibits. Notifications will be prepared to obtain the latest planned utilities with the project limits. Existing utilities will be mapped using utility company as-builts and correspondence, and will be verified by visual inspection. This task will be performed in support of updated Utility Information Sheets for attachment to the Right of Way Data Sheets.

#### **Deliverable**

- Utility Information Sheet for two (2) build alternatives (for inclusion into ROW Data Sheets)
- Utility Conflict Map for two (2) build alternatives

### **2.8 Right of Way Data Sheets**

CONSULTANT will assess right-of-way impacts for the two (2) build alternatives developed in the Draft Project Report. Right of Way Data will be prepared for the two (2) build alternatives in accordance with Caltrans standards and procedures, including Utility Information Sheets. CONSULTANT is an approved right of way consultant, will assist in evaluating and determining cost estimates for the Right of Way Data Sheets.

#### **Deliverable**

- Draft/Final Right-of-way Data Sheets for two (2) build alternatives
- Preliminary Right of Way Requirement Maps for two (2) build alternatives

### **2.9 Life Cycle Cost Analysis**

CONSULTANT will prepare a Life Cycle Cost Analysis. CONSULTANT will utilize the current and updated Life Cycle Cost Analysis Procedures Manual, Project Development Procedures Manual (PDPM) and the Highway Design Manual, (6th Edition) to prepare and document life cycle costs for pavement for review and approval by Caltrans. Four pavement alternatives will be analyzed for the project. Each alternative will be analyzed using RealCost software provided by Caltrans to determine the initial construction costs, project support costs, future maintenance and rehabilitation costs, total agency costs, user costs, and total life cycle costs. The results of the approved LCCA from the PA/ED phase will be incorporated into the development of the Materials Report developed during the PS&E phase.

**Deliverable**

- Draft/Final Life-Cycle Cost Analysis

**2.10 Preliminary Geotechnical Investigations and Evaluation**

**Initial Site Assessment Memorandum**

The purpose of the Initial Site Assessment (ISA) is to evaluate potential recognized environmental conditions (RECs) on and around the proposed site/alternatives that would affect future project construction. The proposed ISA will be performed in general accordance with the current ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process E 1527-05". The document will also be prepared under the ISA guidelines discussed in Chapter 18 of the Caltrans *Project Development Procedures Manual* dated February 28, 2006.

The ISA will include a site reconnaissance with photographic coverage, owner and user screen questionnaires, environmental database review, records search from Caltrans and local city agencies, completion of the Caltrans ISA checklist, and historical records review including aerial photographs and topographic maps. An illustrated ISA Report will be submitted that includes our conclusions and recommendations.

The property owners will be contacted at commencement of ISA activities so that access and interviews can be obtained in a timely manner. If the ISA identifies RECs that should be investigated, we will coordinate necessary project aspects with the Caltrans Environmental Engineering.

It was assumed that nine (9) parcels will be investigated for the purposes of the ISA.

An ISA cannot wholly eliminate uncertainty regarding hazardous environmental condition(s) at impacting a property. Performance of this ISA is intended to reduce, but not eliminate, uncertainty regarding the potential for hazardous environmental conditions at or impacting a property, and this practice recognizes reasonable limits of time and cost.

**Aerially Deposited Lead Survey Memorandum**

CONSULTANT will conduct an Aerially Deposited Lead (ADL) survey for the proposed alignments/alternatives. Our ADL sampling will consist of pre-sampling activities (including preparation of a work plan, a health and safety plan, and underground utility clearance), direct-push soil sampling, analytical laboratory testing for lead, statistical analysis and report preparation, as describe in the following subsections:

- Pre-Sampling Activities: CONSULTANT will prepare ADL Survey Memorandum to determine if ADL surveys will be required in coordination with CALTRANS. The project site will be qualitatively assessed for potential of ADL to exist along the SR-60 from Redlands Avenue to Gilman Springs Road. If ADL is present, CONSULTANT will prepare a Work Plan for this fieldwork and submit to Caltrans for their approval prior to the start of work. It should be noted that Caltrans may require additional sampling activities based on their review of the Work Plan. We will also prepare a Health and Safety Plan (HSP) for this fieldwork, in

compliance with the Occupational Safety and Health and Administration (OSHA) regulation 29 CFR 1910.120 and signed by a Certified Industrial Hygienist. We will mark proposed boring locations and Underground Service Alert (USA) will be contacted prior to our subsurface exploration, to designate underground utility locations.

- Direct-Push Soil Sampling: CONSULTANT previously conducted an ADL Survey to the SR-60 East-Bound Widening between Redlands Boulevard and Theodore Street in August 2008. CONSULTANT will use the information from this report to avoid duplicate sampling activities. Sampling intervals for this project are assumed to be 400 lineal-feet for a total of 34 borings. The borings will be advanced using a direct push truck-mounted drill rig, sampling soils at depths of ½-, 1-, 2- and 5-feet below existing exposed grade. The soil samples will be collected in acetate sleeves, placed in an ice-cooled chest for temporary storage and transported to laboratory certified by the California Environmental Laboratory Accreditation Program for analysis as described below. Traffic Control will conform to Caltran's Standard Plan T10 for shoulder closures.
- Analytical Laboratory Testing: Collected soil samples will be analyzed by a fixed based State Certified Laboratory for total threshold limit concentration (TTLC) lead by EPA Method 6010B. Samples with TTLC lead above 50 mg/kg but less than 1,000 mg/kg will be analyzed for Soluble Threshold Limit Concentration (STLC) by California (CA) Waste Extraction Test (WET) method using citric acid (WET-CITRIC). Samples that exhibit a TTLC exceeding 400 mg/kg but lower than 3,397 mg/kg will be analyzed with an additional CA WET method using deionized water (WET-DI). An additional 10% of random soil samples will also be analyzed for WET-CITRIC and WET-DI. Soil samples with TTLC lead > 1,000 mg/kg will also be analyzed by the Toxicity Characteristic Leaching Procedure (TCLP) by EPA Method 1311. An additional 10% of random soil samples will also be analyzed for TCLP if deemed necessary for the statistical analysis. For the purposes of this cost estimate, it is assumed that 20 soil samples will be analyzed for STLC WET-CITRIC, STLC WET-DI, and TCLP. In addition, 10% of the soil samples (12 soil samples) will also be analyzed for soil pH by EPA Method 9045.
- ADL Report: CONSULTANT will analyze field and laboratory data and prepare a letter-report summarizing results of this soil sampling and analysis. We will perform a statistical evaluation of these soil samples tested for lead to characterize the soil to an 80% confidence interval. This statistical analysis will be performed in accordance with SW-846, Chapter 9. Our report will include conclusions and recommendations and will be signed by a California registered Professional Geologist or Engineer (PG or PE).

#### **Asbestos and Lead-Based Paint Sampling Memorandum**

Purpose of this asbestos and lead-based paint sampling on the Theodore bridge (PM 21.37, Bridge No. 56-0488) is to look for hazardous materials that may require special handling or disposal during bridge demolition/modification/augmentation construction. CONSULTANT will research as-built and/or maintenance records for the bridge to determine the existence of potential asbestos containing materials within the existing bridge. CONSULTANT will oversee and coordinate asbestos and lead-based paint sampling by a qualified subcontractor. The following is a breakdown of our anticipated



scope of work for sampling and analysis of surficial materials obtained from the bridge structure.

- Provide required traffic control and scissors-lifts for this sampling.
- An HSA field representative will visit the bridge to establish appropriate sampling locations.
- We will then conduct an asbestos and lead-based paint survey in accordance with all applicable regulatory and professional requirements, in anticipation of structure demolition/modification/augmentation construction.
- Sampling locations will be digitally photographed.
- Provide written documentation of our survey including observations, evaluations/findings, photo exhibits and sample test results.

Destructive testing is not included in the above survey. If review of the maintenance documents do not provide sufficient information with regards to potential asbestos containing materials within the bridge structure (asbestos pipes within sidewalk similar to Nason Bridge), destructive testing may be warranted to further verify. This testing/potholing can be conducted at the time of the structure demolition by a licensed abatement contractor with appropriate precautionary measures. CONSULTANT will include as a provisional line item in the bid documents to verify the presence and disposal of such materials during construction.

#### **Preliminary Materials Memorandum**

CONSULTANT will prepare a preliminary materials report addressing the materials conditions and pavement design aspects based on exiting information and previous testing performed during design and construction of interim improvements of the exiting interchange. The report will generally follow the requirements of Topic 114 and Chapter 600 of Caltrans *Highway Design Manual* (HDM). Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

#### **Preliminary Geotechnical Design Memorandum**

CONSULTANT will prepare a preliminary geotechnical design report based on exiting available information and those collected during design and construction of the adjacent Skechers building and interim improvements of the existing interchange. The collected information will be evaluated and provided in this preliminary GDR, including site geology, subsurface conditions, faulting and seismicity, corrosion potential, earthwork and grading (including slope gradients), roadway structural sections/pavement design, excavations, lateral earth pressures, material specifications, material sources and disposal. Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG). A site reconnaissance will be performed to observe surface conditions.

#### **Preliminary Structures Foundation Report**

CONSULTANT will prepare a preliminary SFR based on exiting bridge information and those collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. It is assumed that CONSULTANT will provide as-built information regarding existing bridge including previous LOTBs. The

collected information will be evaluated and provided in this preliminary SFR, including site geology, fault rupture, and the selection of specific foundation type for the bridge. Our report will be prepared in general accordance with Caltrans Guidelines (updated December 2009) and signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG).

#### **Subsurface Fault Evaluation**

The proposed SR-60/Theodore Street Bridge structure is located between a mapped un-named fault splay and the State of California Alquist Priolo fault hazard zone. This nearby zone contains the active Claremont segment of the San Jacinto Fault Zone. CONSULTANT will perform a subsurface fault evaluation to explore the proposed bridge structure. This study is proposed to further determine if active faulting exists within the northwesterly portion of the interchange which would "shadow" the bridge structure. This scope is not intended to completely review and evaluate the entire interchange area (off and on-ramps), but to provide an evaluation of the bridge structure area only. Based on previous nearby work, one approximately 300-foot long trench to an estimated depth of 15 feet is planned in the vacant field northwest of the bridge. CONSULTANT and CITY will obtain right of entry to perform this work. This trench location is selected to intercept a parallel projection of the mapped un-named fault, if it were to cross through the subject bridge structure. CONSULTANT will perform the following tasks:

- Coordination with CITY representatives for site access of equipment and location of the proposed trench.
- Obtain and review sequential pairs of historical aerial photos to evaluate geomorphic patterns that could be the result of past ground rupture/faulting.
- Dig Alert notification and site coordination.
- Trench excavation equipment, supervision and trench preparation (manual scraping off excavation smear), logging and review of approximately 300 lineal feet of fault trench to an approximate depth up to 15 feet below ground surface (bgs). The fault trench will be examined by a Certified Engineering Geologist and logged by a geologist at a detailed scale of 1 inch to 5 feet. If encountered, fault locations will be field staked for surveying purposes.
- Compaction equipment, compaction testing and associated laboratory testing during backfill of trench.
- Preparation of an illustrated report (4 copies plus pdf on CD) summarizing the results of the investigation. The report will address current geologic conditions and provide recommendations for additional studies (if needed) to be performed as additional work.

#### ***Deliverables***

- Draft/Final Initial Site Assessment (Phase 1)
- Draft/Final Aerially Deposited Lead Survey
- Draft/Final Asbestos and Lead Based Paint Sampling
- Draft/Final Preliminary Materials Report
- Draft/Final Preliminary Geotechnical Design Report
- Draft/Final Preliminary Structures Foundation Report

- Draft/Final Subsurface Fault Evaluation Report

### **2.11 Structure Advance Planning Studies (APS)**

The Advance Planning Study (APS) will be developed based upon the bridge structures for the two (2) build alternatives and SPGDR. Consideration will be given to span lengths, structure depth, column locations and types of footing supports, falsework requirements, vertical and horizontal clearance (ultimate and during construction), stage construction, railing types, including temporary rails, approach slabs, slope paving, and other controls. To ensure that traffic handling is given proper consideration in the early design stages, traffic handling and falsework assumptions will be identified including falsework openings during construction. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure improvements.

#### **Deliverable**

- Draft/Final Advance Planning Studies for two (2) structures

### **2.12 Conceptual Bridge Architecture**

CONSULTANT will develop two (2) renderings/visual simulations of conceptual bridge architecture aesthetics for two (2) build alternatives. Two (2) bridge architecture concepts will be developed and applied to proposed bridges for build alternatives. Renderings will include unique bridge aesthetics details, such as faux cables, spires, etc to illustrate the vision for the Golden Triangle.

#### **Deliverable**

- Visual simulations for two (2) bridge aesthetics concepts
- Final concept plan for the APS
- Preliminary Cost Estimate

### **2.13 Preliminary Landscape and Aesthetics Plan**

CONSULTANT will prepare one (1) preliminary landscape and aesthetics concept layout for two (2) build alternatives. The preliminary concepts will be based upon the Route 60 Corridor Master Plan for Aesthetics and Landscaping. It is assumed the SR-60/Theodore Street interchange is not a gateway interchange to the City. The purpose of the layout is to determine ground treatments, locations of water quality basins [Best Management Practices (BMP)] and determine impervious areas based on landscape and hardscape treatments. Landscaping and Aesthetics will be developed in accordance with CALTRANS and CITY standard maintenance requirements within the interchange. Final landscaping and aesthetics will be developed during PS&E using Aesthetics Committee and Workshop approach by CONSULTANT.

#### **Deliverable**

- Preliminary Landscape and aesthetics concept layout for two (2) build alternatives
- Preliminary Cost Estimate

### **2.14 Preliminary Cost Estimates**

CONSULTANT will prepare cost estimates for the two (2) build alternatives to be analyzed in the Project Report. Project Report level cost estimates shall be prepared based on the preliminary engineering plans and in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 20.

#### **Deliverable**

- Cost Estimates for two (2) build alternatives

### **3.0 Fact Sheets for Exceptions to Design Standards Approved by Caltrans**

#### **3.1 Fact Sheets for Exception to Design Standards**

The geometric designs will be checked using Caltrans Design Information Bulletin Number 78-02 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-03 (Pedestrian Accessibility Guidelines for Highway Projects). Fact Sheets shall be developed to document reduced standard features within the two (2) build alternatives. Fact Sheets shall be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include Mandatory and Advisory standard design exceptions.

Exceptions to mandatory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Mandatory Fact Sheets. Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1. This scope assumes four (4) design exceptions to mandatory standards.

Exceptions to advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Advisory Fact Sheets. Advisory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 3. This scope assumes four (4) design exceptions to advisory standards.

#### **Deliverables**

- Draft/Final Mandatory Fact Sheets
- Draft/Final Advisory Fact Sheets

### **4.0 Prepare and Circulated Draft Environmental Document**

Environmental analyses will be performed for two (2) build alternatives to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). All technical studies and the environmental document will be reviewed by Caltrans. For purposes of this scope, one round of internal CONSULTANT project team review and two rounds of Caltrans review are anticipated for each deliverable.

CONSULTANT has prepared a PEAR that has been submitted to Caltrans for review but not approved (signed). The scope of work presented below is based on the draft PEAR and CONSULTANT's extensive knowledge of the project area.

An Environmental Document will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and 23 CFR 771. This scope of work is based on the IS/EA Annotated Outline dated October 1, 2012). CONSULTANT will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. CONSULTANT shall prepare, as separate deliverables in advance of the screencheck draft ED Caltrans approval, the project Purpose and Need and the Project Description.

The Purpose and Need and Project Description that will be circulated to Caltrans for review and approval will be a concise document that is appropriate for use in the technical studies. The Caltrans SER IS/EA template requires a more expanded Purpose and Need and Project Description in Chapter 1 of the IS/EA, which will be developed later in the process.

#### **4.1 Task Management and Meetings**

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in fourteen (14) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

#### **Deliverables:**

- Attendance at bi-weekly project team conference calls
- Attend fourteen (14) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

#### **4.2 Area of Potential Effects (APE) Map**

In consultation with Caltrans, CONSULTANT will develop an Area of Potential Effects (APE) map on a base map provided by the project engineer. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; utility relocations adjacent to project, not within a separate utility corridor; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and

all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project.

**Deliverables**

- Draft/Final Area of Potential Effects (APE) Map

**4.3 Water Quality Assessment Report (WQAR)**

CONSULTANT will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project’s potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

**Deliverables:**

- Draft/Final WQAR

**4.4 Noise Study Report**

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report (NSR) will be prepared to analyze two (2) build and a no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol (August 2011) requirements. Tasks to be completed by CONSULTANT include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.
- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans’ Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.

- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative when there are existing major roadways in the proposed alignment. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the actual 2035 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic will be capped at 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

**Deliverables:**

- Draft/Final NSR

**4.5 Noise Abatement Decision Report (NADR)**

CONSULTANT will prepare a Draft Noise Abatement Decision Report (NADR) following criteria described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, CONSULTANT will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, soundwall surveys will be prepared for review by Caltrans for properties which would be affected by soundwall construction. The approved soundwall surveys will be mailed to affected property owners during the public review period of the Draft ED.

A Final NADR will be prepared that incorporates the results of the soundwall surveys and final determinations regarding reasonable and feasible walls. The NADR is a design document that must be signed by the Project Engineer.

**Deliverables:**

- Draft/Final NADR

#### 4.6 Visual Impact Assessment (VIA)

Pursuant to the California Department of Transportation (Caltrans) Standard Environmental Reference (SER), CONSULTANT will provide a Visual Impact Assessment (VIA) that is consistent with the guidelines set forth by the *Federal Highway Administration Visual Impact Assessment for Highway Projects Guidelines*. The VIA report will be prepared consistent with the Caltrans Landscape Architecture Program's recommended Moderate VIA Annotated Outline. CONSULTANT assumes that two build alternatives will be analyzed as part of this scope of work. The analysis will discuss the following issue areas:

- Environmental Baseline Conditions – The existing visual setting will be qualitatively discussed for the project area. An inventory of existing conditions will also be documented by a site visit. CONSULTANT will also document the existing conditions from potential Key Views, as seen from within and to the project site. Key Views represent areas within sensitive viewer locations within and surrounding the project site, which also have views to the project features. This task assumes that up to four (4) Key Views will be selected for the project. A discussion of existing visual classification areas will also be provided.
- Visual Resource Analysis – Pursuant to Federal Highway Administration (FHWA) guidelines, CONSULTANT will analyze the existing visual character (i.e., form, line, color texture, dominance, scale, diversity, and continuity) and quality (i.e., vividness, intactness, and unity) from each Key View (up to four [4] Key Views will be considered for the project). CONSULTANT will consider the visual resource change for each Key View for each of the two build alternatives. The resultant visual change from baseline conditions will be discussed, as seen from surrounding public viewers.
- Summary of Resultant Visual Impacts – This analysis will summarize the resultant visual impacts from the proposed project (per visual assessment unit). The project's overall temporary construction, project operations, and cumulative conditions will also be considered. Avoidance, minimization, and/or mitigation measures will be recommended to reduce the visual impacts from the project and alternative, if any. Last, the resultant significance of visual impacts will be determined.
- Avoidance, Minimization, and Mitigation – CONSULTANT will provide a listing of potential avoidance, minimization, and/or mitigation measures to reduce any potential adverse impacts that may result as part of the proposed project.

*Photosimulations.* CONSULTANT will select preliminary Key Views for the proposed project, in consultation with Caltrans staff. Upon project kickoff, CONSULTANT will schedule site reconnaissance. At this time, professional photographs will be taken at multiple locations with a Fuji GX617 Panoramic camera providing a 2.25 x 6 inch film transparency. Back-up shots will be taken using a Nikon D1X digital camera. CONSULTANT will provide Caltrans staff with the preliminary photographs, at which time Caltrans will comment and approve up to four (4) Key View photographs for the project, which will then be simulated for the project.

Two (2) three-dimensional (3D) computer models will be prepared to simulate the project from up to four (4) Key Views. This scope assumes that two build alternatives



will be simulated. Site topography, paving, and landscape will be modeled at a level of detail that includes curb and gutter drainage swales, fences, and other significant objects. The various objects in the model will also be assigned color and material textures. The rendered subject will be superimposed into a photograph and foreground objects will be masked.

*Viewshed Mapping.* A viewshed analysis will be performed to determine potential areas that the proposed improvements would be visible within a one-mile radius. The data for the viewshed map will be created using Geographic Information System (GIS) technology and will include Digital Surface Model (DSM) data, which takes into account view blockage resulting from existing structures and vegetation. When the viewshed is completed, each cell within the viewshed will be given colored value to represent areas that can view the project site versus areas that cannot view the project site.

*Graphics.* In order to enhance the written text and clarify the viewshed and Key View locations, CONSULTANT will create 12 photosimulation exhibits that will depict both the existing and proposed conditions as well as a viewshed map exhibit.

***Deliverable***

- Draft/Final Visual Impact Assessment

***4.7 Farmland Technical Memorandum***

According to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. If farmlands will be disrupted by the proposed project, CONSULTANT will prepare Form AD 1006 for submittal to Caltrans. The results determine if mitigation will be required. The Land Evaluation and Site Assessment (LESA), originally developed by the NRCS, will be used for quantifying the merits of retaining, in agricultural use, parcels proposed for conversion.

***Deliverables:***

- Draft/Final Farmland Technical Memorandum

***4.8 Draft Relocation Impact Statement (DRIS)***

A Draft Relocation Impact Statement (DRIS) will be prepared in accordance with Chapter 602, Relocation Impact Documents, of the Caltrans Relocation Assistance and Housing Procedures Manual. This task includes a site visit, research, and preparation of the DRIS, including exhibits. The study will include the following items for all alternatives being studied:

- Number and type of residential and nonresidential displacements
- Current and anticipated availability of relocation resources
- A discussion of any relocation problems specific to this project, along with suggested solutions to those problems

After a preferred alternative has been selected, if required, a Final Relocation Impact Statement (FRIS) will be prepared in conjunction with the final environmental document.

Both the DRIS and the FRIS depend upon the provision of accurate Right of Way Data Sheets prepared by CONSULTANT. Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of Caltrans as they are typically done after completion of the PA/ED phase.

***Deliverables:***

- Draft/Final Relocation Impact Statement

**4.9 Air Quality Analysis Report (AQA)**

CONSULTANT will conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the environmental document. The proposed project is located within the South Coast Air Basin (SCAB) region of Riverside County. Therefore, the project is subject to the South Coast Air Quality Management District's (SCAQMD) rules and regulations.

The Air Quality Analysis Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions. The Air Quality Report will also analyze and discuss the presence/ absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts. In addition, the proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

The Air Quality Report will include the project listings from the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) and describe how the proposed project is consistent with those listings. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Coordination with EPA, Caltrans, and FHWA through SCAG's Transportation Conformity Working Group (TCWG) will be necessary to ensure that the proposed project would not violate/exacerbate air quality in the SCAB.

In addition to the air quality analysis, CONSULTANT will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas" required for NEPA delegation.

***Deliverables:***

- Draft/Final TCWG PM Hot Spot Form
- Draft/Final Air Quality Report

- Draft/Final Air Quality Report
- Draft/Final Air Quality Conformity Report and Checklist

#### 4.10 ***Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)***

Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) *Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology* (Revised February 2012<sup>3</sup>); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995<sup>4</sup> and 2010<sup>5</sup>)

This scope of work for paleontological resources includes the initial tasks that are required for this project. If findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the Caltrans *SER, EH, Volume 1, Chapter 8 – Paleontology*, such as a Paleontological Mitigation Plan (PMP). The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search.** CONSULTANT will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by CONSULTANT. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey.** Depending on the results of the locality search, CONSULTANT will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** CONSULTANT will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** CONSULTANT will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be

<sup>3</sup> <http://www.dot.ca.gov/ser/vol1/sec3/physical/Ch08Paleo/chap08paleo.htm>

<sup>4</sup> Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines*. Society of Vertebrate Paleontology *News Bulletin*, No. 163, January 1995: 22–27.

<sup>5</sup> Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources* Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. If required, the PMP must be completed prior to the beginning of construction. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present, and the purpose of the PMP is to develop mitigation, for those significant resources.

Occasionally the PIR/PER will determine that despite the results of the literature search, it is unlikely that the project will encounter significant resources during construction. This may be due to sediments or rock units in the project area not being sensitive for paleontological resources (such as being too young <10,000 years, or being a rock unit like granite or a metamorphic rock that do not contain fossils); or previous construction in the area removing the sensitive sediments, or burying the sensitive sediments with fill deeper than depths that which will be encountered during the project. In these cases, a PMP will not be required, and the reason will be specified in the PIR/PER.

#### ***Deliverables***

- Draft/Final PIR/PER

#### **4.11 *Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)***

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

**Native American Consultation.** As directed by Caltrans, CONSULTANT will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

**Records Search.** CONSULTANT will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands, California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

**Archival Research/Historic Outreach.** CONSULTANT will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, CONSULTANT will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. CONSULTANT will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. CONSULTANT stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

**Field Surveys.** CONSULTANT will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, then CONSULTANT will request additional budget authorization from the CITY before proceeding with any out of scope work.

**Historic Property Survey Report (HPSR).** CONSULTANT will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

**Archaeological Survey Report (ASR).** CONSULTANT will prepare an ASR that details results of the records search and archaeological field survey.

**Historical Resources Evaluation Report (HRER).** CONSULTANT will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

***Deliverables:***

- Draft/Final HPSR including:
- Draft/Final ASR;
- Draft/Final HRER (with DPR forms); and
- Native American consultation record (includes sample letters, phone logs, etc.).

**4.12 Jurisdictional Delineation (JD) Report**

A focused wetland/jurisdictional delineation will be completed by CONSULTANT according to Corps and CDFW criteria. Wetland delineations for Section 404 purposes must be conducted according to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008) and the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987). We anticipate that a routine delineation, tailored to the site characteristics, will be adequate. A jurisdictional “waters of the U.S.” determination will also be completed according to the current Corps standards. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The recommended time for conducting the jurisdictional delineation is between January and March. The results of the draft jurisdictional delineation/determination will require verification and approval by the Corps and CDFW.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of future permit application and for inclusion as a technical appendix in the environmental document. Accordingly, the report will identify and quantify jurisdictional areas and features by alternative, including a breakdown of wetlands and non-wetland waters of the U.S., as well as an estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional waters of the U.S.

The jurisdictional waters delineation, consisting of a map in the appropriate scale and data forms will be submitted to the Caltrans for review and approval.

***Deliverables:***

- Draft/Final Wetlands Delineation Report
- Rapanos Form

**4.13 Natural Environment Study (NES)**

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project.

The MSHCP serves as a comprehensive, multi-jurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the FESA of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating

jurisdictions to authorize the “take” of both the plant and wildlife species identified within the MSHCP area. Regulation of the “take” of threatened, endangered, and rare species is authorized by the Wildlife Agencies (USFWS and CDFW), which allow “take authorization” for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special status species (including Criteria Area and Narrow Endemic Plant species in context with the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include: focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a “Permittee” of the MSHCP, and receives “take” authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

CONSULTANT will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (CNDDDB) (California Department of Fish and Wildlife [CDFW], 2013) and the California Native Plant Society’s *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2013) will be examined. In accordance with Caltrans guidelines, CONSULTANT will be available to assist Caltrans with a letter request to the U.S. Fish and Wildlife Service (USFWS) for a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the Natural Environment Study (NES).

CONSULTANT will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, CONSULTANT will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of the CITY.

The proposed scope of services includes preparation of a draft NES to be reviewed by the CITY and Caltrans. CONSULTANT will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. CONSULTANT will respond to comments and update the NES as needed for completion of each cycle.

#### ***Vegetation Mapping and Field Surveys***

Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

#### **Focused Burrowing Owl Surveys**

The project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools.

CONSULTANT will conduct an habitat site assessment (HSA) of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFW and USFWS. Surveys will be conducted between February 1 and August 31 at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

#### **Focused Survey for Riparian Birds**

An HSA for riparian birds will be conducted within the entire project study area, as



required under the MSHCP. Preliminary review of the aerial photographs for the project area shows a vegetated drainage course along the southeastern portion of the project. This drainage may provide potential suitable habitat for the least Bell's vireo (*Vireo bellii pusillus*) (LBV). Focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS. Focused surveys for the other MSHCP riparian birds (southwestern willow flycatcher and yellow-billed cuckoo) are likely not required, which are anticipated to be confirmed by the results of the HSA. Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

#### **Focused Small Mammal Surveys**

The eastern end of the project, near Gilman Springs Road, is within the MSHCP designated survey area for Los Angeles pocket mouse (LAPM). CONSULTANT will conduct an HSA of the designated survey area within the project according to small mammal survey protocol. If suitable habitat for Los Angeles pocket mouse is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

If the project results in ground disturbance within the MSHCP designated survey area for LAPM, it is likely that focused surveys will be required. It is anticipated that a single complete survey (five consecutive nights of trapping) will be sufficient to determine the presence or absence of this species in the small mammal biological study area (BSA). Focused surveys will be conducted according to accepted state survey protocols between May 1 and September 15. Surveys for LAPM are contingent on weather and nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under CDFW permits for working with the LAPM.

#### **Habitat Site Assessment for Fairy Shrimp**

Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean and vernal pool fairy shrimp may be required.

If a focused fairy shrimp survey is required, this may impact the CITY's desired schedule. A complete survey consists of two wet season surveys within a 5-year period, or a wet season survey immediately preceded or followed by a dry season survey. Dry season surveys require special written authorization from the United States Fish and Wildlife Service (USFWS) and are not always permitted. If the HSA determines the need for a focused fairy shrimp survey, a separate scope and fee for the focused fairy shrimp surveys will be provided.

### **Habitat Site Assessment for Bats**

CONSULTANT will conduct a bat assessment at the bridge structure over SR-60 in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in order to satisfy CEQA requirements for special-interest species.

**MSHCP Consistency Report.** CONSULTANT will prepare a stand-alone MSHCP Consistency Report as an Appendix to the NES. The report will identify any requirements pursuant to the MSHCP objectives including the following:

- Conservation Requirements including Compliance with Criteria Cells and Public/Quasi-Public Lands conservation;
- Riparian, Riverine, Vernal Pool Conservation Objectives;
- Habitat assessments and/or surveys for sensitive species within specified survey areas (such as least Bell's vireo, Los Angeles pocket mouse, or endangered fairy shrimp); and
- Urban Wildland Interface Guidelines.

The site visit for the NES and focused surveys discussed above will be utilized for the preparation of the MSHCP Consistency Report. The MSHCP Consistency Report will be submitted for approval by Caltrans, as Caltrans is a Permittee of the MSHCP. If the project will affect any of the above conservation objectives, the project will be required to go through the Joint Project Review (JPR) process with the Regional Conservation Authority (RCA), as discussed below in Task 3.12.7.3.

The project is a Covered Activity under the MSHCP and is specifically called out as a Planned Facility in Table 7-4 of the MSHCP. The project is not located within Criteria Cells designated for conservation by the MSHCP. The MSHCP Consistency Assessment will be included as a separate section in the NES. The Determination of Biologically Equivalent or Superior Preservation (DBESP), as discussed below will be an appendix to the NES.

**Determination of Biologically Equivalent or Superior Preservation Report.** A Determination of Biologically Equivalent or Superior Preservation (DBESP), including an analysis of functions and values of riparian/riverine areas, may be required if there are riverine/riparian areas, vernal pools, or if the least Bell's vireo or Los Angeles pocket mouse are present on the site, which will be affected by the proposed project. The DBESP shall include the following information:

- Definition of the project area.

- A written project description, demonstrating why an avoidance alternative is not possible.
- A written description of biological information available for the project site including the results of resource mapping.
- Quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects.
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
  - Effects on Conserved Habitats;
  - Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
  - Effects on riparian linkages and function of the MSHCP Conservation Area

Copies of the DBESP will be provided to the CDFW and USFWS for a 60-day review and response period.

**Joint Project Review.** Project design and potential impacts to riparian vegetation and special species survey areas within the proposed project area will be subject to Joint Project Review (JPR) by the Regional Conservation Authority (RCA). The RCA reviews the Local Lead Agency's determination for compliance with the MSHCP conservation objectives and other MSHCP requirements. The JPR includes a 60-day period for the USFWS and CDFW for review of the DBESP report. This review is intended to achieve a project design that will be acceptable for subsequent permit issuance by the USFWS and CDFW.

If a JPR is required, CONSULTANT will coordinate with the RCA to ensure the project complies with MSHCP conservation objectives and other MSHCP requirements. CONSULTANT will coordinate with the project team and respond to comments from the RCA, USFWS, and CDFW, as required. This scope includes 40 hours for coordination time and meetings during the JPR process.

**Deliverables:**

- Draft/Final NES

**4.14 Categorical Exemption/Categorical Exclusion for Geotechnical Borings**

To provide information needed for preliminary design, geotechnical boring activities will need to be conducted as an early task in the engineering effort. CONSULTANT will prepare a Class 6 Categorical Exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6004 for approval by Caltrans. CONSULTANT will provide Caltrans

10 copies of the CE/CE. Once the CE/CE is approved CONSULTANT will file it with the State Clearinghouse and Riverside County Clerk.

**Deliverable:**

- CE/CE for Geotechnical Borings

**4.15 Screencheck Draft IS/EA**

The Screencheck Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. CONSULTANT will not proceed with this task until the appropriate environmental document, including NEPA CE, is considered and discussed with CALTRANS and CONSULTANT is authorized by the CITY to proceed with this task. Tasks to be completed by CONSULTANT include:

- Prepare a Screen-check Draft IS/EA following the guidance stated above;
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to Caltrans along with the Screen-check Draft IS/EA;
- Revise Screen-check Draft IS/EA per Caltrans' comments and submit for review and/or approval (Up to 5 hardcopies and 5 CD ROMs); and
- Resolve any additional comments in a workshop setting.

**Deliverables:**

- Screen-check Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet

**4.16 Draft Initial Study (IS) / Environmental Assessment (EA)**

The Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

**Deliverables:**

- Final Draft IS/EA
- ED Preparation and Review Tool
- External QC Certification Sheet

**4.17 Obtain Approval to Circulate**

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, CONSULTANT will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by CONSULTANT include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to Caltrans for approval and signatures.

***Deliverables:***

- Approved Circulation of Draft IS/EA

**4.18 Circulate Draft Initial Study (IS) / Environmental Assessment (EA)**

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. CONSULTANT will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, CONSULTANT will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The CTC has to review all projects that receive State highway funds. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by CONSULTANT include:

- Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Submit a NOC and copies of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with the Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- CONSULTANT will maintain and update the distribution and invitation lists throughout the environmental review process.

***Deliverables:***

- Draft IS/EA - 50 hard copies
- Executive Summary - 200 hard copies
- 200 copies of CD ROM containing electronic files of the Draft IS/EA and Executive Summary

- Updates to Master Distribution/Invitation Lists

## **5.0 Public Meetings and Outreach Conducted**

### **5.1 Public Outreach Support and Public Meetings**

CONSULTANT to provide public outreach support and all necessary preparations for Public Meetings, including one Open House meeting during project development and one Open House during the public circulation of the Draft IS/EA.

CONSULTANT will develop a stakeholder database to serve as the official contact list for this task. Contacts will include elected officials, city/county/school district representatives, planning commissioners, residents, businesses, transportation and transit agencies, logistics organizations, emergency responders, news media and other area stakeholders identified by Caltrans and the project team. Parcel data also will be obtained for property owners and tenants in the vicinity of the project area.

CONSULTANT will prepare collateral material for the Public Meetings outlined in above. Material will include public notices to conform to the Caltrans template, a project fact sheet, sign-in sheets, comment cards, and name tags. Information will be translated into Spanish to ensure complete communication. CONSULTANT will coordinate placement of newspaper advertisements in both English and Spanish in two local newspapers. All materials will undergo review by Caltrans and internal CONSULTANT project team prior to issuance or printing.

CONSULTANT will coordinate two (2) Public Information Meetings, both in a open house format. One (1) Public Meeting will take place during the public circulation of the Draft Environmental Document. One (1) Public Meeting will take place prior to selection of the LPA. Support activities will include coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), meeting set-up and clean-up, certified bilingual interpretation services, court reporter services, materials listed in above, photography, refreshments and preparation of summary reports for both public hearings. Public hearing participants will receive copies of project materials, encouraged to complete the comment card and added to the stakeholder database for future communication.

CONSULTANT will prepare a record of the Public Meetings, including a summary of the notification methods, level of participation, comments, and other items to serve as formal documentation of the meeting.

#### ***Deliverables:***

- Stakeholder database, updated stakeholder databases (following public hearings or public inquiries)
- Public notices, project fact sheet, newspaper advertisements, sign-in sheets, comment cards, name tags – English and Spanish
- Meeting logistics lists, summary reports and comment log, court reporter transcripts
- One (1) Public Meeting prior to selection of LPA

- One (1) Public Meeting during the public circulation of the Draft Environmental Document

## **6.0 Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance**

### **6.1 Task Management and Meetings**

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

#### **Deliverables:**

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

### **6.2 Prepare Response to Comments Matrix**

CONSULTANT will maintain documentation and provide response to internal and public comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EA. The response-to-comments matrix will be provided to Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EA.

#### **Deliverable:**

- Response to Comments Matrix

### **6.3 Select Preferred Project Alternatives**

CONSULTANT will prepare matrix comparing two (2) build alternatives to select a preferred alternative. Geometric design, traffic operations impacts, design exceptions, environmental impacts, right of way impacts and other variables will be compared between the two (2) build alternatives. A PDT focus meeting will be held to discuss the evaluations and results. A memorandum will be prepared and sent to the PDT summarizing the findings of the comparisons for review and approval by the PDT. Upon agreement, the PDT will choose a Preferred Alternative.

***Deliverable***

- Preferred Alternative Memorandum
- Selection of Preferred Alternative

**6.4 Final Project Report**

CONSULTANT will document recommendation of the Preferred Alternative based on the public input on the Draft Environmental Document and concurrence by the PDT. Subsequently, CONSULTANT will prepare a Draft Final Project Report, which will incorporate the selected Preferred Alternative. The report shall review the development of the Preferred Alternative including public and agency comments obtained during the public meetings and environmental review period. The Draft Final PR shall be submitted to Caltrans for Screencheck and subsequently for review and comment. Upon receipt of comments from Caltrans, CONSULTANT will develop a response matrix documenting the comments and response to each comment. The Final PR will be revised and submitted to Caltrans for approval. The Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for approval and signature.

***Deliverable***

- Draft/Final Final PR

**6.5 Final Environmental Document**

After the public distribution of the Draft Environmental Document, CONSULTANT will prepare a Final Environmental Document to document the selection of the preferred alternative and address public comments on the Draft IS/EA.

The FED will be submitted to Caltrans for review. Comments will be resolved in a workshop setting.

***Environmental Commitment Record (ECR):*** CONSULTANT will develop an ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party, timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

***Final Environmental Document (MND/FONSI):*** Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the Checklist for Final Documents, and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of the approved ND/FONSI IS/EA to the CTC.

***Deliverables:***

- Approved ECR
- Draft/Final Final IS/EA



### **6.6 Notice of Determination (NOD) and Notice of Availability (NOA)**

Filing of the Notice of Determination (NOD) completes the CEQA Environmental Document. A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. CONSULTANT will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - -FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee to the State Department of Fish and Wildlife. The estimated filing fees to be paid directly by the CITY include \$2,156.25<sup>6</sup> CDFW environmental filing fee, \$64 County processing fee.

CONSULTANT will also prepare a draft SOL notice for submittal to Caltrans for their review and transmittal to FHWA for publication in the Federal Register. SAFETEA-LU Section 6002 established a 180-day statute of limitations (SOL) on claims against USDOT and other federal agencies for certain environmental and other approval actions if certain circumstances apply. The enactment of MAP-21 revised this to a 150-day statute of limitations.

#### **Deliverables:**

- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) – FONSI

### **7.0 Environmental Mitigation Negotiation and Permitting Complete**

#### **7.1 Resource Agency Permit Related Coordination**

Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). The accurate permitting requirements cannot be determined until the NES and Jurisdictional Delineation are prepared.

#### **7.2 Federal Clean Water Act and California Fish and Game Code Permits**

**Permit Preparation.** CONSULTANT will prepare packages for submittal to the ACOE, the CDFW, and the RWQCB to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for the any disturbance to the potential streambed between the Theodore and Gilman Springs interchanges. It is necessary that the project design be sufficiently complete to identify all permanent and temporary construction impacts before the permitting process is initiated.

**Streambed Alteration Agreement Package.** The CDFW is empowered to issue agreements for any alteration of a river, blue line stream, or lake where fish or wildlife resources may be adversely affected. In order to obtain a Streambed Alteration Agreement (SAA), CONSULTANT will prepare and submit to the CDFW a Notification of Streambed Alteration for the proposed project. The notification letter will include the following information and attachments.

<sup>6</sup> The CDFW filing fee is current as of January 1, 2013. It will most likely be higher by the time the environmental document is approved and the NOD is filed.

- A discussion, with supporting figures, of existing and/or potential biological resources, project impacts to the CDFW jurisdictional area, and mitigation measures to compensate for anticipated project impacts.
- A completed Notification Form and Project Questionnaire.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and Storm Water Pollution Prevention Plan (SWPPP).
- Evidence of local project CEQA certification.
- A check for payment of the application fee must be paid by the City (this fee is not included in the current fee for this proposal).
- Assumes each package for permitting is \$40 each for printing and binding.

**Section 404 Authorization Request.** Obtaining authorization under Section 404 requires that the applicant (CITY) prepare a notification requesting authorization for fill of jurisdictional waters. In this case, it is anticipated that the proposed impacts would be authorized under a nationwide permit (NWP). CONSULTANT will prepare and submit an NWP Preconstruction Notification to the ACOE. The notification will include the following information and attachments.

- A detailed project description, including project background.
- A discussion (with supporting figures) of existing and/or potential biological resources, project impacts to ACOE jurisdictional areas, and mitigation measures to compensate for anticipated project impacts.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the cultural resources report.
- A copy of the Section 401 Water Quality Certification package.
- Evidence of local project CEQA certification.

**Section 401 Certification of Water Quality Request.** To issue authorization for fill of waters under Section 404 of the CWA, the ACOE is required to ensure that the RWQCB has issued a Certification of Water Quality or waste discharge requirements in compliance with Section 401 of the CWA. CONSULTANT will prepare and submit a request for Water Quality Certification to the RWQCB. The request letter will include the following information and attachments.

- A completed Section 401 Water Quality Certification Form, including the required supplemental text and figures.
- A complete set of project design/construction plans and drawings.

- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the Section 404 Authorization package.
- Evidence of local project CEQA certification.
- A check for payment of the application fee to be paid by the City (this fee is not included in current fee for this proposal).

**Compensatory Mitigation Plan.** CONSULTANT will coordinate with the CITY to prepare a compensatory mitigation plan for the project. CONSULTANT will also consult with resource agency personnel prior to preparing the compensatory mitigation plan to negotiate proposed mitigation strategies to be described in the compensatory mitigation plan. On-site mitigation is generally preferred over off-site mitigation or contribution to an in-lieu fee program.

CONSULTANT will develop the compensatory mitigation plan to achieve the mitigation criteria as set forth in the Environmental Document and MSHCP compliance and as anticipated to be required by the resource agencies as permit conditions designed to offset impacts to jurisdictional waters and sensitive habitats. This mitigation plan will include a general evaluation of the project impacts, the location of potential mitigation areas/sites, habitat types to be created or enhanced, general implementation strategy, supporting rationale, and target and ultimate performance standards for the mitigation measures. CONSULTANT will also develop basic revegetation strategies addressing hydrological requirements, soils requirements, general species selection, types of revegetation to be employed, sources for plant materials, planting techniques, monitoring and maintenance, and documentation of results.

The compensatory mitigation plan will be provided in draft form for review by the CITY. Following CITY staff review, CONSULTANT will assist the CITY in coordinating with the appropriate resource agencies to obtain their concurrence on the mitigation plan.

**Assumptions:**

- Assumes a Nationwide not an Individual Permit will be required for the ACOE 404 permit.
- Assumes one blue line stream/drainage crossing.
- Assumes the mitigation in the MSHCP and the DBESP will be used for the coordinated CDFW 1600 permit.
- Assumes one tri-agency meeting with the Regional Conservation Authority to negotiate mitigation and permitting requirements.
- A check for payment of the application fees to be paid by the City for the CDFW 1600 Permit and RWQCB Applications (these fees are not included in the fee proposal).
- Assumes a Final Hydrology Report has been approved by the City and Caltrans.
- Assumes a Final HPSR is approved and signed by Caltrans and SHPO if required.

**Deliverables:**

- ACOE 404 Permit Application
- RWQCB 401 Permit Application
- CDFW 1600 Permit Application (Streambed Alteration Agreement Package)

**8.0 Geometric Approval Drawings Complete and Approved by Caltrans**

**8.1 Geometric Approval Drawings**

CONSULTANT will prepare geometric approval drawings (GAD) at a scale of 1" = 50' (1" = 100' at a reduced scale) in accordance with Caltrans plan preparation criteria for GAD for the Locally Preferred Alternative. The GAD will include existing topographic and planimetric mapping, approximate right-of-way acquisition lines, center lines, calculated geometric layouts, and typical sections. CONSULTANT will design roadway geometry including horizontal and vertical geometry for ramps, connectors and cross streets, including profile and superelevation diagrams. Conceptual grading utilizing 1:2 or 1:4 slopes will be developed to establish preliminary right-of-way limits. Typical cross sections will be prepared to illustrate lane and shoulders in the lane configurations and other basic cross sectional data.

GAD will be prepared according to Caltrans District 8 GAD guidelines with the intent of establishing an approved scope relative to geometric project features and the ability to move directly to the basemaps required for PS&E. This effort provides equivalent detail to PS&E requirements for Cross Sections, Layouts, Profiles, and Superelevation Diagrams. Additional detail will be provided indicating pavement delineation, truck turning radii, and traffic volumes. Preliminary Right of Way requirements will also be incorporated. Approval will be obtained from Caltrans Offices of Traffic Operations and Design, and HQ Geometric Reviewer. Up to three submittals (two review cycles) of the GADs are anticipated.

**Deliverables:**

- Draft/Final Geometric Approval Drawings
- Truck Turning Template Exhibits
- Completed DIB 78 Checklist

**9.0 Design Mapping and Surveys Complete**

**9.1 Photogrammetric Surveys**

CONSULTANT will obtain the necessary permits to perform aerial topographic mapping for the Geometric Approval Drawings and PS&E based on accelerated delivery work program. The aerial topographic mapping will cover all areas of the proposed improvements. Limits of mapping will be from Redlands Blvd to Gilman Springs Rd along the SR-60 and to the next adjacent intersection north and south of Redlands Blvd, Theodore Street. The new aerial topographic mapping will be compiled at a scale of 1"=50' with one foot interval contours. Surveys will be performed in accordance with the current Caltrans Survey Manual and its revisions. Work not covered by the Manual will be performed in accordance with accepted professional surveying standards. The minimum standard of survey quality will be that of similar surveys performed by

Caltrans. Caltrans will designate the existing horizontal and vertical control monuments that are to be the basis of the performed surveys. Caltrans will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT will adjust the performed surveys to the designated control monuments and their values - no other control will be used by CONSULTANT. The following is a list of services to be performed:

- Compiling and researching Caltrans, NGS, and Riverside County survey control and benchmarks.
- Caltrans ABC Checklist
- Place aerial targets and horizontal and vertical control each to Caltrans specifications.
- Photogrammetric mapping – Vertical Mapping Inc. cost (includes AT solution, Aerial Photos, & Ortho Photos)
- QA/QC field survey for blind checks of aerial mapping and associated report per Caltrans Requirements.

Pavement, utility, or design surveys are not included with this scope of work and will be done as part of the PS&E phase.

***Deliverables:***

- Preparation of Caltrans Photogrammetric A, B, and C List of Materials
- Orthorectified Aerial Photography
- Aerial Topography

***9.2 Preliminary Right of Way Mapping***

CONSULTANT will develop a preliminary hard copy base map consisting of a compilation of electronic file information showing the project boundary compiled from maps and documents of record, easements of record, and existing utilities based upon research from Caltrans, County of Riverside, and CITY. The preliminary right of way mapping will not be surveyed or monumented at this time. Based on the available information, CONSULTANT will perform field surveys to rectify as-built roadway centerlines for the State Route 60, Theodore Street and existing ramps at SR-60/Theodore Street interchange.

***Deliverables:***

- Preliminary Hard Copy Based Map
- Centerlines for SR-60 and Theodore Street

***9.3 Land Net Mapping and Surveys / Pre-construction Record of Survey***

CONSULTANT will perform existing right of way surveying and prepare "Before Condition" Record of Survey and CALTRANS Hard Copy Base Map. The "Before Condition" Record of Survey and CALTRANS Hard Copy Base Map is limited to the nine (9) affected parcels where right of way fee acquisition has been defined in the Draft PSR-PDS. The Preliminary Hard Copy Base Map will be updated based on field survey and prepared in one (1) 36"x96" strip plot at 1"=100' scale per Caltrans Right of Way Manual. The "Before Condition" Record of Survey will be prepared at 1"=50' scale in conformance with the County of Riverside Survey Standards and Procedures.

***Deliverables:***

- Draft/Final Hard Copy Base Map
- Draft/Final "Before Condition" Record of Survey

**10.0 *Other Services Directed by the City***

CONSULTANT will perform services as directed by CITY based upon changes, updates or revisions in CALTRANS or CITY standards, procedures or requirements for the project.

## **PHASE 2 – FINAL PLANS, SPECIFICATIONS, AND ESTIMATE**

### **11.0 35% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 65% PS&E**

35% Design Plans, Specifications, and Estimates (PS&E) are excluded from this scope of work. It is assumed the Geometric Approval Drawings will be prepared and approved in lieu of 35% PS&E.

### **12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E**

#### **12.1 Task Management and Meetings**

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in eight (8) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

#### **Deliverables:**

- Attendance at bi-weekly project team conference calls
- Attend eight (8) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

#### **12.2 Design Surveys**

CONSULTANT will set one (1) control monument at 300 feet intervals north and south of the SR-60 freeway from Redlands Avenue to Gilman Springs Road. Assumes 23 monuments will be set to control 7,000 feet at 300 feet intervals for design surveys along freeway shoulder. Monuments will be set to CALTRANS 3<sup>RD</sup> order design topography specifications.

CONSULTANT will prepare design survey along shoulder, edge of travel way, and lane line for mainline widening for proposed auxiliary lanes. This survey work will be performed by mobile laser scanning methods to minimize traffic disruption. Design

surveys will include existing utilities, storm drain inlets, roadway features, and utility features. Overhead power line adjacent to Theodore Street will be surveyed for vertical clearance. All design surveys will be in accordance with CALTRANS Survey Manual.

***Deliverables:***

- Draft/Final Survey Control Report
- Design Surveys

**12.3 Landscape and Aesthetic Plan**

CONSULTANT, in coordination with the CITY and CALTRANS, will develop an Aesthetics Technical Focus Group for the Project. CONSULTANT shall facilitate three (3) design workshops with the Aesthetics Technical Focus Group at the beginning of the project to address issues, concerns, and priorities and to obtain input and ideas relative to the implementation of the themes and concepts for the Project within the SR-60 CORRIDOR MASTER PLAN FOR AESTHETICS AND LANDSCAPING(Aesthetics Plan). CONSULTANT shall introduce the project site and design objectives through the use of Power Point and large-scale exhibits and engage the Aesthetics Technical Focus Group in interactive feedback exercises to obtain their input. CONSULTANT shall prepare up to two (2) graphic boards and one (1) Power Point presentation with ten (10) slides as visual reference for the aesthetics design workshop presentations.

The intent of the aesthetics design workshops is to engage the project participants and implement the Aesthetics Plan for the project. The three (3) meetings budgeted for the design workshop efforts are anticipated to cover the following:

Meeting No. 01 – CONSULTANT shall introduce project to team members, outline design guidelines of the Aesthetics Plans, develop understanding of where aesthetic treatments can be applied and where they will not be able to be applied, and review the next steps.

Meeting No. 02 – CONSULTANT shall review research and materials gathered since first meeting, gather ideas and input from team members, focus on specific aesthetic treatments for specific structural components, and document understanding of final concept and implementation of the Aesthetics Plan.

Meeting No. 03 – CONSULTANT shall present final concept for specific aesthetic treatments for specific structural components. The goal of this final Aesthetic Technical Focus Group workshop is to obtain final acceptance and approval of the implementation of the Aesthetics Plan by Caltrans, and CITY.

CONSULTANT shall prepare meeting minutes for each meeting that will document decisions and that will be distributed to all appropriate project team and Aesthetics Committee members.

CONSULTANT shall implement the Aesthetics Plan and coordinate the structural and landscape aesthetic treatment concept with the design team and distribute final design-developed working sketches and exhibits in strip map, 8½ x 11, and 11 x 17 format. No draft, final or formal bound written document, thematic explanation, or defined concept aesthetic treatment report will be provided.



CONSULTANT shall develop one (1) structural and landscape aesthetic treatment concept option consistent with the Aesthetics Plan for the following elements of the Project:

- Unique Structure Monument/Spire
- Bridge Structure Outside Railing and Fence Finish
- Bridge Columns Finish
- Crosswalks Finish
- Retaining Wall Finish
- Sound Wall Finish
- Slope Paving Finish
- Landscape Areas

All working sketches and exhibits in strip map, 8½ x 11, and 11 x 17 formats will illustrate general dimensions and proportions of the aesthetic treatments. All final design elements and aesthetics construction details will be prepared by the individual design functional discipline and incorporated into their respective plans and specifications.

All existing bridge structures remaining, existing bridge structures to be widened, existing retaining walls, and existing soundwalls will not incorporate any new aesthetic treatments.

RBF shall back-check the final details, dimensions, and constructed design elements prepared by the individual design functional discipline and incorporated into their respective plans and specifications for consistency and conformity to the intent of the approved Aesthetics Concept Plan. One (1) set of redlined comments will be returned to the individual design functional discipline to be incorporated into their respective plans and specifications.

***Deliverable:***

- Aesthetics Technical Focus Group
- Three (3) Aesthetics Workshops/Meetings
- One (1) Aesthetic Treatment for Eight (8) Project Elements

**12.4 Bridge Site Data Submittal**

CONSULTANT shall prepare Bridge Site Data Submittal (BSDS) Forms for bridge structures in accordance with the Caltrans OSFP Information and Procedures Guide.

***Deliverable:***

- Draft/Final Bridge Site Data Submittal

**12.5 Bridge Type Selection**

CONSULTANT will prepare the Structure Type Selection documents and the General Plan for bridges and non-standard retaining walls to comply with the most current Caltrans guidelines, including, but not necessarily limited to: Bridge Design Details 3-10 to 3-14; Bridge Design Aids, Section 10; Memos To Designers 1-23, 14-29, 17-105, 110,

and 21-19. A cast-in-place box girder bridge has been assumed as the general expected bridge type.

The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements, special aesthetics (i.e. spire) and alternatives, and staging. In addition, CONSULTANT will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

CONSULTANT will submit Type Selection documents to the Caltrans Office of Special Funded Projects (OSFP) for review and approval

CONSULTANT will attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans.

CONSULTANT will summarize and submit meeting proceedings to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

***Deliverables:***

- Type Selection Meeting
- Draft/Final Type Selection Report

**12.6 Storm Water Data Report**

In accordance with current Caltrans Project Planning and Design Guide (July 2010), a Storm Water Data Report (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Approval and Environmental Document (PA/ED) phase of the project will be updated for the PS&E Phase. The SWDR will be prepared as a second order of work during the PS&E Phase based on the approved Geometric Approval Drawings (GADs). Specific objectives of the SWDR include:

- Define storm water quality issues and pollutants of concern.
- Form the Project Development Team (PDT), including the District/Regional National Pollutant Discharge Elimination System (NPDES) Storm Water Coordinator.
- Evaluate potential storm water impacts for mitigation purposes and address water quality concerns.
- Develop a list of potentially feasible permanent storm water Design Pollution Prevention and Treatment Best Management Practices (BMPs) to be evaluated during project design.
- Document storm water design decisions made regarding project compliance with the NPDES permit.
- Develop the preliminary costs for BMPs.

- Discuss the project with the Regional Water Quality Control Board (RWQCB) and local agencies, if advised by the District/Regional NPDES Storm Water Coordinator or requested by the RWQCB.
- Address mandates associated with TMDLs/303(d) impaired waterbodies
- Construction Risk Level Determination and RUSLE2 Analysis
- Program the project construction costs.

Caltrans storm water evaluation forms will be included to ensure that the proper evaluation process is used for the consideration of treatment best management practices (BMPs). The methods and calculations that will be used to size and design treatment BMPs will be in accordance with Caltrans Storm Water Quality Handbook.

The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

***Deliverables***

- Draft Storm Water Data Report for PS&E

***12.7 Drainage Report***

CONSULTANT will conduct an analysis to determine the impacts this project has on the natural drainage patterns. This analysis will incorporate the use of available information from the CITY, COUNTY and CALTRANS. CONSULTANT will prepare a preliminary drainage report utilizing data from prior hydrology/drainage investigations in the area. CONSULTANT will analyze existing drainage sub-basins and summarize changes in drainage patterns that will occur from the proposed improvements. Included in the report will be recommendations for on-site improvements such as structures needed at pipe culverts, inlet and outlet locations, erosion control measures and other storm drainage controls.

A hydrology map will be prepared using available aerial photography and mapping. The hydrology map will summarize the local drainage by indicating drainage subareas, existing and proposed storm drainage facilities, drainage patterns, times of concentration and preliminary design year flow rates. Existing off-site hydrology for the drainage cross-culvert systems under the freeway will be referenced from previous drainage studies and will not be updated or modified by the project, unless directly impacted by roadway improvements. Previous reports will be utilized to determine hydraulic control for any new storm drain facilities that may be connected to the existing cross-culverts. In the absence of such information, best professional judgment will be used to establish the required hydraulic controls.

The scope of the drainage design will be to convey storm water run-off from the proposed and existing roadway, freeway and ramps through the use of overside drains and inlets that will be located within the interchange area, into BMPs, retention basins, etc, to hold the storm water "on-site". A hydrology analysis will be performed for the proposed roadway improvements.

The Drainage Report will generally contain the following:

- Project Location Map
- Project Description
- Evaluation of Runoff Characteristics and Flow Patterns
- Description of Existing and Proposed Facilities
- Description of Unusual or Special Conditions
- Hydrology Map and Other Applicable Hydrologic Data and Calculations

***Deliverables***

- Draft Drainage Report

***12.8 Transportation Management Plan Data Sheet***

CONSULTANT will prepare Transportation Management Plan (TMP) Data Sheet to qualitatively discuss anticipated traffic impacts resulting from the proposed project. Based on such data, potential TMP measures to reduce traffic impacts anticipated to result from project construction will be recommended.

***Deliverables***

- Draft Transportation Management Plan Data Sheets

***12.9 Geotechnical Design and Reports***

**Final Materials Report**

CONSULTANT will prepare a final materials report based on additional field and laboratory testing performed for the selected interchange alternative. The report will generally follow the requirements of Topic 114 and Chapter 600 of HDM and organized in general accordance with California Test (CT) 130 (Caltrans, 2000). The main purpose of this report is to develop design and construction recommendations to aid RBF in preparing project Plans, Specifications and Estimates (PS&Es). As such, this report will provide site-specific geotechnical information and recommendations for project (proposed ramps) pavements, mitigating soil corrosion and materials sources as outlined in the HDM. CONSULTANT will drill hollow-stem auger borings along the proposed alignments of all ramps and auxiliary lanes to perform appropriate field testing and collect samples for laboratory testing. An encroachment permit for the work within Caltrans right of way will be obtained. Any access agreements or rights to enter to private land will be provided by CONSULTANT and CITY. This report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

**Final Geotechnical Design Report (GDR) and Foundation Report**

The final GDR report will be based on comprehensive field and geotechnical laboratory testing and analyses prepared in accordance with most current Caltrans guidelines and requirements. The field program will explore geotechnical subsurface conditions along the proposed bridge alignment at each bent, and along ramps and auxiliary lanes. CONSULTANT plans to drill hollow-stem auger borings to at least 80-foot-deep at each embankment. All borings will be visually logged by a member of the technical staff. Representative relatively undisturbed and bulk soil samples will be collected at selected

depth intervals in the borings. The borings will be backfilled with soil cuttings from borings and topped with cold patch asphalt or rapid set concrete (where pavement is penetrated) to match existing surfaces. Geotechnical testing of sampled soil materials will be conducted in the laboratory for soil classification and to evaluate engineering properties. CONSULTANT will typically provide GDR and/or Structures Foundation Report (FR) for the bridge PS&E submittal, and a letter report for the roadway pavement and embankment, and retaining walls foundation. The reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG) and will include exploration logs (LOTBs) and field test data, geotechnical laboratory test data, and geotechnical cross sections in addition to the following:

- **Alignment Conditions:** CONSULTANT will review and summarize the surface and subsurface geologic conditions and materials, groundwater conditions, and the engineering properties of the soils encountered during this investigation.
- **Seismic Design Parameters:** CONSULTANT will present results of site-specific seismic hazard evaluation including recommended soil profile type, peak bedrock acceleration and design acceleration response spectra (ARS) curves, in accordance with current (2012) Caltrans seismic design criteria.
- **Earthwork and Grading:** CONSULTANT will present earthwork criteria, including recommendations for clearing and site preparation, subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations. Recommendations for import soil engineering and compaction criteria will also be provided.
- **Foundation Design Recommendations:** Utilizing data collected during the subsurface exploration, CONSULTANT will recommend suitable foundation types for the proposed replacement bridge, retaining walls, and other structures. Overhead sign structure foundations will be included in the work program. Relevant foundation design parameters will be provided in the reports. Foundation design parameters include: footing data table, bearing pressures and settlements.
- **Corrosion Potential:** Results of corrosivity tests will be presented and analyzed in accordance with *Caltrans Corrosion Guidelines*. Recommendations for corrosion protection and mitigation of steel and concrete foundation

#### **Field Percolation Testing**

CONSULTANT proposes to perform two (2) percolation tests for four (4) basins within a depth of 2 to 5 feet BGS unless specified by the civil engineer prior to field testing (depth not to exceed 5 feet). The tests will be performed in general accordance with those set forth in California Test 750, "Method For Determining The Percolation Rate Of Soils Using A 6-Inch-Diameter-Test Hole." These tests are to be performed simultaneously with either the ADL field sampling or the geotechnical borings so no additional field mobilization of drill rig is required.

#### **Deliverables**

- Draft Materials Report

- Draft Geotechnical Design Report
- Draft Structures Foundation Report
- Field Percolation Testing

**12.10 Supplemental Fact Sheet for Exception to Design Standards for PS&E**

The geometric designs will be checked using Caltrans Design Information Bulletin Number 78-02 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-03 (Pedestrian Accessibility Guidelines for Highway Projects). Fact Sheets shall be developed to document reduced standard features within the selected locally preferred alternative. Fact Sheets shall be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include Supplemental Mandatory and Advisory standard design exceptions.

Exceptions to mandatory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Supplemental Mandatory Fact Sheets. Supplemental Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1. This scope assumes two (2) design exceptions to mandatory standards.

Exceptions to advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Supplemental Advisory Fact Sheets. Supplemental Advisory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 3. This scope assumes two (2) design exceptions to advisory standards.

**Deliverables**

- Draft Supplemental Mandatory Fact Sheets
- Draft Supplemental Advisory Fact Sheets

**12.11 Draft Roadway Plans**

CONSULTANT will prepare 65 percent level layouts, profiles, super-elevation diagrams, and typical sections. Pavement type will be as defined in the pavement life cycle analysis completed during the Project Report phase. ADA upgrades for ramp intersections with arterial streets within the project limits will be based on the project scope as defined in the approved Project Report.

**Deliverables**

- 65% Title Sheet
- 65% Typical Cross Sections
- 65% Key Map and Line Index
- 65% Layout Plans
- 65% Removal Plans
- 65% ADL Removal and Placement Plans
- 65% Profile and Superelevation Plans
- 65% Construction Details
- 65% Contour Grading Plans

- 65% Summary of Quantities

#### **12.12 Draft Utility Location Plans**

CONSULTANT will prepare 65 percent level utility location plans using base layout sheets, showing the location of existing utilities, delineating those that will require relocation/adjustment, and designating who will be responsible for any required adjustment/relocation. Plans will be sent to utility companies to confirm existing facilities locations and relocation limits. This Scope of Work assumes that proposed utility relocations, overhead utility undergrounding and new utility design plans will be prepared by the utility companies.

#### **Deliverables**

- 65% Utility Plans

#### **12.13 Draft Drainage Plans**

CONSULTANT will prepare 65 percent level drainage plans, profiles, and quantities based on the drainage report. The drainage, SWDR, and temporary water pollution control will be prepared in accordance with Caltrans Standard Drainage Plans and Quantity Sheets guidance.

The scope of the drainage plans is based on utilization of existing cross culverts and downstream drainage systems for tying in new or relocated drainage systems or extending existing systems. Deficient existing systems will be identified, whether due to the new or widened pavement section, different hydrology design criteria currently in place, or other reasons. Analysis and design for the upgrade of any deficient existing off-site or downstream/upstream on-site drainage facilities, if such facilities are not physically impacted by the roadway work, is not included in the Scope of Work. Deficiency upgrade of the existing on-site drainage systems within the right of way that are physically impacted as a result of the highway improvements is included in the scope of work. Deficiencies due to other reasons will be presented for a policy decision by the CITY to incorporate into the project design and construction. New regional storm drain facilities are not included in the work program.

The scope of the drainage plans/profiles and details will be designed to convey storm water run-off from the proposed and existing roadway, freeway and ramps through the use of overside drains and inlets that will be located within the interchange area, into BMPs, retention basins, etc to hold the storm water "on-site".

Treatment BMP facilities will be incorporated within the Drainage plans. Separate Temporary Water Pollution Control plans will be prepared. It is assumed that the Temporary Water Pollution Control plans will be prepared for the appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters and per the latest General Construction Permit. Erosion Control plans will be part of the Erosion Control and Highway Planting plans described elsewhere in this scope of work.

#### **Deliverables**

- 65% Water Pollution Control Plans

- 65% Drainage Plans
- 65% Drainage Profiles
- 65% Drainage Details
- 65% Drainage Quantities

#### **12.14 Draft Stage Construction / Traffic Handling Plans**

CONSULTANT will prepare 65 percent level construction staging / traffic handling based on the concept for the Preferred Alternative in the Project Report. CONSULTANT will prepare stage construction/traffic handling plans, details and quantities to reflect the appropriate stages of construction and temporary signing/pavement delineation/barrier placement for protection of the work zone. CONSULTANT will prepare detour (construction area signs) plans to reflect the detour routes for freeway/ramp/arterial street closures. The scope is based on the assumption that a complete interchange closure will be expected for construction and construction work will be completed in one stage. To accommodate detouring during interchange construction, our assumption is that Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue. It is assumed that no temporary detour physical roadway improvements, temporary lighting, temporary signals or temporary communication systems will be required for any stage of construction. The construction staging and traffic handling plans will be developed to minimize disruption and impacts to adjacent residents and businesses. CONSULTANT shall provide special provisions related to stage construction / traffic handling items.

#### **Deliverables**

- 65% Stage Construction Index Plans
- 65% Traffic Handling Plans
- 65% Traffic Handling Detail Plans
- 65% Construction Area Sign Plans
- 65% Detour (Construction Area Sign) Plans
- 65% Detour Detail Plans
- 65% Stage Construction Quantity Plans

#### **12.15 Draft Traffic Plans**

CONSULTANT will prepare 65 percent level pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

CONSULTANT will prepare 65 percent level Sign Plans to show existing and proposed new signs. The plans will include sign details and quantity sheets (including contractor furnished sign summary quantities). The Sign Plans will include roadside signs per Caltrans guidelines and MUTCD. It is assumed the two proposed off-ramps will each receive a lightweight overhead sign structures at the ramp termini. It is assumed four overhead sign foundations and signing will be modified in advance to the two proposed off-ramps. It is assumed two sign panels (excluding sign structure and foundations) on overhead freeway sign structures will be modified in the eastbound and westbound direction along the SR-60.

#### **Deliverables**

- 65% Pavement Delineation Plans



- 65% Pavement Delineation Quantities
- 65% Sign Plans
- 65% Sign Details
- 65% Sign Quantities
- 

**12.16 Draft Highway Planting Plans**

Consultant shall prepare 65 percent level plans, specifications and estimates for landscape and irrigation improvements. The plans shall be based on the approved landscape concept plan prepared by CONSULTANT under a separate task and shall be prepared at an appropriate scale in Microstation on a base map of the project site prepared by CONSULTANT under a separate task. The Planting / Irrigation Plans will be limited to the interchange within Caltrans right of way and will be included in the single PS&E bid package for the Roadway project.

**Deliverables**

- 65% Planting Plans
- 65% Erosion Control Plans
- 65% Planting Details
- 65% Planting Quantities
- 65% Irrigation Details
- 65% Irrigation Quantities

**12.17 Draft Electrical Plans**

CONSULTANT will prepare 65 percent level Electrical Plans for the project including traffic signal, lighting and sign illumination, and ramp metering systems, CONSULTANT will prepare traffic signal plans for two (2) intersections at the eastbound and westbound ramp intersections.

Traffic signal plans will include locations of traffic signal appurtenances, schedules, signal phasing and structural or foundation requirements in accordance with CITY and CALTRANS standards and design criteria. Requirements for electrical service will be coordinated with the local electric utility owner. CONSULTANT will request new addresses for each new electrical service point. Installation of traffic signal interconnect conduit and cable to the adjacent signalized intersections will be shown on the traffic signal and intersection lighting plans.

CONSULTANT will prepare lighting plans to relocate lighting along the on-ramps and off-ramps. The lighting plans will include proposed poles and fixtures, pull boxes, conduit, service locations, wiring, connection diagrams, panel schedules and meter pedestal details. Removal of existing lighting equipment will be shown on the Lighting Plans and no separate Lighting Removal Plans will be prepared.

CONSULTANT will prepare Ramp Metering plans for installation of ramp metering equipment at the 3 proposed on-ramp locations.

It is not anticipated that the project will require preparation of fiber optic communication, closed circuit television (CCTV), changeable message sign (CMS), and

traffic monitoring station (TMS) plans. Preparation of improvement plans for these design elements are specifically excluded from the scope of work.

***Deliverables***

- 65% Traffic Signal Plans
- 65% Lighting and Sign Illumination Plans & Details
- 65% Metering Plans

***12.18 Draft Structural Plans***

CONSULTANT will prepare 65 percent level layout plans and structural details for one (1) bridge for Theodore Street Overcrossing. Bridge design will be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions.

An independent bridge design check will be performed by a California-registered civil engineer experienced in bridge design. The process will be similar to, but independent of the initial design process. The independent check includes design calculations, review of bridge design details, review of bridge special provisions, and bridge quantity calculations.

Any significant differences between the initial design and the independent check will immediately be resolved between the two licensed engineers until substantial agreement on the final design is achieved. Any required changes will be made to the design and construction documents.

Bridge Quantity calculations and cost estimates will be prepared with the initial design and as part of the independent check. The two estimates will be reconciled to develop the final estimate.

CONSULTANT will complete the Caltrans OSFP Consultant Quality Control Statement and submit the completed PS&E documents (checked) for review. This submittal will include the independent bridge design calculations.

***Deliverables***

- 65% Structures Plans
- Structure Independent Check Design Calculations

***12.19 Special Provisions***

CONSULTANT will prepare unedited special provisions for the construction of the roadway improvements through editing of the current Caltrans Standard Special Provisions (SSP's) in accordance with Caltrans' Ready-To-List Guide. The technical special provisions will be prepared by a California licensed civil engineer for incorporation into the construction bid documents for the overall project by the CITY.

***Deliverables***

- 65% Roadway Specifications
- 65% Utility Specifications
- 65% Drainage Specifications
- 65% Stage Construction/Traffic Handling Specifications
- 65% Traffic Specifications
- 65% Highway Planting Specifications
- 65% Electrical Specifications
- 65% Structural Specifications

***12.20 Cost Estimate***

CONSULTANT will prepare 65% level quantity calculations and final construction cost estimates in accordance with Caltrans requirements utilizing the current edition of Caltrans Contract Cost Data book, recent construction bid data and in BEES format. Engineer's cost estimates will be prepared at each submittal stage. It is anticipated that three (3) engineer's cost estimates will be prepared for PS&E.

***Deliverables***

- 65% Cost Estimate in BEES format

***13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E***

***13.1 Task Management and Meetings***

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in seven (7) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

***Deliverables:***

- Attendance at bi-weekly project team conference calls
- Attend seven (7) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

***13.2 Update Reports***

CONSULTANT will update design report to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

***Deliverables***

- Final Storm Water Data Report
- Final Drainage Report
- Final TMP Data Sheets
- Final Materials Report
- Final Geotechnical Design Report
- Final Structures Foundation Report
- Final Subsurface Fault Evaluation Report
- Final Supplemental Mandatory Fact Sheets
- Final Supplemental Advisory Fact Sheets

**13.3 Update Roadway Plans**

CONSULTANT will update Roadway Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

During preparation of 95% Plan submittal, Caltrans will schedule a safety review and a constructability review of the plans. CONSULTANT will attend these review meetings, respond to comments, prepare and submit a response to comment disposition matrix.

***Deliverables***

- 95% Roadway Plans

**13.4 Update Structure Plans**

CONSULTANT will update Structures Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

***Deliverables***

- 95% Structure Plans

**13.5 Update Special Provisions**

CONSULTANT will update Special Provisions to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

***Deliverables***

- 95% Special Provisions

**13.6 Update Cost Estimate**

CONSULTANT will update Cost Estimate to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 65% submittal.

***Deliverables***

- 95% Cost Estimate

#### **14.0 100% Design Plans, Specifications, and Estimates Ready-To-List**

##### **14.1 Task Management and Meetings**

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual final PS&E tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in five (5) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

##### **Deliverables:**

- Attendance at bi-weekly project team conference calls
- Attend five (5) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

##### **14.2 Final Roadway Plans**

CONSULTANT will update Roadway Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped plans to the CITY.

This project is anticipated to bid advertised, and awarded by the CITY, therefore CALTRANS District Office Engineer and CALTRANS Headquarter Office Engineer reviews and approvals are not required. Additional compensation will be required if the project is bid advertised, and awarded by CALTRANS, which will require additional reviews by CALTRANS District OE and HQ OE. These reviews are excluded from this scope of work.

Plan sheet format will be per CALTRANS plan sheet preparation guidelines. CONSULTANT will supply CALTRANS with an electronic version of final plans sheets for their records, however this work effort does not include meeting the strict requirements of an electronic submittal for a CALTRANS advertised and bid project.

##### **Deliverables**

- Approved 100% Roadway Plans

### **14.3 Final Structure Plans**

CONSULTANT will update Structures Plans to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped plans to the CITY.

This project is anticipated to bid advertised, and awarded by the CITY, therefore CALTRANS District Office Engineer and CALTRANS Headquarter Office Engineer reviews and approvals are not required. Additional compensation will be required if the project is bid advertised, and awarded by CALTRANS, which will require additional reviews by CALTRANS District OE and HQ OE. These reviews are excluded from this scope of work.

Plan sheet format will be per CALTRANS plan sheet preparation guidelines. CONSULTANT will supply CALTRANS with an electronic version of final plans sheets for their records, however this work effort does not include meeting the strict requirements of an electronic submittal for a CALTRANS advertised and bid project.

#### ***Deliverables***

- Approved 100% Structure Plans

### **14.4 Final Special Provisions**

CONSULTANT will update Special Provisions to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain signatures and provide the requested number of stamped specifications to the CITY. CITY will be responsible for developing "upfront" Notice to Bidders and other Construction Contract related specification to complete the specification bid package.

#### ***Deliverables***

- Approved 100% Special Provisions

### **14.5 Final Cost Estimate**

CONSULTANT will update Cost Estimate to incorporate changes in design based on comments and reviews provided by CALTRANS, coordination efforts and updated information after the 95% submittal. CONSULTANT will meet collectively with all participating agencies to resolve outstanding issues relative to agency comments. CONSULTANT will prepare final dispositions for each review comment for submittal to the Agencies. When revisions have been made, CONSULTANT will obtain approval and provide cost estimate to the CITY.

#### ***Deliverables***

- Approved 100% Cost Estimate

#### **14.6 Resident Engineer's File**

CONSULTANT will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive and CONSULTANT shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Traffic Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- List of Project Personnel
- Cooperative Agreements
- Bridge deck contour 4-scale plans

CONSULTANT will provide an electronic version of all RE file information.

#### **Deliverables**

- Resident Engineer's File
- Bridge Deck Contour Plans

#### **15.0 Right of Way Legal / Plats and Appraisal Reports Complete**

##### **15.1 Task Management and Meetings**

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual right of way tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in two (2) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

#### **Deliverables:**

- Attendance at bi-weekly project team conference calls
- Attend two (2) PDT meetings

- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

### **15.2 Right of Way Requirements Map**

CONSULTANT will determine right of way needs and prepare preliminary right of way requirements maps. Right of way requirements may include the need for new right of way, permanent easements, slope easements, and temporary construction easements. CONSULTANT will prepare nine (9) property exhibits identifying improvements and right of way needs for each individual parcel overlaid on aerial photography including field photography.

#### **Deliverables:**

- Draft/Final Right of Way Requirements Map
- Nine (9) individual parcel exhibits

### **15.3 Appraisal Map**

CONSULTANT will prepare Appraisal Map at 1"=50' scale to facilitate the acquisition of nine (9) parcels necessary for the construction of the project. The Appraisal Map will cover the area sufficient to fully depict only the acquisition parcels and shall be prepared in conformance with the Caltrans Right of Way Manual.

#### **Deliverables:**

- Draft/Final Appraisal Map

### **15.4 Legal Descriptions**

CONSULTANT will prepare legal descriptions with accompanying exhibits to be used in conjunction with Grant Deed and/or easement deed language prepared by the City in the acquisition of fee parcels. The following acquisitions are anticipated:

- Eighteen (18) partial acquisitions
- Eighteen (18) temporary construction easements

There are a total of thirty-six (36) legal descriptions, including exhibits, and traverse closures.

#### **Deliverables:**

- Thirty-six (36) Legal Descriptions and Exhibits

### **15.5 Right of Way Map**

CONSULTANT will update Appraisal Map and prepare Right of Way Map at 1"=50' scale to facilitate the acquisition of nine (9) parcels necessary for the construction of the project. The Right of Way Map will cover the area sufficient to fully depict the acquisition parcels and shall be prepared in conformance with the Caltrans Right of Way Manual.



**Deliverables:**

- Draft/Final Right of Way Map

**16.0 Right of Way Acquisition Complete**

**16.1 Task and Management Meetings**

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual right of way acquisition tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures. CONSULTANT will attend and participate in two (2) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

**Deliverables:**

- Attendance at bi-weekly project team conference calls
- Attend two (2) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

**16.2 Utility Coordination**

CONSULTANT will coordinate and work closely with the CITY and utility companies to determine the need to relocate impacted lines, using CALTRANS policy for high and low-risk utilities. CONSULTANT will coordinate and attend up to five (5) project coordination meetings with CALTRANS, CITY and utility companies, such as Southern California Edison. It is assumed the utility companies will perform relocation design for their own facilities. CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. Plans for any extension of utility service facilities up to the designated service point of connection will be prepared by the utility company. Any necessary interim or permanent utility relocation plans will not be part of the PS&E package developed by CONSULTANT.

**Deliverables:**

- Attendance five (5) project utility coordination meetings
- Utility coordination with affected utilities within project limits

**16.3 Utility Notices**

CONSULTANT will prepare the following utility notices per CALTRANS Right of Way Manual, Chapter 13:

- **Utility Verification**  
CONSULTANT will prepare utility record drawing request letters under CITY's letterhead for CITY to mail to affected utility owners. CONSULTANT is responsible for verification of utility facilities that may have been shown as part of the Project Report documents. CONSULTANT will attach Utility Location Plans to Utility Verification Notices.
- **Positive Location (Potholing)**  
CONSULTANT will perform approximately four (4) potholes of existing utilities, and prepare and distribute utility base maps to affected utilities. Pothole intervals for any high risk utilities shall conform to the requirements of the CALTRANS Policy Manual for High and Low Risk Utilities. A pothole location map will be prepared summarizing the planned pothole locations. Any required agency encroachment permits and traffic control plans will be prepared by the CONSULTANT.
- **Claim Letter to Owner (Preliminary Utility Design and Liability Determination)**  
If utilities are required to be relocated or protected in place, CONSULTANT will prepare Claim Letter to Owners and distribute prepared conflict maps to affected utilities. CITY and/or CALTRANS and Utilities will provide the prior rights determination and will also prepare a Utility Relocation Agreement (URA) and Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA) for each prior right utility relocation within state right-of-way. CITY and/or CALTRANS will also be responsible for all negotiations with the utility companies for cost responsibility and processing the URA's for approval. URA's will also be prepared by CITY and/or CALTRANS for non-prior rights utility relocations.
- **Notice to Owner (Relocation Notice)**  
CONSULTANT will prepare Notice to Owner to affected utility owners based upon conflict maps and utility conflict matrix. CONSULTANT will attach conflict maps, approved utility relocation design prepared by utility owner, and approved URA, JUA, or CCUA for each affected utility owner.

***Deliverables:***

- Utility Verification Notices
- Utility Positive Location Notices
- Utility Claim Letter to Owner Notices
- Utility Notice to Owner Notices

**16.4 Utility Relocation**

CONSULTANT will develop conflict maps and utility conflict matrix identifying all conflicts with the project based upon utility verification and positive location (potholing). The utility conflict matrix will be provided to Caltrans right of ways utilities and design unit and CONSULTANT will coordinate with CALTRANS, CITY, and utility owners for relocation planning.

If necessary, CONSULTANT will conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations. CONSULTANT will develop preliminary cost estimate of relocation of affected utilities. Utility relocation final design plans will be prepared by the responsible utility company.

**Deliverables:**

- Utility Conflict Maps
- Utility Conflict Matrix
- Preliminary Utility Relocation Feasibility Study and Cost Estimate

**16.5 Acquisition Coordination**

CONSULTANT will perform the following tasks for acquisition coordination for nine (9) affected parcels:

**Title Investigation Services**

- Secure vesting deeds, property profile, and tax map for each property.
- Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is an ownership change.
- Secure copies of recorded back-up documents as needed.
- Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
- Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
- Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisition projects.

**Appraisal and Specialty Appraisal Services**

- CONSULTANT will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
- Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
- CONSULTANT will coordinate with CITY regarding the timing and need of loss of business goodwill appraisals in preparation of owner/tenant negotiations or in the event of condemnation proceedings.
- Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

- Upon completion of the fee appraisal, CONSULTANT will facilitate a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
- CONSULTANT will receive and analyze the completed appraisal reports accordingly.
- CONSULTANT will reconcile the real estate and fixtures and equipment conclusions, as necessary.

***Deliverables:***

- Nine (9) Preliminary Title Reports
- Nine (9) Summary Fee Appraisals
- Nine (9) Review Appraisals

**16.6 Acquisition Documentation**

CONSULTANT will perform the following tasks for acquisition documentation for nine (9) affected parcels:

**Negotiate Right of Way Settlement/Prepare Acquisition Documents**

- Establish and maintain a complete and current record file for each ownership in a form acceptable to CALTRANS and CITY.
- Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of CITY.
- Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information, as necessary.
- Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to CITY for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with CITY. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
- Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
- Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.

- Litigation support: in the event an acquisition is unable to be settled via voluntary means, the negotiations staff will provide a condemnation-ready case file, all relevant negotiations history and meet with City counsel as needed to provide relevant acquisition content.
- Transmit executed acquisition documents to CITY. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

#### **Title Clearance Services**

- Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
- Coordinate payment of taxes due and release of liens.
- Secure full or partial reconveyance instruments from lien holders of record.
- Coordinate lost instrument bonds as may be necessary.
- Coordinate and facilitate recordation of corrective deeds to clear vesting issues.
- Secure subordination agreements from conflicting easement holders, as needed.
- All escrow fees, title insurance and other closing fees for acquiring right of way will be the responsibility of the CITY.

#### **Escrow Coordination**

If by Negotiated Settlement: Assist the escrow/title company in the following:

- Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- Provide escrow officer with fully executed acquisition contract and notarized deed.
- Review settlement statement for accuracy.
- Coordinate deposit of acquisition price and estimated closing costs with escrow.
- After the closing, review the title insurance policy for accuracy.
- Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

#### **Eminent Domain Assistance**

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

- Prepare a letter for the CITY signature to eminent domain counsel, requesting proceeding to condemnation.
- Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
- Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
- Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based of the value of the interest required) are additional costs to be reimbursed by the CITY.
- Additional services in support of any formal legal proceeding that may be required for the condemnation process is not included in the this scope of work and will require a contract amendment.

**Deliverables:**

- Nine (9) Parcel Acquisitions

**16.7 Right of Way Certification**

CONSULTANT will prepare Right of Way Certification based upon the following tasks:

- Attend certification planning meeting with CALTRANS Right of Way Local Assistance Coordinator and project team.
- Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
- Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
- Prepare certification form in coordination with engineer and CITY to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
- Attend and coordinate pre and post-audit submittal meetings.
- The Hazardous Substances Disclosure Document (HSDD) will be prepared by the appropriate governing agency (CITY or CALTRANS).

**Deliverables:**

- Right of Way Certification

**PHASE 3 – BID SUPPORT SERVICES AND SERVICES DURING CONSTRUCTION**

Bid support services and services during construction will be phase three of the project. The CITY will proceed with the third phase upon successful completion of phase two. Bid support services and services during construction (e.g shop drawing review, RFI's, Record Drawings, Final Survey Monumentation, etc) are not included in this scope of work and will be authorized under a separate contract amendment.

**Exclusions**

- 35% Plans, Specifications, and Estimate will not be prepared as the GAD will serve as this milestone.
- A Value Analysis is not anticipated as the estimated project cost is under \$50 million per FHWA guidelines and therefore excluded from this scope of work.
- Separate Environmental Documentation for Edison Transmission power line relocation to shift horizontally or within a new corridor is excluded from this scope of work.
- Pavement testing, deflection, and rehabilitation/overlay will not be required.
- Edge drain plans will not be required.
- No retaining walls or sound walls will be required.
- The CITY will be responsible for reproduction of plans and specification for bidding.
- It has been assumed that private property owners will be compensated through the right of way appraisal and acquisition process for any impacts to their

property requiring any type of demolition, new or reconstructed improvements (i.e., landscape, irrigation, entry monuments, signs, drive circulation, parking configuration, building or other structure relocation, decorative lighting, storage sheds, planters pools, etc.); therefore, no design fees have been assumed to perform field surveys or to prepare plans for any of these "off-site" improvements.

ESTIMATED HOURS AND FEE  
SR-60 AT THEODORE STREET INTERCHANGE  
CITY OF MORENO VALLEY  
Exhibit "B-2"

RBF CONSULTING TEAM

Task Description	Hours													Total Estimated Hours	Total Estimated Fee					
	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew			Licensed Surveyor	Subconsultants	Hrs	Sub	Dollars
<b>PHASE 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT</b>																				
1.0 Draft Project Report Approved by Caltrans	164	72	119	100	36	19	19	19	19	19	19	19	19	19	1672		\$	236,356	2,405 \$ 360,399	
1.1 Task Management and Meetings	44	20	13	5	7	7	7	7	7	7	7	7	7	7	62	LSA	\$	8,726	110 \$ 17,202	
1.2 Project Scoping	20	8													8	LSA	\$	1,270	40 \$ 7,210	
1.3 Project Scheduling	8	4																		
1.4 Project Funding Support	8	16																		
1.5 Geometric Alternatives Analysis	32	20																		
1.6 Traffic Analysis and Study	12																			
1.7 Obtain Right of Entry	12																			
1.8 Selection of Locally Preferred Alternative	20	8	10																	
1.9 Construction Phasing Plan																				
1.10 Draft Project Report	8	12	80																	
2.0 Preliminary Engineering Studies Approved by Caltrans	180	48	77	238	88	7	7	7	7	7	7	7	7	7	1154		\$	214,234	2,527 \$ 427,235	
2.1 Task Management and Meetings	44	20	13	5	7	7	7	7	7	7	7	7	7	7	62	LSA	\$	8,726	110 \$ 17,202	
2.2 Geometric Plans for Project Alternatives	20	12	16																	
2.3 Drainage Assessment	12	4																		
2.4 Storm Water Data Report																				
2.5 Conceptual Stage Construction Plan	32																			
2.6 Preliminary Transportation Management Plan Data Sheet																				
2.7 Utility Assessment	8																			
2.8 Right of Way Data Sheets	32	8	24	80	24															
2.9 Life Cycle Cost Analysis																				
2.10 Preliminary Geotechnical Investigations and Evaluation	12	40	12	16																
2.11 Structure Advance Planning Study (APS)	8	8																		
2.12 Conceptual Bridge Architecture	8																			
2.13 Preliminary Landscape and Aesthetics Plan	4	4	24	16	80															
2.14 Preliminary Cost Estimates	4																			
3.0 Fact Sheets for Exceptions to Design Standards Approved by Caltrans	4	4	42	120	8	32	120	8	8	8	8	8	8	8			\$	-	210 \$ 31,788	
3.1 Fact Sheets for Exception to Design Standards	4	4	42	120	8	32	120	8	8	8	8	8	8	8						
4.0 Prepare and Circulate Draft Environmental Document	31	15	20	58	80	22	22	22	22	22	22	22	22	22	2764		\$	330,520	3,086 \$ 377,082	
4.1 Task Management and Meetings	15	7	4	2	2	2	2	2	2	2	2	2	2	2	64	LSA	\$	11,658	96 \$ 18,154	
4.2 Area of Potential Effects (APE) Map	4	4	12	32											34	LSA	\$	4,047	94 \$ 13,855	
4.3 Water Quality Assessment Report (WQAR)															102	LSA	\$	13,716	102 \$ 13,716	
4.4 Noise Study Report															316	LSA	\$	36,435	316 \$ 36,435	
4.5 Noise Abatement Decision Report (NADR)															126	LSA	\$	14,706	126 \$ 14,706	
4.6 Visual Impact Assessment (VIA)	8			80	80										6	LSA	\$	1,254	194 \$ 24,482	
4.7 Farmland Technical Memorandum															70	LSA	\$	7,308	70 \$ 7,308	
4.8 Draft Relocation Impact Statement (DRIS)															48	LSA	\$	5,195	48 \$ 5,195	



**ESTIMATED HOURS AND FEE  
SR-60 AT THEODORE STREET INTERCHANGE  
CITY OF MORENO VALLEY  
Exhibit "B-2"**

Task Description	Hours													Total Estimated Hours	Total Estimated Fee			
	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew			Licensed Surveyor	Subconsultants	
																	Hrs	Dollars
	\$ 335	\$ 216	\$ 188	\$ 268	\$ 162	\$ 138	\$ 157	\$ 146	\$ 318	\$ 96	\$ 63	\$ 271	\$ 133	\$ 198	112	\$ 16,310		
4.9 Air Quality Analysis Report (AQA)															78	\$ 9,042		
4.10 Paleontological Identification/Paleontological Eval Rpt (PIR/PER)															362	\$ 35,872		
4.11 Archaeological Survey Report (ASR)/HPSR/HER															102	\$ 13,556		
4.12 Jurisdictional Delineation (JD) Report															634	\$ 75,658		
4.13 Natural Environment Study (NES)															74	\$ 10,600		
4.14 CE/CE for Geotech Borings															346	\$ 41,794		
4.15 Screencheck Draft IS/EA															180	\$ 23,137		
4.16 Draft IS/EA															70	\$ 8,277		
4.17 Obtain Approval to Circulate															82	\$ 8,984		
4.18 Circulate Draft IS/EA																		
<b>5.0 Public Meetings and Outreach Conducted</b>																		
5.1 Public Outreach Support and Public Meetings															400	\$ 34,171		
															400	\$ 34,171		
<b>6.0 Prepare Final Env Document, Final Project Report and Obtain Env Cir</b>																		
6.1 Task Management and Meetings															417	\$ 53,578		
6.2 Prepare Response to Comments Matrix															38	\$ 6,626		
6.3 Select Preferred Project Alternative															138	\$ 18,080		
6.4 Final Project Report																		
6.5 Final Environmental Document															232	\$ 27,558		
6.6 NOD and NOA															9	\$ 1,354		
<b>7.0 Environmental Mitigation Negotiation and Permitting Complete</b>																		
7.1 Resource Agency Permit Related Coordination															420	\$ 56,308		
7.2 Federal Clean Water Act and California Fish and Game Code Permits															420	\$ 56,308		
<b>8.0 Geometric Approval Drawings Complete and Approved by Caltrans</b>																		
8.1 Geometric Approval Drawings																		
<b>9.0 Design Mapping and Surveys Complete</b>																		
9.1 Photogrammetric Surveys															122	\$ 144		
9.2 Preliminary Right of Way Mapping															40	\$ 72		
9.3 Land Net Mapping and Surveys / Pre-Con Record of Survey															24	\$ 44		
<b>10.0 Other Services Directed by the City</b>																		
10.1 Reproduction & Mileage															16	\$ 16		
10.2 Aerial Photography															48	\$ 96		
10.3 Title Reports															144	\$ 1,440		
<b>OTHER DIRECT COSTS FOR PHASE 1</b>																		
Reproduction & Mileage																\$ 46,300		
Aerial Photography																\$ 41,350		
Title Reports																\$ 4,950		
<b>PHASE 1 SUBTOTAL:</b>	523	48	331	466	20	652	1199	458	446	58	16	144	97	6827	\$ 971,487			
<b>TOTAL:</b>															11285	\$ 1,750,183		

**Item No. A.9**

**ESTIMATED HOURS AND FEE  
SR-60 AT THEODORE STREET INTERCHANGE  
CITY OF MORENO VALLEY  
Exhibit "B-2"**

RBF CONSULTING TEAM

Task Description	Hours													Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates	Total Estimated Hours	Total Estimated Fee		
	Principal \$ 335	Project Manager \$ 216	Structural Engineer \$ 188	Technical Manager \$ 268	Senior Project Engineer \$ 162	Landscape Architect \$ 138	Project Engineer/Planner \$ 157	Design Engineer \$ 146	Design Technician \$ 118	Technician \$ 96	Clerical \$ 63	2-Person Survey Crew \$ 271	1-Person Survey Crew \$ 133				Licensed Surveyor \$ 198	His
<b>PHASE 2 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE</b>																		
11.0 to Proceed to 65% PS&E (Not Required)																		0 \$
12.0 to Proceed to 95% PS&E																		
12.1 Task Management and Meetings	509	66	473	369	232	1400	1652	1032	808	38	204		72	974			\$ 153,922	
12.2 Design Surveys	185		85	55		24	21		36		204		72				\$ 80,374	
12.3 Landscape and Aesthetics Plan			24		60			60									\$ 74,856	
12.4 Bridge Site Data Submittal			8			24		16									\$ 21,792	
12.5 Bridge Type Selection			24		60		40	80									\$ 7,800	
12.6 Storm Water Data Report															162	PB	\$ 29,512	
12.7 Drainage Report			8	12		72	88	40							220		\$ 22,866	
12.8 Transportation Management Plan Data Sheet															50	PB	\$ 32,960	
12.9 Geotechnical Design and Reports															298	LEI	\$ 7,802	
12.10 Supplemental Fact Sheets for Exception to Standards for PS&E			6			40	60				8						\$ 52,534	
12.11 Draft Roadway Plans																	\$ 17,152	
Title Sheet							4	2	6								\$ 1,496	
Typical Cross Sections	12		16			40	32	32	32								\$ 20,904	
Key Map and Line Index						4	4	4	4								\$ 1,596	
Layout Plans	40		38			120	112	112	112								\$ 64,768	
Removal Plans			8			16	10	10	10								\$ 7,076	
ADL Removal and Placement Plans			8			14	10	10	10								\$ 6,762	
Profile and Superlevation Plans	12		10			40	26	32	32								\$ 18,420	
Construction Details	24		24			50	96	80	80								\$ 41,162	
Contour Grading Plans	40		28			112	120	100	100								\$ 60,848	
Summary of Quantities	24		24			60	80	80	80								\$ 40,396	
12.12 Draft Utility Plans	16		24			40	40	40	40						58	US	\$ 9,736	
12.13 Draft Drainage Plans																	\$ 13,672	
Water Pollution Control Plans				4		24	44	24	24								\$ 33,866	
Drainage Plans			8	12		54	104	70	70								\$ 24,426	
Drainage Profiles					8	40	75	50	50								\$ 34,060	
Drainage Details					10	80	120	20	20								\$ 29,792	
Drainage Quantities					12	40	96	64	64								\$ 7,084	
12.14 Draft Stage Construction/Traffic Handling Plans																	\$ 31,329	
Stage Construction Index Plans															44	PB	\$ 7,084	
Traffic Handling Plans															214	PB	\$ 31,329	
Construction Area Signs															36	PB	\$ 5,783	
Temporary Signal Plans (Not Required)																	\$ 0	
Detour (Temp Rdwy) Plans / Profiles (Not Required)																	\$ 0	
Detour (Construction Area Sign) Plans															40	PB	\$ 6,105	
Detour Details															21	PB	\$ 3,007	
Stage Construction Quantities															51	PB	\$ 7,856	

**ESTIMATED HOURS AND FEE  
SR-60 AT THEODORE STREET INTERCHANGE  
CITY OF MORENO VALLEY  
Exhibit "B-2"**

Task Description	Hours													Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates	Total Estimated Hours	Total Estimated Fee	
	Dollars																
	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscaper/Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical	2-Person Survey Crew	1-Person Survey Crew				Licensed Surveyor
	\$ 335	\$ 216	\$ 188	\$ 268	\$ 162	\$ 138	\$ 157	\$ 146	\$ 118	\$ 96	\$ 63	\$ 271	\$ 133	\$ 198			
12.15 Draft Traffic Plans		16		8			48	72		58						202	\$ 29,216
Pavement Delineation Plans				4			12	12		12						40	\$ 5,860
Pavement Delineation Quantities		16		25			36	72		48						197	\$ 30,928
Sign Plans				8			12	20		16						56	\$ 8,484
Sign Details				14			24	12		20						80	\$ 13,952
Sign Quantities																	
12.16 Draft Highway Planting Plans																	
Planting Plans / Erosion Control Plans						68			92							160	\$ 20,240
Planting Details / Quantities						12			28							40	\$ 4,960
Irrigation Plans						68			92							160	\$ 20,240
Irrigation Details / Quantities						12			28							40	\$ 4,960
12.17 Draft Electrical Plans																	
Electrical - Traffic Signal Plans		20		18			50	26		30						144	\$ 23,670
Electrical - Lighting & Sign Illumination Plans & Details		30		36			66	80		64						296	\$ 47,454
Electrical - Ramp Metering Plans		12		12			28	30		18						100	\$ 16,312
Electrical - Structure Plans			40				160	120		360						680	\$ 93,440
12.18 Draft Structure Plans			40	2	30	26	8	126								232	\$ 42,154
12.19 Special Provisions		12			10	4	80	28	8							142	\$ 22,356
12.20 Cost Estimate																	
<b>95% Design Plans, Specifications, and Estimates Authorized by Caltrans 13.0 to Proceed to 100% PS&amp;E</b>		<b>118</b>	<b>72</b>	<b>88</b>	<b>383</b>	<b>44</b>	<b>343</b>	<b>446</b>	<b>224</b>	<b>160</b>	<b>9</b>				<b>334</b>	<b>2,221</b>	<b>\$ 339,895</b>
13.1 Task Management and Meetings		56		26	17		7	6								121	\$ 24,360
13.2 Update Reports					8		24	40	24							302	\$ 41,260
13.3 Update Roadway Plans		20		15			54	64		96						250	\$ 35,646
Update Utility Plans							8	16								51	\$ 7,784
Update Drainage Plans				6	48		96	80	24							254	\$ 38,968
Update Stage Construction/Traffic Handling Plans																101	\$ 16,127
Update Traffic Plans		12		8			28	28		40						116	\$ 17,060
Update Highway Planting Plans							22	12		24						80	\$ 10,080
Update Electrical Plans		10		8			280	150	120							600	\$ 90,400
13.4 Update Structure Plans			40				72									164	\$ 30,472
13.5 Update Special Provisions		20	32	24	8	8	32	40	8							106	\$ 15,924
13.6 Update Cost Estimate																	
14.0 100% Design Plans, Specifications, and Estimates Ready-To-List		<b>84</b>	<b>46</b>	<b>64</b>	<b>108</b>	<b>28</b>	<b>276</b>	<b>184</b>	<b>104</b>	<b>140</b>	<b>6</b>				<b>233</b>	<b>1,273</b>	<b>\$ 194,601</b>
14.1 Task Management and Meetings		34		16	10		4	4								74	\$ 14,842
14.2 Final Roadway Plans		28		24	28	16	130	140	36	140						775	\$ 110,773
14.3 Final Structure Plans			16		40		40	60								156	\$ 22,408
14.4 Final Special Provisions		10	24	24	4	8	38									108	\$ 20,622
14.5 Final Cost Estimate			4		10	4	32		8							58	\$ 8,892
14.6 Resident Engineer's File		12	2		16		72									102	\$ 16,864
<b>15.0 Right of Way Legal/Plats and Appraisal Reports Complete</b>		<b>19</b>		<b>65</b>	<b>6</b>		<b>131</b>	<b>2</b>	<b>48</b>	<b>384</b>	<b>3</b>				<b>162</b>	<b>820</b>	<b>\$ 118,112</b>

ESTIMATED HOURS AND FEE  
 SR-60 AT THEODORE STREET INTERCHANGE  
 CITY OF MORENO VALLEY  
 Exhibit "B-2"

RBF CONSULTING TEAM

Task Description	Hours											Total Estimated Hours	Total Estimated Fee					
	Principal	Project Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Engineer	Landscape Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician			Clerical	2-Person Survey Crew	1-Person Survey Crew	Licensed Surveyor	Subconsultants
	\$ 335 \$ 216	\$ 188 \$ 268	\$ 162 \$ 136	\$ 157 \$ 138	\$ 146 \$ 118	\$ 96 \$ 63	\$ 271 \$ 133	\$ 198 \$ 133	Sub	Dollars	His			Dollars	His	Dollars	His	Dollars
15.1 Task Management and Meetings	19			9	6	3	2										42	\$ 8,440
15.2 Right of Way Requirement Maps		24		80	48	72											224	\$ 31,568
15.3 Appraisal Map		2				40									12		54	\$ 6,749
15.4 Legal Descriptions		14			192										144		350	\$ 50,864
15.5 Right of Way Map		16			48	80									6		150	\$ 20,891
<b>16.0 Right of Way Acquisition Complete</b>	<b>12</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>608</b>	<b>\$ 62,465</b>	<b>\$ 67,899</b>
16.1 Task Management and Meetings	12	6	4	2	1	2	2	2	2	2	2	2	2	2	2	608	\$ 62,465	\$ 67,899
16.2 Utility Coordination																	27	\$ 5,434
16.3 Utility Notices																	8	\$ 1,158
16.4 Utility Relocations																	20	\$ 3,145
16.5 Acquisition Coordination																	64	\$ 7,338
16.6 Acquisition Documentation																	443	\$ 44,115
16.7 Right of Way Certification																	40	\$ 4,120
																	33	\$ 2,689
<b>OTHER DIRECT COSTS FOR PHASE 2:</b>																		
Reproduction & Mileage																		\$ 75,550
Appraisals and Review Appraisal																		\$ 4,000
Utility Potatoes																		\$ 71,550
																		\$ 4,000
<b>PHASE 2 SUBTOTAL:</b>	<b>742</b>	<b>184</b>	<b>870</b>	<b>304</b>	<b>2152</b>	<b>1408</b>	<b>58</b>	<b>204</b>	<b>234</b>	<b>2149</b>	<b>\$ 372,791</b>	<b>12778</b>	<b>\$ 2,047,143</b>					
<b>TOTAL ESTIMATED HOURS AND BUDGET:</b>	<b>1265</b>	<b>232</b>	<b>1027</b>	<b>324</b>	<b>2804</b>	<b>1838</b>	<b>116</b>	<b>220</b>	<b>331</b>	<b>8976</b>	<b>\$ 1,344,258</b>	<b>24063</b>	<b>\$ 3,797,327</b>					

**SR-60/Theodore Street Interchange Improvement Project  
Project Approval and Environmental Document Phase**

Milestone Payment Schedule  
June 12, 2013

Task	Begin	End	Duration	Cost
<b>PHASE 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT</b>				
1.0 Draft Project Report Approved by Caltrans	7/15/2013	8/1/2014	13	\$360,399
2.0 Preliminary Engineering Studies Approved By Caltrans	10/1/2013	5/1/2014	7	\$427,235
3.0 Fact Sheets for Exceptions to Design Standards Approved By Caltrans	10/1/2013	5/1/2014	7	\$31,788
4.0 Prepare and Circulate Environmental Document	10/1/2013	8/1/2014	10	\$377,082
5.0 Public Meetings and Outreach Conducted	5/1/2014	10/1/2014	5	\$42,323
6.0 Prepare Final Environmental Document, Final Project Report, and Obtain Environmental Clearance	8/1/2014	3/1/2015	7	\$87,220
7.0 Environmental Mitigation Negotiation and Permitting Complete	8/1/2014	3/1/2015	7	\$56,308
8.0 Geometric Approval Drawings Complete and Approved By Caltrans	1/1/2014	8/1/2014	7	\$94,676
9.0 Design Mapping and Surveys Complete	7/1/2013	1/1/2014	6	\$58,136
10.0 Other Services Directed by the City				\$99,556
OTHER DIRECT COSTS FOR PHASE 1				\$115,460
<b>PHASE 1 SUBTOTAL</b>				<b>\$1,750,183</b>

**SR-60/Theodore Street Interchange Improvement Project  
Project Approval and Environmental Document Phase**

Milestone Payment Schedule  
June 12, 2013

<b>PHASE 2 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE</b>					
11.0 35% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 65% PS&E					\$0
12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E	5/1/2014	1/1/2015	8		\$1,227,086
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E	1/1/2015	8/1/2015	7		\$339,895
14.0 100% Design Plans, Specifications, and Estimates Ready-To-List	8/1/2015	12/31/2015	5		\$194,601
15.0 Right of Way Legal/Plats and Appraisal Reports Complete	1/1/2014	1/1/2015	12		\$118,112
16.0 Right of Way Acquisition Complete	1/1/2014	12/31/2015	24		\$67,899
<b>OTHER DIRECT COSTS FOR PHASE 2</b>					
					\$99,550
<b>PHASE 2 SUBTOTAL</b>					\$2,047,143
<b>TOTAL BUDGET</b>					\$3,797,326

**RBF CONSULTING**

**LABOR RATE SCHEDULE  
SR-60/THEODORE STREET INTERCHANGE  
PROFESSIONAL PLANNING AND ENGINEERING SERVICES**

June 25, 2013

STAFF NAME	CLASSIFICATION	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Steve Huff	Principal	Principal			\$113.95	\$334.82
Tim Haile	Project Manager	Project Manager			\$73.56	\$216.14
Darin Johnson	Senior Technical Manager	Engineering Lead			\$91.35	\$268.42
Josue Vaglienty	Project Engineer	Roadway Design			\$53.56	\$157.38
Carrie Davis	Senior Project Engineer	Project Report			\$55.00	\$161.61
Alan Su	Project Engineer	Cost Estimates			\$53.00	\$155.73
Patrick Cruz	Design Technician	Roadway Design			\$40.00	\$117.53
Rebecca Kelcher	Design Technician	Life Cycle Cost Analysis			\$36.55	\$107.40
Daniel David	Technician	Drafting			\$27.50	\$80.80
Randy Ratzlaff	Project Engineer	Engineering QC			\$52.01	\$152.82
Jennifer Chan	Design Engineer	Roadway Design			\$48.85	\$143.54
Steven Nguyen	Technician	Roadway Design			\$32.70	\$96.08
Carlos Ortiz	Technical Manager	Traffic Lead			\$89.43	\$262.77
Gary Tolmie	Design Engineer	Traffic Engineer			\$40.90	\$120.18
Antonio Salas	Technician	Traffic Engineer			\$29.95	\$88.00
						\$0.00
Brad Losey	Project Engineer	Drainage Lead			\$49.76	\$146.21
Barbara Vealey	Project Engineer	Drainage Engineer			\$52.00	\$152.79
Anna Lantin	Technical Manager	Water Quality Lead			\$98.08	\$288.19
Terrence Chen	Design Engineer	SWDR			\$44.17	\$129.79
Kevin Evarts	Design Technician	SWDR			\$39.12	\$114.95
Brad Mielke	Structural Engineer	Structures Lead			\$98.08	\$288.19
Sal Sheikh	Structural Engineer	Structural Engineer			\$64.00	\$188.05
Jessica Mosquera	Project Engineer	Structures Engineer			\$50.01	\$146.95
Tihomir Kirilov	Project Engineer	Independent QC			\$50.73	\$149.06
Ciprian Stelea	Design Engineer	Structures Engineer			\$44.50	\$130.76
Cathy Johnson	Landscape Architecture	Aesthetics			\$46.95	\$137.95
Daniel Baxter	Design Engineer	Aesthetics			\$35.31	\$103.75
Robert Klekner	Project Planner	Aesthetics			\$40.95	\$120.32
Kristen Bogue	Project Planner	Visual Impact Assessment			\$35.28	\$103.66
Tracy Worth	Technician	VIA/Aesthetics			\$26.25	\$77.13
Larry Truman	Licensed Surveyor	Design Surveys & Maps			\$67.31	\$197.78
John Duquet	Design Engineer	Right of Way Mapping			\$49.50	\$145.45
Argenis Urena	Technician	Right of Way Mapping			\$24.60	\$72.28
Paul Schell	Party Chief	Surveyor			\$46.95	\$137.95
Matt Nees	Instrument Man	Surveyor			\$45.26	\$132.99
Amy Bardos	Clerical				\$21.50	\$63.17

INDIRECT COST	
Overhead	116.77%
General & Admin	50.35%
<b>Total</b>	<b>167.12%</b>

FEE (PROFIT)	10%
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Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
<b>TOTAL</b>	<b>36</b>		<b>0.00%</b>

**EXHIBIT B-3**  
**LSA ASSOCIATES, INC**





LSA ASSOCIATES, INC.  
20 EXECUTIVE PARK, SUITE 200  
IRVINE, CALIFORNIA 92614

949.553.0666 TEL  
949.553.8076 FAX

BERKELEY  
CARLSBAD  
FORT COLLINS

FRESNO  
PALM SPRINGS  
PT. RICHMOND

RIVERSIDE  
ROCKLIN  
SAN LUIS OBISPO

June 14, 2013

Tim Haile, P.E.  
RBF Consulting  
3300 East Guasti Road, Suite 100  
Ontario, CA 91761

Subject: Theodore/SR 60 Interchange Environmental Scope of Work

Dear Mr. Haile:

LSA Associates, Inc. (LSA or CONSULTANT) is pleased to provide you with this scope of work to provide environmental documentation for the improvements to the Theodore/SR-60 Interchange project in the City of Moreno Valley.

We anticipate, based on the Preliminary Environmental Analysis Report (PEAR) prepared for the proposed project, the level of environmental documentation environmental clearance of the project under both CEQA and NEPA to be an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI) with the following supporting technical studies:

- Air Quality and Greenhouse Gases
- Noise
- Natural Environment Study (NES)
- Cultural and Paleontological Resources
- Farmland Technical Memorandum
- Geotechnical
- Phase I Hazardous Materials
- Relocation Impact Statement
- Water Quality
- Visual Resources
- Traffic
- Water Quality

Environmental analyses will be performed to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). We will meet with Caltrans to scope the technical studies and address any comments made on draft environmental documents.

The scope of work presented below is based on the PEAR and LSA's extensive knowledge of the project area. LSA understands the Client will contract separately to prepare a traffic study, Visual Impact Assessment (VIA), and Initial Site Assessment (ISA). The Client will prepare a Floodplain Encroachment Summary and the Area of Potential (APE) map. All these studies will be provided to LSA in PDF format for inclusion in the environmental document.

The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The challenge of this project is to balance the needs of the traveling public with the physical disruptions to the natural, built, and human environment. The only development existing

within or adjacent to the project site consists of existing roadway facilities, an industrial/warehousing facility (Skechers) to the southwest, and one single-family residence to the northeast.

There are Edison power lines that will require relocation because of impacts of the proposed project. The environmental effects of relocating these poles will be covered in the Area of Potential Effect (APE) map and technical and environmental documents (IS/MND and EA/FONSI).

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/SWPPP approvals through the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies, or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity. For this proposed project, special considerations may entail resource agency permits, the potential for hazards/hazardous materials within the proposed project limits, and pre-construction biological resource surveys.

According to the Moreno Valley General Plan EIR (Table and Figure 5.10-1) the area of potential effect of the proposed alternatives contains three potential historic resources in the northeast quadrant of the interchange that will require evaluation for potential historic effects. A Historic Property Survey Report (HPSR) that includes an Archaeological Survey Report (ASR) and a Historical Resources Evaluation Report (HRER), to evaluate effects to any historic structures or resources in the area of potential effect will be prepared.

Of greatest concern are the project alternatives effects on biological resources. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project. Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. For this project, studies and findings will include: focused species surveys for burrowing owl, Los Angeles pocket mouse, riparian birds; habitat assessment for fairy shrimp and bats; a jurisdictional delineation; MSHCP Equivalency Finding; MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP); and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

There is the potential for the built alternative to effect a blue line stream that drains into Mystic Lake located east of the interchange between Theodore and Gilman Springs. This stream contains vegetation that may be habitat for riparian bird species. A jurisdictional "waters of the U.S." determination will be prepared according to current Corps standards. Finally, we will determine the extent of any streambed and associated riparian areas are subject to review by California Department of Fish and Wildlife under Section 1600 et seq. of the Fish and Game Code.

## SCOPE OF WORK

Environmental analyses will be performed for two (2) build alternatives to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). All technical studies and the environmental document will be reviewed by Caltrans. For purposes of this scope, one round of internal CONSULTANT project team review and two (2) rounds of Caltrans review are anticipated for each deliverable. The level of effort for the technical studies and the environmental document assumes providing no more than two bound hard copies, one unbound hard copy, and the remainder of the copies on CD for each submittal.

CONSULTANT has prepared a PEAR that has been submitted to Caltrans for review but not approved (signed). The scope of work presented below is based on the draft PEAR and CONSULTANT's extensive knowledge of the project area.

The Environmental Document will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and 23 CFR 771. This scope of work is based on the IS/EA Annotated Outline dated October 1, 2012). CONSULTANT will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. CONSULTANT shall prepare, as separate deliverables in advance of the screencheck draft ED Caltrans approval, the project Purpose and Need and the Project Description.

The Purpose and Need and Project Description that will be circulated to Caltrans for review and approval will be a concise document that is appropriate for use in the technical studies. The Caltrans SER IS/EA template requires a more expanded Purpose and Need and Project Description in Chapter 1 of the IS/EA, which will be developed later in the process.

### ***1.0 ENVIRONMENTAL TECHNICAL STUDIES***

#### ***1.1 Task Management and Meetings***

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in ten (10) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

#### ***Deliverables:***

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 10 PDT meetings

### ***1.2 Project Scoping***

LSA will prepare a Scoping Document at the outset of the environmental process that will identify the assumptions for each of the technical studies. This document will be presented to Caltrans staff after review by the Client. The objective is to get Caltrans' concurrence on the assumptions used in the analysis for each one the technical subjects so there is limited exposure to misunderstandings between Caltrans and LSA as to what the technical studies are to contain and how the analysis is to be conducted. This will protect the Client, LSA, and Caltrans if disagreements among technical experts occur during the review of the technical studies and environmental document. LSA will attend one meeting with Caltrans and the Client to present the scoping document.

#### ***Deliverables:***

- Preparation of a Scoping Document – 10 hard bound copies
- Attendance at one (1) meeting with Caltrans to present the Scoping Document.
- Attendance at one meeting with the Project Team to discuss the schedule.

### ***1.6 Traffic Analysis and Study***

LSA will review the traffic analysis (prepared by others) and coordinate with RBF Consulting regarding the traffic data required for use as the basis for preparing the Air Quality Analysis, the Noise Study Report, the project description, and the traffic section for the environmental document.

### ***1.8 Selection of Locally Preferred Alternative***

LSA will provide environmental support to RBF Consulting for identification of the Locally Preferred Alternative.

## ***4.0 PREPARE AND CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT***

### ***4.1 Task Management and Meetings***

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in four (4) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

#### ***Deliverables:***

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 4 PDT meetings

#### **4.2 Area of Potential Effects (APE) Map**

In consultation with Caltrans, CONSULTANT will develop an Area of Potential Effects (APE) map on a base map provided by the project engineer. The APE map will depict the existing topography; grading limits; borrow and staging areas; relocation of the Edison power poles, temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project.

##### **Deliverables**

- Draft/Final Area of Potential Effects (APE) Map

#### **4.3 Water Quality Assessment Report (WQAR)**

CONSULTANT will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

##### **Deliverables:**

- Draft/Final WQAR - 6 hard copies of the Draft and Final and one CD-ROM.

#### **4.4 Noise Study Report**

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report (NSR) will be prepared to analyze two (2) build and a no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol (August 2011) requirements. Tasks to be completed by CONSULTANT include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.

- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative when there are existing major roadways in the proposed alignment. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the actual 2035 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic will be capped at 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

***Assumptions:***

- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model at 10 sites within the APE.
- Use FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future 2 build alternatives and the future no build alternative.

***Deliverables:***

- Draft/Final NSR - 6 hard copies of the Draft and Final and one CD-ROM.

***4.5 Noise Abatement Decision Report (NADR)***

CONSULTANT will prepare a Draft Noise Abatement Decision Report (NADR) following criteria described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, CONSULTANT will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, sound wall surveys will be prepared for review by Caltrans for properties which would be affected by sound wall construction. The approved sound wall surveys will be mailed to affected property owners during the public review period of the Draft ED.

A Final NADR will be prepared that incorporates the results of the sound wall surveys and final determinations regarding reasonable and feasible walls. The NADR is a design document that must be signed by the Project Engineer.

***Assumptions:***

- Assumes up to 25 mailings.

***Deliverables:***

- Draft/Final NADR - 6 hard copies of the Draft and Final and one CD-ROM.

***4.6 Visual Impact Assessment***

The VIA is being prepared by RBF. LSA will review the VIA for use as the basis for preparing the Visual Impact Section of the Draft IS/EA.

***4.7 Farmland Technical Memorandum***

According to the California Department of Conservation's 2010 map denoting *Riverside County Important Farmland*, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. If farmlands will be disrupted by the proposed project, CONSULTANT will prepare Form AD 1006 for submittal to Caltrans. The results determine if mitigation will be required. The Land Evaluation and Site Assessment (LESA), originally developed by the NRCS, will be used for quantifying the merits of retaining, in agricultural use, parcels proposed for conversion.

***Assumptions:***

- Assumes Form AD 1006 for submittal to Caltrans will be prepared if farmlands will be disrupted by the proposed project.

***Deliverables:***

- Draft/Final Farmland Technical Memorandum - 6 hard copies of the Draft and Final and one CD-ROM.

***4.8 Draft Relocation Impact Statement (DRIS)***

A Draft Relocation Impact Statement (DRIS) will be prepared in accordance with Chapter 602, Relocation Impact Documents, of the Caltrans Relocation Assistance and Housing Procedures Manual. This task includes a site visit, research, and preparation of the DRIS, including exhibits. The study will include the following items for all alternatives being studied:

- Number and type of residential and nonresidential displacements
- Current and anticipated availability of relocation resources
- A discussion of any relocation problems specific to this project, along with suggested solutions to those problems

After a preferred alternative has been selected, if required, a Final Relocation Impact Statement (FRIS) will be prepared in conjunction with the final environmental document.

Both the DRIS and the FRIS depend upon the provision of accurate Right of Way Data Sheets prepared by CONSULTANT. Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of Caltrans as they are typically done after completion of the PA/ED phase.

***Assumptions:***

- Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of CALTRANS as they are typically done after completion of the PA/ED phase.

***Deliverables:***

- Draft/Final Relocation Impact Statement - 6 hard copies of the Draft and Final and one CD-ROM.

***4.9 Air Quality Analysis Report (AQA)***

CONSULTANT will conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the environmental document. The proposed project is located within the South Coast Air Basin (SCAB) region of Riverside County. Therefore, the project is subject to the South Coast Air Quality Management District's (SCAQMD) rules and regulations.

The Air Quality Analysis Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions. The Air Quality Report will also analyze and discuss the presence/ absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts. In addition, the proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

The Air Quality Report will include the project listings from the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) and describe how the proposed project is consistent with those listings. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Coordination with EPA, Caltrans, and FHWA through SCAG's Transportation Conformity Working Group (TCWG) will be necessary to ensure that the proposed project would not violate/exacerbate air quality in the SCAB.

In addition to the air quality analysis, CONSULTANT will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas" required for NEPA delegation.



**Deliverables:**

- Draft/Final TCWG PM Hot Spot Form
- Draft/Final Air Quality Report - 6 hard copies of the Draft and Final and one CD-ROM.
- Draft/Final Air Quality Conformity Report and Checklist

**4.10 Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)**

Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) *Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology* (Revised February 2012<sup>1</sup>); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995<sup>2</sup> and 2010<sup>3</sup>).

This scope of work for paleontological resources includes the initial tasks that are required for this project. If findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the Caltrans *SER, EH, Volume 1, Chapter 8 – Paleontology*, such as a Paleontological Mitigation Plan (PMP). The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search.** CONSULTANT will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by CONSULTANT. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey.** Depending on the results of the locality search, CONSULTANT will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** CONSULTANT will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** CONSULTANT will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant

<sup>1</sup> <http://www.dot.ca.gov/ser/vol1/sec3/physical/Ch08Paleo/chap08paleo.htm>.

<sup>2</sup> Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines*. Society of Vertebrate Paleontology News Bulletin, No. 163, January 1995: 22–27.

<sup>3</sup> Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources*, Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. If required, the PMP must be completed prior to the beginning of construction. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present, and the purpose of the PMP is to develop mitigation, for those significant resources.

Occasionally the PIR/PER will determine that despite the results of the literature search, it is unlikely that the project will encounter significant resources during construction. This may be due to sediments or rock units in the project area not being sensitive for paleontological resources (such as being too young <10,000 years, or being a rock unit like granite or a metamorphic rock that do not contain fossils); or previous construction in the area removing the sensitive sediments, or burying the sensitive sediments with fill deeper than depths that which will be encountered during the project. In these cases, a PMP will not be required, and the reason will be specified in the PIR/PER.

***Assumptions:***

- Assumes negative findings.
- CONSULTANT will complete a windshield or pedestrian survey of the project footprint.
- Assumes the PIR and PER will be combined into a single document.

***Deliverables***

- Draft/Final PIR/PER - 6 hard copies of the Draft and Final and one CD-ROM.

***4.11 Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)***

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

***Native American Consultation.*** As directed by Caltrans, CONSULTANT will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

***Records Search.*** CONSULTANT will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands,

California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

**Archival Research/Historic Outreach.** CONSULTANT will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, CONSULTANT will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. CONSULTANT will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. CONSULTANT stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

**Field Surveys.** CONSULTANT will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, then CONSULTANT will request additional budget authorization from the CITY before proceeding with any out of scope work.

**Historic Property Survey Report (HPSR).** CONSULTANT will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

**Archaeological Survey Report (ASR).** CONSULTANT will prepare an ASR that details results of the records search and archaeological field survey.

**Historical Resources Evaluation Report (HRER).** CONSULTANT will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

**Assumptions:**

- Assumes negative results for archaeology.
- Assumes up to 3 historic structures to be evaluated.

***Deliverables:***

- Draft/Final HPSR - 6 hard copies of the Draft and Final and one CD-ROM including:
  - Draft/Final ASR;
  - Draft/Final HRER (with DPR forms); and
  - Native American consultation record (includes sample letters, phone logs, etc.).

***4.12 Jurisdictional Delineation (JD) Report***

A focused wetland/jurisdictional delineation will be completed by CONSULTANT according to Corps and CDFW criteria. Wetland delineations for Section 404 purposes must be conducted according to the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008) and the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987). We anticipate that a routine delineation, tailored to the site characteristics, will be adequate. A jurisdictional "waters of the U.S." determination will also be completed according to the current Corps standards. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The recommended time for conducting the jurisdictional delineation is between January and March. The results of the draft jurisdictional delineation/determination will require verification and approval by the Corps and CDFW.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of future permit application and for inclusion as a technical appendix in the environmental document. Accordingly, the report will identify and quantify jurisdictional areas and features by alternative, including a breakdown of wetlands and non-wetland waters of the U.S., as well as an estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional waters of the U.S.

The jurisdictional waters delineation, consisting of a map in the appropriate scale and data forms will be submitted to the Caltrans for review and approval.

***Assumptions:***

- Assumes one jurisdictional waters.

***Deliverables:***

- Draft/Final Wetlands Delineation Report 6 hard copies of the Draft and Final and one CD-ROM.
- Rapanos Form

***4.13 Natural Environment Study (NES)***

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project.

The MSHCP serves as a comprehensive, multi-jurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the FESA of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating jurisdictions to authorize the “take” of both the plant and wildlife species identified within the MSHCP area. Regulation of the “take” of threatened, endangered, and rare species is authorized by the Wildlife Agencies (USFWS and CDFW), which allow “take authorization” for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special status species (including Criteria Area and Narrow Endemic Plant species in context with the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include: focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a “Permittee” of the MSHCP, and receives “take” authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

CONSULTANT will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (CNDDDB) (California Department of Fish and Wildlife [CDFW], 2013) and the California Native Plant Society’s *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2013) will be examined. In accordance with Caltrans guidelines, CONSULTANT will be available to assist Caltrans with a letter request to the U.S. Fish and Wildlife Service (USFWS) for a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the Natural Environment Study (NES).

CONSULTANT will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and

animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, CONSULTANT will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of the CITY.

The proposed scope of services includes preparation of a draft NES to be reviewed by the CITY and Caltrans. CONSULTANT will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. CONSULTANT will respond to comments and update the NES as needed for completion of each cycle.

***Vegetation Mapping and Field Surveys.*** Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

***Focused Burrowing Owl Surveys.*** The project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools.

CONSULTANT will conduct an habitat site assessment (HSA) of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFW and USFWS. Surveys will be conducted between February 1 and August 31 at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

***Focused Survey for Riparian Birds.*** An HSA for riparian birds will be conducted within the entire project study area, as required under the MSHCP. Preliminary review of the aerial photographs for the project area shows a vegetated drainage course along the southeastern portion of the project. This drainage may provide potential suitable habitat for the least Bell's vireo (*Vireo bellii pusillus*) (LBV). Focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS. Focused surveys for the other MSHCP riparian birds (southwestern willow flycatcher and yellow-billed cuckoo) are likely not required, which are anticipated to be confirmed by the results of the HSA. Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey

results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

***Focused Small Mammal Surveys.*** The eastern end of the project, near Gilman Springs Road, is within the MSHCP designated survey area for Los Angeles pocket mouse (LAPM). CONSULTANT will conduct an HSA of the designated survey area within the project according to small mammal survey protocol. If suitable habitat for Los Angeles pocket mouse is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

If the project results in ground disturbance within the MSHCP designated survey area for LAPM, it is likely that focused surveys will be required. It is anticipated that a single complete survey (five consecutive nights of trapping) will be sufficient to determine the presence or absence of this species in the small mammal biological study area (BSA). Focused surveys will be conducted according to accepted state survey protocols between May 1 and September 15. Surveys for LAPM are contingent on weather and nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under CDFW permits for working with the LAPM.

***Habitat Site Assessment for Fairy Shrimp.*** Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean and vernal pool fairy shrimp may be required.

If a focused fairy shrimp survey is required, this may impact the CITY's desired schedule. A complete survey consists of two wet season surveys within a 5-year period, or a wet season survey immediately preceded or followed by a dry season survey. Dry season surveys require special written authorization from the United States Fish and Wildlife Service (USFWS) and are not always permitted. If the HSA determines the need for a focused fairy shrimp survey, a separate scope and fee for the focused fairy shrimp surveys will be provided.

***Habitat Site Assessment for Bats.*** CONSULTANT will conduct a bat assessment at the bridge structure over SR-60 in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in order to satisfy CEQA requirements for special-interest species.

***MSHCP Consistency Report.*** CONSULTANT will prepare a stand-alone MSHCP Consistency Report as an Appendix to the NES. The report will identify any requirements pursuant to the MSHCP objectives including the following:

- Conservation Requirements including Compliance with Criteria Cells and Public/Quasi-Public Lands conservation;
- Riparian, Riverine, Vernal Pool Conservation Objectives;
- Habitat assessments and/or surveys for sensitive species within specified survey areas (such as least Bell's vireo, Los Angeles pocket mouse, or endangered fairy shrimp); and
- Urban Wildland Interface Guidelines.

The site visit for the NES and focused surveys discussed above will be utilized for the preparation of the MSHCP Consistency Report. The MSHCP Consistency Report will be submitted for approval by Caltrans, as Caltrans is a Permittee of the MSHCP. If the project will affect any of the above conservation objectives, the project will be required to go through the Joint Project Review (JPR) process with the Regional Conservation Authority (RCA), as discussed below in Task 3.12.7.3.

The project is a Covered Activity under the MSHCP and is specifically called out as a Planned Facility in Table 7-4 of the MSHCP. The project is not located within Criteria Cells designated for conservation by the MSHCP. The MSHCP Consistency Assessment will be included as a separate section in the NES. The Determination of Biologically Equivalent or Superior Preservation (DBESP), as discussed below will be an appendix to the NES.

***Determination of Biologically Equivalent or Superior Preservation Report.*** A Determination of Biologically Equivalent or Superior Preservation (DBESP), including an analysis of functions and values of riparian/riverine areas, may be required if there are riverine/riparian areas, vernal pools, or if the least Bell's vireo or Los Angeles pocket mouse are present on the site, which will be affected by the proposed project. The DBESP shall include the following information:

- Definition of the project area.
- A written project description, demonstrating why an avoidance alternative is not possible.
- A written description of biological information available for the project site including the results of resource mapping.
- Quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects.
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
  - Effects on Conserved Habitats;
  - Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
  - Effects on riparian linkages and function of the MSHCP Conservation Area

Copies of the DBESP will be provided to the CDFW and USFWS for a 60-day review and response period.

***Joint Project Review.*** Project design and potential impacts to riparian vegetation and special species survey areas within the proposed project area will be subject to Joint Project Review (JPR) by the Regional Conservation Authority (RCA). The RCA reviews the Local Lead Agency's determination



for compliance with the MSHCP conservation objectives and other MSHCP requirements. The JPR includes a 60-day period for the USFWS and CDFW for review of the DBESP report. This review is intended to achieve a project design that will be acceptable for subsequent permit issuance by the USFWS and CDFW.

If a JPR is required, CONSULTANT will coordinate with the RCA to ensure the project complies with MSHCP conservation objectives and other MSHCP requirements. CONSULTANT will coordinate with the project team and respond to comments from the RCA, USFWS, and CDFW, as required. This scope includes 40 hours for coordination time and meetings during the JPR process.

***Assumptions:***

- The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31.

***Deliverables:***

- Draft/Final NES – 6 hard copies of the Draft and Final and one CD-ROM.

***4.14 Categorical Exemption/Categorical Exclusion for Geotechnical Borings***

To provide information needed for preliminary design, geotechnical boring activities will need to be conducted as an early task in the engineering effort. CONSULTANT will prepare a Class 6 Categorical Exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6004 for approval by Caltrans. CONSULTANT will provide Caltrans 6 copies of the CE/CE. Once the CE/CE is approved CONSULTANT will file it with the State Clearinghouse and Riverside County Clerk.

***Deliverable:***

- CE/CE for Geotechnical Borings - 6 hard copies and one CD ROM.

***4.15 Screencheck Draft IS/EA***

The Screencheck Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. CONSULTANT will not proceed with this task until the appropriate environmental document, including NEPA CE, is considered and discussed with CALTRANS and CONSULTANT is authorized by the CITY to proceed with this task.

Tasks to be completed by CONSULTANT include:

- Prepare a Screencheck Draft IS/EA following the guidance stated above;
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to Caltrans along with the Screen-check Draft IS/EA;

- Revise Screencheck Draft IS/EA per Caltrans' comments and submit for review and/or approval (Up to 5 hardcopies and 5 CD ROMs); and
- Resolve any additional comments in a workshop setting.

***Deliverables:***

- Screencheck Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet (Up to 5 hardcopies and 5 CD ROMs).

***4.16 Draft Initial Study (IS) / Environmental Assessment (EA)***

The Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

***Assumptions:***

- A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment.
- Assumes no legal review is required.

***Deliverables:***

- Final Draft IS/EA
- ED Preparation and Review Tool
- External QC Certification Sheet

***4.17 Obtain Approval to Circulate***

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, CONSULTANT will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by CONSULTANT include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to Caltrans for approval and signatures.

***Deliverables:***

- Approved Circulation of Draft IS/EA

***4.18 Circulate Draft Initial Study (IS) / Environmental Assessment (EA)***

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for

publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. CONSULTANT will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, CONSULTANT will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The CTC has to review all projects that receive State highway funds. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by CONSULTANT include:

- Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Submit a NOC and copies of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with the Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- CONSULTANT will maintain and update the distribution and invitation lists throughout the environmental review process.

***Deliverables:***

- Draft IS/EA - 50 hard copies
- Executive Summary - 200 hard copies
- 200 copies of CD ROM containing electronic files of the Draft IS/EA and Executive Summary
- Updates to Master Distribution/Invitation Lists

## ***5.0 PUBLIC MEETINGS AND OUTREACH CONDUCTED***

LSA staff will provide limited assistance to plan and coordinate the public information meeting to be conducted during public review of the Draft IS/EA. The LSA Environmental Principal (if requested) and the Project Manager will attend the public meeting. LSA will provide up to 4 additional staff to attend the public meeting and staff the environmental stations during the meeting.

## ***6.0 PREPARE FINAL ENVIRONMENTAL DOCUMENT AND OBTAIN ENVIRONMENTAL CLEARANCE***

### ***6.1 Task Management and Meetings***

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be

necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process. CONSULTANT will attend and participate in six (6) monthly PDT meetings. A Project kick-off meeting with key personnel and CONSULTANT team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

***Deliverables:***

- Attendance at bi-weekly project team conference calls
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Attend 6 PDT meetings

***6.2 Prepare Response to Comments Matrix***

CONSULTANT will maintain documentation and provide response to internal and public comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EA. The response-to-comments matrix will be provided to Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EA.

***Deliverable:***

- Response to Comments Matrix - one hard copy and one CD ROM

***6.3 Select Preferred Project Alternative***

Not included in LSA's scope of services.

***6.4 Final Project Report***

Not included in LSA's scope of services.

***6.5 Final Environmental Document***

After the public distribution of the Draft Environmental Document, CONSULTANT will prepare a Final Environmental Document to document the selection of the preferred alternative and address public comments on the Draft IS/EA.

The FED will be submitted to Caltrans for review. Comments will be resolved in a workshop setting.

***Environmental Commitment Record (ECR).*** CONSULTANT will develop an ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party,

timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

**Final Environmental Document (MND/FONSI).** Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the Checklist for Final Documents, and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted. CONSULTANT will coordinate with D-8 Environmental staff for transmittal of the approved ND/FONSI IS/EA to the CTC.

**Deliverables:**

- Approved ECR
- Draft/Final IS/EA (Up to 20 hardcopies and 20 CD ROMs)

**6.6 Notice of Determination (NOD) and Notice of Availability (NOA)**

Filing of the Notice of Determination (NOD) completes the CEQA Environmental Document. A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. CONSULTANT will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - -FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee to the State Department of Fish and Wildlife. The estimated filing fees to be paid directly by the CITY include \$2,156.25<sup>1</sup> CDFW environmental filing fee, \$64 County processing fee.

CONSULTANT will also prepare a draft SOL notice for submittal to Caltrans for their review and transmittal to FHWA for publication in the Federal Register. SAFETEA-LU Section 6002 established a 180-day statute of limitations (SOL) on claims against USDOT and other federal agencies for certain environmental and other approval actions if certain circumstances apply. The enactment of MAP-21 revised this to a 150-day statute of limitations.

**Assumptions:**

- The estimated filing fees to be paid directly by the CITY include \$2,156.25 CDFW environmental filing fee, \$64 County processing fee.

**Deliverables:**

- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) – FONSI

**7.0 ENVIRONMENTAL MITIGATION NEGOTIATION AND PERMITTING**

**7.1 Resource Agency Permit Related Coordination**

Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and

<sup>1</sup> The CDFW filing fee is current as of January 1, 2013. It will most likely be higher by the time the environmental document is approved and the NOD is filed.

California Department of Fish and Wildlife (CDFW). The accurate permitting requirements cannot be determined until the NES and Jurisdictional Delineation are prepared.

### **7.2 Federal Clean Water Act and California Fish and Game Code Permits**

Without the finalized NES and Jurisdictional Delineation the following is our best estimate and assumptions for the Federal Clean Water Act and *California Fish and Game Code Permits*.

**Permit Preparation.** LSA will prepare packages for submittal to the ACOE, the CDFW, and the RWQCB to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for the any disturbance to the potential streambed between the Theodore and Gilman Springs interchanges. It is necessary that the project design be sufficiently complete to identify all permanent and temporary construction impacts before the permitting process is initiated.

**Streambed Alteration Agreement Package.** The CDFW is empowered to issue agreements for any alteration of a river, stream, or lake where fish or wildlife resources may be adversely affected. In order to obtain a Streambed Alteration Agreement (SAA), CONSULTANT will prepare and submit to the CDFW a Notification of Streambed Alteration for the proposed project. The notification letter will include the following information and attachments.

- A discussion, with supporting figures, of existing and/or potential biological resources, project impacts to the CDFW jurisdictional area, and mitigation measures to compensate for anticipated project impacts.
- A completed Notification Form and Project Questionnaire.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and Storm Water Pollution Prevention Plan (SWPPP).
- Evidence of local project CEQA certification.
- A check for payment of the application fee must be paid by the City (this fee is not included in the current fee for this proposal).
- Assumes each package for permitting is \$40 each for printing and binding.

**Section 404 Authorization Request.** Obtaining authorization under Section 404 requires that the applicant (City of Moreno Valley) prepare a notification requesting authorization for fill of jurisdictional waters. In this case, it is anticipated that the proposed impacts would be authorized under a nationwide permit (NWP). CONSULTANT will prepare and submit an NWP Preconstruction Notification to the ACOE. The notification will include the following information and attachments.

- A detailed project description, including project background.
- A discussion (with supporting figures) of existing and/or potential biological resources, project impacts to ACOE jurisdictional areas, and mitigation measures to compensate for anticipated project impacts.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the cultural resources report.
- A copy of the Section 401 Water Quality Certification package.
- Evidence of local project CEQA certification.

**Section 401 Certification of Water Quality Request.** To issue authorization for fill of waters under Section 404 of the CWA, the ACOE is required to ensure that the RWQCB has issued a Certification of Water Quality or waste discharge requirements in compliance with Section 401 of the CWA. CONSULTANT will prepare and submit a request for Water Quality Certification to the RWQCB. The request letter will include the following information and attachments.

- A completed Section 401 Water Quality Certification Form, including the required supplemental text and figures.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the Section 404 Authorization package.
- Evidence of local project CEQA certification.
- A check for payment of the application fee to be paid by the City (this fee is not included in current fee for this proposal).

**Compensatory Mitigation Plan.** CONSULTANT will coordinate with the City of Moreno Valley to prepare a compensatory mitigation plan for the project. CONSULTANT will also consult with resource agency personnel prior to preparing the compensatory mitigation plan to negotiate proposed mitigation strategies to be described in the compensatory mitigation plan. On-site mitigation is generally preferred over off-site mitigation or contribution to an in-lieu fee program.

CONSULTANT will develop the compensatory mitigation plan to achieve the mitigation criteria as set forth in the Environmental Document and MSHCP compliance and as anticipated to be required by the resource agencies as permit conditions designed to offset impacts to jurisdictional waters and sensitive habitats. This mitigation plan will include a general evaluation of the project impacts, the location of potential mitigation areas/sites, habitat types to be created or enhanced, general implementation strategy, supporting rationale, and target and ultimate performance standards for the mitigation measures. CONSULTANT will also develop basic revegetation strategies addressing hydrological requirements, soils requirements, general species selection, types of revegetation to be employed, sources for plant materials, planting techniques, monitoring and maintenance, and documentation of results.

The compensatory mitigation plan will be provided in draft form for review by the City. Following City staff review, CONSULTANT will assist the City in coordinating with the appropriate resource agencies to obtain their concurrence on the mitigation plan.

**Assumptions:**

- Assumes a Nationwide not an Individual Permit will be required for the ACOE 404 permit.
- Assumes one stream/drainage crossing.
- Assumes the mitigation in the MSHCP and the DBESP will be used for the coordinated CDFW 1600 permit.
- Assumes one tri-agency meeting with the Regional Conservation Authority to negotiate mitigation and permitting requirements.
- A check for payment of the application fees to be paid by the City for the CDFW 1600 Permit and RWQCB Applications (these fees are not included in the fee proposal).
- Assumes a Final Hydrology Report has been approved by the City and Caltrans.
- Assumes a Final HPSR is approved and signed by Caltrans and SHPO if required.

***Deliverables:***

- ACOE 404 Permit Application – 6 hard copies
- RWQCB 401 Permit Application – 6 hard copies
- CDFW 1600 Permit Application (Streambed Alteration Agreement Package) - 6 hard copies

We are looking forward to working with you and the City on this project. If you have any questions concerning the scope of work please give me a call at 949-553-0666 or [king.thomas@lsa-assoc.com](mailto:king.thomas@lsa-assoc.com).

Sincerely,

**LSA ASSOCIATES, INC.**



King Thomas  
Associate





**ESTIMATED HOURS AND FEE  
SR-60 AT THEODORE STREET INTERCHANGE  
CITY OF MORENO VALLEY  
Exhibit "B-3"**

LSA ASSOCIATES, INC

Task Description	Hours														Total Estimated Hours	Total Estimated Fee					
	Principal/QA/QC	Associate Environmental	Principal Biology	Principal Air/Noise	Principal Cultural Resources	Senior Environmental Planner	Senior Air Quality Specialist	Associate Biologist	Senior Noise Specialist	Environmental Planner	Assistant Environmental Planner	Senior Biologists	Senior Cultural Resources Manager	Associate Paleontologist			Senior GIS/Graphics Specialist	Technical Editor	Biologist	Cultural Resources Manager	Office Assistant
PHASE 1 SUBTOTAL:	143	306	54	22	24	236	128	446	356	432	188	286	200	50	258	262	154	80	110	3735	\$ 481,731
<b>TOTAL ESTIMATED HOURS AND BUDGET:</b>	<b>143</b>	<b>306</b>	<b>54</b>	<b>22</b>	<b>24</b>	<b>236</b>	<b>128</b>	<b>446</b>	<b>356</b>	<b>432</b>	<b>188</b>	<b>286</b>	<b>200</b>	<b>50</b>	<b>258</b>	<b>262</b>	<b>154</b>	<b>80</b>	<b>110</b>	<b>3735</b>	<b>\$ 481,731</b>

LSA Associates, Inc.

**LABOR RATE SCHEDULE  
SR-60/THEODORE STREET INTERCHANGE  
PROFESSIONAL PLANNING AND ENGINEERING SERVICES**

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Principal/President	R. McCann	Principal In Charge/QA/QC	47.12	98.44	\$98.44	\$309.54
Associate	K. Thomas	Environmental Task Manager	30.88	62.46	\$50.48	\$158.73
Principal	L. Calvert-Hayes	Environmental QA/QC	47.12	98.44	\$61.22	\$192.50
Principal	T. Chung	QA/QC Noise & Air Quality	47.12	98.44	\$60.61	\$190.59
Principal	D. McLean	QA/QC ASR/HRER/HPSR	47.12	98.44	\$52.85	\$166.18
Principal	A. Homrighausen	QA/QC Biology	47.12	98.44	\$67.39	\$211.91
Senior Air Quality Specialist/Associate	K. Lay	Air Quality Task Manager	30.68	62.46	\$46.15	\$145.12
Senior Biologist/Associate	W. Davis	Biology Task Manager	30.68	62.46	\$48.56	\$152.69
Senior Biologist/Associate	M. Lum	NES/MSHCP Compliance	30.68	62.46	\$36.28	\$114.08
Senior Biologist/Associate	D. Woodard	Biological Field Surveys	30.68	62.46	\$39.63	\$124.61
Senior Environmental Planner/Associate	N. West	Water Quality Task Manager	30.68	62.46	\$45.54	\$143.20
Senior Biologist	S. Spencer	Biological Field Surveys	31.73	37.00	\$35.35	\$111.16
Senior Biologist	S. Barrera	NES/MSHCP Compliance	31.73	37.00	\$34.13	\$107.32
Senior Environmental Planner	K. Czechowski	Environmental Analysis	32.75	56.24	\$32.75	\$102.98
Senior Noise Specialist	J. Lui	Noise Task Manager	35.10	36.06	\$36.06	\$113.39
Senior Paleontologist/Associate	B. Smith	Paleontology Report (PER/PIR)	30.68	62.46	\$30.68	\$96.47
Senior Cultural Resources Manager	C. Tibbet	HRER Task Manager	28.27	38.87	\$33.20	\$104.40
Senior Cultural Resources Manager	R. Goodwin	ASR/HPSR Task Manager	28.27	38.87	\$28.27	\$88.89
Cultural Resources Manager	E. Bechtel	ASR/HRER Research	21.00	21.00	\$21.00	\$66.03
Biologist	C. Bauer	Biological Field Surveys	26.44	38.46	\$26.44	\$83.14
Environmental Planner	D. Atwater	Environmental Analysis/Relocation Report	26.41	32.21	\$31.00	\$97.48
Assistant Environmental Planner	A. Helper	Environmental Analysis	20.43	25.00	\$20.43	\$64.24
Assistant Environmental Planner	K. Best	Environmental Analysis	20.43	25.00	\$25.00	\$78.61
Senior Editor	S. Dong	Editing/Word Processing	21.43	30.58	\$30.58	\$96.16
Senior GIS/Graphics Specialist	M. Gooding	Graphics	25.54	42.00	\$29.74	\$93.52
Office Manager/Assistant	M. Zentner	Clerical	17.81	20.07	\$20.07	\$63.11
						\$0.00

INDIRECT COST	
Overhead	88.01%
General & Admin	97.85%
<b>Total</b>	<b>185.86%</b>

FEE (PROFIT)	10%
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**EXHIBIT B-4**  
**PARSONS BRINKERHOFF**

**SR-60/Theodore Street Interchange Improvement Project  
Project Approval and Environmental Document Phase, and  
Plans, Specifications and Estimate Phase**

PARSONS BRINCKERHOFF Scope of Work

June 14, 2013

<b>1.0</b>	<b>Draft Project Report Approved by Caltrans .....</b>	<b>2</b>
1.6	Traffic Analysis and Study .....	2
1.9	Construction Phasing Plan .....	5
<b>2.0</b>	<b>Preliminary Engineering Studies Approved by Caltrans .....</b>	<b>5</b>
2.4	Storm Water Data Report (SWDR).....	5
2.5	Conceptual Stage Construction Plan.....	6
2.6	Preliminary Transportation Management Plan Data Sheet.....	6
<b>11</b>	<b>35% Design Plans, Specifications, and Estimates .....</b>	<b>6</b>
12.0	65% Design Plans, Specifications, and Estimates .....	6
12.6	Storm Water Data Report .....	6
12.8	Transportation Management Plan.....	7
12.14	Draft Stage Construction / Traffic Handling Plans .....	7
<b>13.0</b>	<b>95% Design Plans, Specifications, and Estimates .....</b>	<b>8</b>
13.2	Update Reports .....	8
13.6	Update Stage Construction/Traffic Handling Plans .....	8
<b>14.0</b>	<b>100% Design Plans, Specifications, and Estimates .....</b>	<b>8</b>
14.2	Final Roadway Plans.....	8
Exclusions	.....	8

**1.0 Draft Project Report Approved by Caltrans**

**1.6 Traffic Analysis and Study**

**Traffic Counts**

The latest traffic counts are several years old and will need to be updated with fresh counts. For budgeting purposes peak-hour turning movement counts at the 8 study intersections and 24-hour tube counts at 4 locations were assumed. The study intersections will be:

- Theodore Street/Ironwood Avenue
- Theodore Street/Westbound SR-60 Ramps
- Theodore Street/Eastbound SR-60 Ramps
- Theodore Street/Fir (Eucalyptus) Avenue
- Redlands Boulevard/Ironwood Avenue
- Redlands Boulevard/Westbound SR-60 Ramps
- Redlands Boulevard/Eastbound SR-60 Ramps
- Redlands Boulevard/Fir (Eucalyptus) Avenue

Counts will also be performed at the Gilman Springs Road Interchange which, in combination with the turning movement counts at the 8 study intersections, will enable us to determine the through, merging, and diverging volumes of the study freeway sections.

**RIVTAM Traffic Demand Forecast and Technical Memorandum**

The purpose of this task is to estimate the volume of traffic generated by the study area that uses the Theodore Interchange now and that may use it in the future. This task will also estimate the traffic demand at SR-60 at Redlands Blvd and SR-60 at Gilman Springs Road interchanges. The demand information generated by this task (for example westbound on-movements in the morning peak hour, eastbound off-movements in the evening peak hour, etc.) will be used as inputs to the VISSIM modeling in a subsequent task.

CONSULTANT will modify the version of the RIVTAM model that was developed for the World Logistics Center (WLC) project by changing the modeled years to match the study years, 2017 and 2040. Among the modifications is the development of a new scenario with the Moreno Highlands Specific Plan land uses and network. We will then run the model and generate forecasts for the traffic on the study segments of SR-60 and the turning movements at the ramp intersections. The forecast volumes will cover the following study years:

- Existing Conditions. This is not really a forecast, but rather a reporting of traffic count data in a format consistent with the future-year forecasts.
- Opening Year Conditions (2017). The background assumptions will include the Existing land uses and roadway network plus other known projects expected to be complete by 2017, including Phase 1 of the WLC.

- Cumulative Conditions per General Plan (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY. For the WLC site we will assume the Moreno Highlands Specific Plan (MHSP), not the WLC, since that is the official plan at the time of this study.
- Cumulative Conditions with WLC (2040). The land use and network assumptions will follow the SCAG 2012 RTP/SCS for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the CITY, except that for the WLC site we will assume the full build-out of the WLC.

In the case of this project there is no need to prepare separate with- and without project demand forecasts because the interchange project itself will not generate any traffic. Also, since the existing interchange accommodates all four movements there is no suppressed demand or demand that diverts to other interchanges that might complicate the analysis.

Once the forecasts are complete CONSULTANT will prepare a technical memorandum describing the components of the model, the land use and network assumptions, and the forecast traffic volumes for each study year.

***VISSIM Analysis of Interchange Alternatives***

CONSULTANT will perform a VISSIM analysis of traffic flows along SR-60 in both directions from the eastbound off-ramp of the Gilman Springs Road Interchange to the westbound off-ramp of Moreno Beach Drive Interchange, including weaving analysis, for the existing and four alternative configurations for the Theodore Street interchange. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps.

The section of Theodore Street from Fir (Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses shall cover the AM and PM peak periods. This analysis will focus on the LOS of the eight study intersections, and issues regarding queuing and storage space for turning movements.

The study will cover the AM and PM peak-hour traffic conditions for the following 28 scenarios:

- Existing without project (Alt 1)
- Existing + Alt 2
- Existing + Alt 3
- Existing + Alt 4
- Existing + Alt 5
- Existing + Alt 6
- Existing + Alt 7
- Opening year (2017) without project (Alt 1)
- Opening year + Alt 2
- Opening year + Alt 3

- Opening year + Alt 4
- Opening year + Alt 5
- Opening year + Alt 6
- Opening year + Alt 7
- Design Year (2040) with General Plan (MHSP) and without project (Alt 1)
- Design Year (2040) w/ General Plan + Alt 2
- Design Year (2040) w/ General Plan + Alt 3
- Design Year (2040) w/ General Plan + Alt 4
- Design Year (2040) w/ General Plan + Alt 5
- Design Year (2040) w/ General Plan + Alt 6
- Design Year (2040) w/ General Plan + Alt 7
- Design Year (2040) with WLC and without project (Alt 1)
- Design Year (2040) w/ WLC + Alt 2
- Design Year (2040) w/ WLC + Alt 3
- Design Year (2040) w/ WLC + Alt 4
- Design Year (2040) w/ WLC + Alt 5
- Design Year (2040) w/ WLC + Alt 6
- Design Year (2040) w/ WLC + Alt 7

The intersections shall be analyzed using Highway Capacity Manual (HCM) Chapter 16 methodologies for signalized intersections and HCM Chapter 17 methodologies for unsignalized intersections. Freeway segments will be analyzed using HCM operational analysis.

**Ramp Closure Study**

CONSULTANT will perform a ramp closure study in accordance with CALTRANS' *Community Impact Assessment*<sup>1</sup> guidelines. The purpose of the ramp closure study is to identify the likely impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts.

The study area will be bounded by Ironwood Avenue in the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. Within this area Parsons Brinckerhoff will:

- Identify homes and businesses that may currently use the Theodore Street Interchange and determine the degree to which they are dependent on freeway access.
- Identify alternatives for crossing or accessing SR-60 during the period of closure and determine the travel costs, delay, and safety impacts of prolonged closure of the Theodore Street interchange.
- Determine whether measures are needed to improve the viability of the alternate routes and, if so, identify appropriate measures. Estimate the cost of these measures.

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<sup>1</sup> *Community Impact Assessment, Standard Environmental Reference, Environmental Handbook Volume 4, Caltrans, October 2011*



- Identify routes for through traffic that may currently use the Theodore Street Interchange and determine the travel cost, delay, and safety impacts of prolonged closure of the interchange.

CONSULTANT will document the methodology and conclusions of the ramp closure study and incorporate it into the traffic impact assessment.

#### ***Traffic Impact Analysis Report***

CONSULTANT will prepare a Traffic Impact Analysis report in conformance with Caltrans guidelines<sup>2</sup> that will document the results of the previous tasks.

#### ***Deliverables***

- Traffic Safety and Accident Analysis
- Traffic Methodology and Forecasting Memorandum
- Draft/Final Traffic Forecast Volumes Report
- Draft/Final Traffic Study
- Ramp Closure Study

### **1.9 Construction Phasing Plan**

CONSULTANT will develop one (1) preliminary stage construction phasing based on cost, traffic and any other related factors based upon the locally preferred alternative. A preliminary stage construction phasing plan shall be prepared to verify constructability and feasibility of traffic handling due to phasing the project. It is assumed that the phasing would identify a standalone phase that could be completed at a different time with transitions to existing or proposed roadways.

#### ***Deliverable***

- Preliminary Stage Construction Phasing Plan Exhibits

### **2.0 Preliminary Engineering Studies Approved by Caltrans**

#### **2.4 Storm Water Data Report (SWDR)**

CONSULTANT will develop the Storm Water Data Report for the two (2) build alternatives in conformance with current Caltrans requirements in the Caltrans Project Planning and Design Guide (July 2010). The SWDR will be developed in accordance to guidelines set forth for the PA/ED phase. The SWDR is to include the following information: Project description, identification of the receiving water bodies, geotechnical information, design pollution prevention and post-construction BMPs proposed, costs, and checklists. The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

#### ***Deliverables***

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<sup>2</sup> *Guide for the Preparation of Traffic Impact Studies*, Caltrans, December 2002

- Draft/Final SWDR

### **2.5 Conceptual Stage Construction Plan**

CONSULTANT will develop two (2) construction staging / traffic handling design/concept exhibits based upon the locally preferred alternative. The first construction staging / traffic handling concepts will be to construct the interchange while keeping the interchange open during construction. Second, an option based on the full interchange closure as defined by the ramp closure study. A conceptual construction staging / traffic handling concepts and exhibits shall be prepared to verify constructability and feasibility of traffic handling. The construction staging and traffic handling concept shall identify detour concepts that minimizes disruption and impacts to adjacent residents and businesses.

#### **Deliverable**

- Preliminary Stage Construction Design/Concept Exhibits

### **2.6 Preliminary Transportation Management Plan Data Sheet**

CONSULTANT will develop Transportation Management Plan Data sheets for the two (2) build alternatives to be included in the Supplemental Draft Project Report and Final Project Report in accordance with Transportation Management Plan Guidelines, June 2009. The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

#### **Deliverable**

- Transportation Management Plan Data Sheets

### **11.0 35% Design Plans, Specifications, and Estimates**

35% Design Plans, Specifications, and Estimates (PS&E) are excluded from this scope of work. It is assumed the Geometric Approval Drawings will be prepared and approved in lieu of 35% PS&E.

### **12.0 65% Design Plans, Specifications, and Estimates**

#### **12.6 Storm Water Data Report**

In accordance with current Caltrans Project Planning and Design Guide (July 2010), a Storm Water Data Report (SWDR) shall be prepared for this phase of the project. The SWDR prepared for the Project Approval and Environmental Document (PA/ED) phase of the project will be updated for the PS&E Phase. The SWDR will be prepared as a second order of work during the PS&E Phase based on the approved Geometric Approval Drawings (GADs). Specific objectives of the SWDR include:

- Define storm water quality issues and pollutants of concern.
- Form the Project Development Team (PDT), including the District/Regional National Pollutant Discharge Elimination System (NPDES) Storm Water Coordinator.

- Evaluate potential storm water impacts for mitigation purposes and address water quality concerns.
- Develop a list of potentially feasible permanent storm water Design Pollution Prevention and Treatment Best Management Practices (BMPs) to be evaluated during project design.
- Document storm water design decisions made regarding project compliance with the NPDES permit.
- Develop the preliminary costs for BMPs.
- Discuss the project with the Regional Water Quality Control Board (RWQCB) and local agencies, if advised by the District/Regional NPDES Storm Water Coordinator or requested by the RWQCB.
- Address mandates associated with TMDLs/303(d) impaired waterbodies
- Construction Risk Level Determination and RUSLE2 Analysis
- Program the project construction costs.

Caltrans storm water evaluation forms will be included to ensure that the proper evaluation process is used for the consideration of treatment best management practices (BMPs). The methods and calculations that will be used to size and design treatment BMPs will be in accordance with Caltrans Storm Water Quality Handbook.

The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

***Deliverables***

- Draft Updated Storm Water Data Report

**12.8 *Transportation Management Plan***

CONSULTANT will prepare a Transportation Management Plan (TMP) to qualitatively discuss anticipated traffic impacts resulting from the proposed project, utilizing existing and forecast traffic analysis data. Based on such data, potential TMP measures to reduce traffic impacts anticipated to result from project construction will be recommended.

***Deliverables***

- Final Transportation Management Plan Data Sheets

**12.14 *Draft Stage Construction / Traffic Handling Plans***

CONSULTANT will prepare final construction staging / traffic handling concept for the Preferred Alternative. CONSULTANT will prepare stage construction/traffic handling plans, details and quantities to reflect the appropriate stages of construction and temporary signing/pavement delineation/ barrier placement for protection of the work zone. CONSULTANT will prepare detour (constructions area signs) plans to reflect the detour routes for freeway/ramp/arterial street closures. Our scope is based on the assumption that a complete interchange closure will be expected for construction and only be completed in one stage. To accommodate detouring interchange construction,

our assumption is that Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue. The construction staging and traffic handling plans shall minimize disruption and impacts to adjacent residents and businesses. CONSULTANT shall provide special provisions related to stage construction / traffic handling items.

***Deliverables***

- Construction Area Sign Plans
- Stage Construction Index Plans
- Traffic Handling Plans
- Traffic Handling Detail Plan
- Detour (Construction Area Sign) Plans
- Detour Detail Plans
- Stage Construction Quantity Plans

**13.0 95% Design Plans, Specifications, and Estimates**

**13.2 Update Reports**

CONSULTANT will update Storm Water Data Report to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

***Deliverables***

- Final Storm Water Data Report

**13.6 Update Stage Construction/Traffic Handling Plans**

CONSULTANT will update Stage Construction/Traffic Handling Plans to incorporate changes in design based on comments provide by CATRANS after the 65% submittal.

***Deliverables***

- Updated Stage Construction/Traffic Handling Plans

**14.0 100% Design Plans, Specifications, and Estimates**

**14.2 Final Roadway Plans**

CONSULTANT will update Stage Construction/Traffic Handling Plans to incorporate minor changes in design based on comments provide by CATRANS after the 100% submittal.

***Deliverables***

- Final Stage Construction/Traffic Handling Plans

***Exclusions***

- 35% Plans, Specifications, and Estimate
- A Value Analysis is not anticipated as the estimated project cost is under \$50 million per FHWA guidelines and therefore excluded from this scope of work.

**ESTIMATED HOURS AND FEE  
SR-60 AT THEODORE STREET INTERCHANGE  
CITY OF MORENO VALLEY  
Exhibit "B-4"**

PARSONS BRINKERHOFF

Task Description	Hours														Total Estimated Hours	Total Estimated Fee
	Project Manager	Engineering QC/Q Manager	Senior Project Administrator	Senior Managing Planner	Senior Planner	Lead Planner	Traffic Planner	Traffic Engineer	Senior Traffic Engineer	Traffic Planner	Engineering Manager	Project Engineer	Project Engineer	CADD Manager		
	\$ 157	\$ 221	\$ 114	\$ 248	\$ 162	\$ 135	\$ 107	\$ 92	\$ 162	\$ 102	\$ 235	\$ 118	\$ 135	\$ 141		
1.0 Draft Project Report Approved by Caltrans															1388	\$ 195,840
1.8 Traffic Analysis and Study	8		8	280	80	60	408	48	76	420	40	100			142	\$ 21,196
1.9 Construction Phasing Plan			2												0	\$ -
2.0 Preliminary Engineering Studies Approved by Caltrans													150	20	194	\$ 26,185
2.4 Storm Water Data Report	8		16								48	100			150	\$ 23,072
2.5 Conceptual Stage Construction Plan			2								12	30			44	\$ 6,518
2.6 Preliminary Transportation Management Plan Data Sheet			2												0	\$ -
OTHER DIRECT COSTS FOR PHASE 1															0	\$ -
Reproduction & Mileage																\$ 5,000
Aerial Photogrammetry																
Title Reports																
PHASE 1 SUBTOTAL:	16	0	30	280	80	60	408	48	76	420	100	230	150	20	1918	\$ 277,810
12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E													150		162	\$ 22,686
12.6 Storm Water Data Report	4		8								12	30			50	\$ 7,802
12.8 Transportation Management Plan Data Sheet	4		4													
12.14 Draft Stage Construction/Traffic Handling Plans											10	20		2	44	\$ 7,064
Stage Construction Index Plans	8		4								47	150		4	214	\$ 31,329
Traffic Handling Plans	8		5								10	18		2	36	\$ 5,783
Construction Area Signs	4		2												0	\$ -
Temporary Signal Plans (Not Required)															0	\$ -
Detour (Temp Rdwy) Plans / Profiles (Not Required)											12	24		2	40	\$ 6,105
Detour (Construction Area Sign) Plans				2							4	12		4	21	\$ 3,007
Detour Details				1							16	32		2	51	\$ 7,856
Stage Construction Quantities				1												
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E														120	132	\$ 18,370
13.2 Update Reports	8		4								32	60		4	101	\$ 16,127
13.6 Update Stage Construction/Traffic Handling Plans			5													
14.0 100% Design Plans, Specifications, and Estimates Ready-To-List											40	170		8	233	\$ 33,011
14.2 Final Roadway Plans	8		7													

**ESTIMATED HOURS AND FEE  
SR-60 AT THEODORE STREET INTERCHANGE  
CITY OF MORENO VALLEY  
Exhibit "B-4"**

PARSONS BRINKERHOFF

Task Description	Hours														Total Estimated Hours	Total Estimated Fee		
	Project Manager	Engineering QC/Q Manager	Senior Project Administrator	Senior Managing Planner	Senior Planner	Lead Planner	Traffic Planner	Traffic Engineer	Senior Traffic Engineer	Traffic Planner	Engineering Manager	Project Engineer	Project Engineer	CADD Manager				
<b>OTHER DIRECT COSTS FOR PHASE 2:</b>																		
Reproduction & Mileage																	0	\$ 4,000
Appraisals and Review Appraisal																	0	\$ -
Utility Potholes																	0	\$ -
<b>PHASE 2 SUBTOTAL:</b>	44	39	4	0	0	0	0	0	0	0	183	516	270	28		1084	\$ 163,160	
<b>TOTAL ESTIMATED HOURS AND BUDGET:</b>	60	39	34	280	80	60	408	48	76	420	283	746	420	48		3002	\$ 440,970	

**PARSONS BRINCKERHOFF, INC.**

**LABOR RATE SCHEDULE  
SR-60/THEODORE STREET INTERCHANGE  
PROFESSIONAL PLANNING AND ENGINEERING SERVICES**

May 29, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE
			LOW	HIGH		
Project Manager	Vikrant Sanghai	Project Manager			\$55.12	\$156.79
Engineering QA/QC Manager	Gary Wintergerst	QA/QC Manager			\$77.75	\$221.17
Senior Project Administrator	Cynthia Cavazos	Project Administrator			\$39.98	\$113.72
Senior Managing Planner	Don Hubbard	Transportation Planning Manager			\$87.04	\$247.59
Senior Planner	Chang Park	Senior Planner			\$56.97	\$162.05
Lead Planner	Jeff Gulden	Lead Planner			\$47.53	\$135.20
Traffic Planner	Daniel Block	Traffic Planner			\$37.54	\$106.80
Traffic Engineer	Aaron Truong	Traffic Engineer			\$32.50	\$92.45
Senior Traffic Engineer	Jay Yenerich	Senior Traffic Engineer			\$57.05	\$162.30
Traffic Planner	Jihong Cao	Traffic Planner			\$35.95	\$102.26
Engineering Manager	Craig Schneider	Traffic Engineering Manager			\$82.44	\$234.51
Project Engineer	Jonathan Hofert	Lead Traffic Engineer			\$40.74	\$115.88
Project Engineer	Jarrod Miller	Storm Water Data Report			\$47.55	\$135.26
CADD Manager	Dennis Rodriguez	CADD Manager			\$49.61	\$141.11
						\$0.00
						\$0.00
						\$0.00

INDIRECT COST	
Overhead	158.60%
General & Admin	
<b>Total</b>	<b>158.60%</b>

FEE (PROFIT)	10%
--------------	-----

Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
TOTAL	36		0.00%

**EXHIBT B-5**

**OVERLAND, PACIFIC, AND CUTLER**



## **Project Understanding and Approach**

### **PROJECT UNDERSTANDING**

The timely delivery and execution of the right of way program will be of paramount importance to the overall success of the project. Based on OPC's recent experience in providing turnkey right of way services for other on-system interchange projects in the Inland Empire, OPC understands the importance of meeting the ongoing demands and complexities that are inherent with these types of projects. Our team has the foresight and ability to respond to evolving design requirements and the knowledge and experience to quickly adapt to a changing landscape of priorities and constraints.

Information obtained from the Project's Request for Proposal indicates that up to (10) unique APN's may be impacted between the (3) build alternatives being evaluated during the early PA/ED phase. Of these (10) parcels, (9) are partial acquisitions requiring either simple-fee interests and/or temporary construction easements and (1) is a single-family residence with a farming operation that may result in a full acquisition under the Spread Diamond Design in Alternative 3 or Modified Spread Diamond Design in Alternative 4. For the cost estimating task, OPC will identify and characterize right of way requirements and explore potential measures to mitigate/minimize project impacts and relocations, wherever possible. After reviewing the right of way impacts information provided and performing a detailed field investigation, OPC has identified that all (9) partial acquisitions are currently vacant land uses with mixed agricultural or commercial zoning. It is also notable that the proposed east bound off ramp improvements adjacent to the Sketchers site should not have any significant impacts to the operation, though there is an existing business travel route created by the facility that traverses along the northeast corner of the building that will need to be preserved to avoid hindering on-site operations. Our team will work closely with the design team regarding this pinch point to evaluate any potential damages scenarios. The complexity of the acquisition assignments appears to be relatively low and no building structures, severance damages or loss of business goodwill exposure are anticipated at this time. On site improvements potentially impacted may include mixed landscaping buffers, small trees, business signage, mixed agricultural crops and security fencing.

As stated in the project's RFP, the right of way program will adhere in the Uniform Act and the *Caltrans Right of Way Manual*. As such, appraisal reviews and Caltrans Right of Way Certification are anticipated requirements for the project. Additionally, because many of the parcels may be integrated into the Caltrans highway system at project closeout, all acquired rights will need to be free of all title encumbrances and environmental contamination prior to the City's efforts in transferring ownership to the state. Finally, implementation procedures and approvals such as administrative settlement approvals, the establishment of Just Compensation, relocation claims approvals, document reviews, and other related functions, would be expedited through the City's project management team.

**Caltrans Experience.** OPC has become a specialist in California for delivering Caltrans compliant projects in large part because of a delivery team staffed by former Caltrans supervisors from various districts around the state. Notable projects OPC has successfully certified for the City of Moreno Valley include the SR-60 at Nason Street Interchange Project and the SR-60 Moreno Beach Drive Interchange Project.

### **PROJECT APPROACH**

Upon notice to proceed, OPC will begin working with the Project Team in developing a Project Plan detailing all aspects of the right of way program to ensure that all acquisition and relocation tasks are properly identified and executed according to the *Caltrans Right of Way Manual* and the Uniform Act. An ancillary task to the Project Plan will be the creation of the project's acquisition schedule that will integrate with the major project development milestones including right of way certification and advertisement of the project's construction contractor. Concurrent with these activities, OPC's project

management will secure and review preliminary title reports for all impacted parcels and coordinate with the agency's right of way engineering team to review legal descriptions and plat maps for each full and partial acquisition. Once the latter are finalized and delivered to OPC's acquisition staff, appraisal and appraisal review activities will be initiated to value each temporary and permanent interest required for the construction of project improvements. As the appraisal and appraisal review reports are finalized, the agency will review the findings and establish the Determination of Just Compensation for each property owner offer package. During this time, if relocations are present, a replacement housing payment (RHP) benefit will be calculated and approved by the agency for each family unit being displaced. OPC will subsequently draft the offer packages and all applicable acquisition agreements, submit them to the agency for final approval, negotiate owner settlements, and present 90-Day Notices to Vacate and any applicable relocation benefits to impacted displacees. Once an amenable agreement is reached, a Purchase and Sale Agreement will be executed by each respective ownership and an escrow account will be initiated to facilitate agency payment and any required title clearance activities. Throughout the negotiations and closing process, relocation advisory services to each displacee will be administered to assist any owners or tenants in securing replacement housing and all relocation claims will be submitted to the agency for approval and payment disbursement. When the transaction closes and owner payments are disbursed, OPC will begin coordination with local Caltrans District 8 Right of Way Management to secure Caltrans Right of Way Certification. Where voluntary agreements are not possible, OPC will coordinate with the agency's legal counsel in eminent domain proceedings and provide all relevant property and negotiations details to support the condemnation task.

**Proposed Scope of Work – PA/ED Phase:**  
***Right of Way Data Sheets, Rights of Entry and Relocation Impact Statement***

OPC has been tasked with analyzing and researching the right of way impacts of the proposed SR-60 at Theodore Street Interchange Project assessing any temporary and permanent easement and permanent fee impacts for up to (10) unique Assessor's Parcel Numbers. Up to (3) alignment studies will be analyzed and the scope of services includes (1) update, but excludes utility cost estimating. This information will be gathered for inclusion into the project's financial programming documents. Information ascertained from this analysis will be used to assist in the clarification of design concerns throughout the PA/ED and PS&E phases of the project. Additionally, the identification of critical property acquisitions will influence program management decisions pertaining to the project delivery schedule, project financing, project risk management approaches and other significant factors. OPC will facilitate the integration of this analysis into the appropriate project documents and assist the project team in understanding how the right of way component of the project influences all aspects required for a successful project delivery.

**Design Review and Project Team Coordination**

This task involves 3 subtasks:

- 1) Ascertain all relevant design plans available for review of project impacts.
- 2) Coordinate with Project Design Team to review impacts and confirm impact assumptions.
- 3) Continue coordination with Design Team as new findings are revealed throughout field research phase.

**Field Research**

This task involves 3 subtasks:

- 1) Individual field agent design review of assigned parcels. Individual meetings with appropriate OPC management ensue, as necessary to examine impacts and potential remediation possibilities.
- 2) Physical viewing of site, appropriate data recorded. Online data of individual properties incorporated into field research, where necessary.
- 3) Integration of field research into appropriate OPC cost estimating formats.

### **Property Analysis**

This task involves 2 subtasks:

- 1) Field Agent and OPC Property Analysts meeting to discuss data and draw impact conclusions and property remediation strategies.
- 2) Reporting to Design Team of initial property impact conclusions. Opportunities provided to Project Team for creative problem-solving either in design or property remediation strategies.

### **Caltrans Data Sheet Drafts**

This task involves 2 subtasks:

- 1) Preparation of latest approved Caltrans Right of Way Data Sheet form, and draft per the standards and guidelines presented in the revised Caltrans Right of Way Manual.
- 2) Coordination with relevant Caltrans district representatives and/or design leads to address comments and recommendations.

### **Quality Assurance Reviews / Report Drafts and Submittal**

This task involves 3 subtasks:

- 1) Concurrent with the Design Team's review of OPC's initial conclusions on select parcels, the OPC QA/QC Team will review its internal data reporting, analysis and conclusions for accuracy and consistency.
- 2) Once property remediation and design assumptions are finalized and property impact conclusions are confirmed, data is finalized into the approved cost estimating formats.
- 3) The report is subsequently submitted to the client for their formal review.

### **Project Oversight and Post-Submittal Design Team Follow-up**

This task involves 3 subtasks:

- 1) Review of initial comments from Project's Design Team and possible coordination of subsequent team meetings to clarify assumptions and strategize about cost and/or remediation strategies.
- 2) Potential new analyses are determined from revised assumptions.
- 3) Incorporation of new analysis and conclusions into the revised cost estimate analysis and subsequent re-submittal of report, where necessary.

### **QA/QC:**

The QA/QC Plan for the Right of Way Data Sheets and Cost Estimates entail a three-fold scope involving thorough design coordination, detailed field research and a multi-party property impact analysis review. Errors in cost estimating for right of way often occur because of an estimator's inability to understand the nuances of a project's design impacts on any given property. Related to this, the lack of consistent, informed correspondence with the appropriate design personnel - throughout the estimating process - can lead to an impact analysis based on faulty assumptions. For these reasons, OPC is committed to working closely with the design team to understand the issues and thereby assure that impact conclusions are based on correct assumptions. Second, quality assurance and quality control can be maintained when a well-trained, organized and experienced estimator performs field research with an eye toward all relevant issues. Simply viewing the site is insufficient. Factors such as multiple design alternatives and potential property remediation options need to be understood to complete an effective field analysis. Finally, once the design is understood and the field research is complete, an in-depth property impact analysis overseen by multiple, experienced right of way professionals completes the process. This review entails a higher level, program management view as well as a detailed, in-depth analytical approach. This process assures a quality dependable product for project programming purposes.

**Securing of up to (9) Rights of Entry in Support of Environmental Studies - Scope**

This task involves 5 subtasks:

- 1) Creation of necessary Right of Entry documents and securing approval as to form from LPA and Prime.
- 2) Contact and negotiations with private property owners and securing execution of required agreements.
- 3) Provision of regular status updates to any relevant parties part of the Project Team.
- 4) Facilitation of any payments from LPA to private property owners via mail.
- 5) Reasonable assistance to project survey team with special owner requests and access concerns.

**OPTIONAL**

**Draft and Final Relocation Impact Statement - Preparation Services**

This task involved 6 subtasks:

- 1) Coordinate with Project Team to integrate necessary design narratives, mapping and other required project components into submittal.
- 2) Determine relocation impacts for project, in conjunction with Project Team, and draft narratives detailing impacts
- 3) Coordinate with Caltrans and other oversight agencies on Caltrans R/W Manual reporting formats
- 4) Submit drafts to Project Team, respond to QA/QC process, and coordinate resubmittals.
- 5) Coordinate Caltrans submittal and responses to review process.
- 6) Final Report includes interviews with impacted property owners, as needed, and reporting on impact conclusions for the locally preferred alternative.

**Scope of Work: PS&E Phase**  
***Acquisition, Relocation, and Project Management***

**Right of Way Project Management and Document Support**

- 1) Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
- 2) Comprehensive initial project planning, including policy and budget analysis, and participation in informational meetings with the public and official representatives.
- 3) Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.
- 4) Assisting with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
- 5) Ongoing general consultation and project coordination with the client, social service agencies, governmental entities, and project team members.
- 6) Representation of the client at public meetings, hearings, and litigation related matters.
- 7) Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
- 8) Preparation and presentation of a monthly written status report based on the agreed-upon guidelines on information to be provided. Confer weekly with client verbally on general status, problem areas, and progress. Participate in up to **(6)** Project Development Team Meetings to report on acquisition progress.
- 9) Coordination with federal and state oversight agencies such as Caltrans, and FHWA, as needed.
- 10) Subcontracting and managing all necessary disciplines needed for the project.

**Title Investigation Services – up to (9) preliminary title reports**

- 1) Secure vesting deeds, property profile, and tax map for each property.
- 2) Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is an ownership change.

- 3) Secure copies of recorded back-up documents as needed.
- 4) Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
- 5) Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
- 6) Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisition projects.

**Appraisal and Specialty Appraisal Services: (9) Summary Fee Appraisals, (9) Appraisal Reviews**

- 1) OPC will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- 2) Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
- 3) Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- 4) Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
- 5) OPC will coordinate with Agency regarding the timing and need of loss of business goodwill appraisals in preparation of owner/tenant negotiations or in the event of condemnation proceedings.
- 6) Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- 7) Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
- 8) Upon completion of the fee appraisal, OPC will facilitate a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
- 9) OPC will receive and analyze the completed appraisal reports accordingly.
- 10) OPC will reconcile the real estate and fixtures and equipment conclusions, as necessary.

**Negotiate Right of Way Settlement/Prepare Acquisition Documents: (9) Fee Owners**

- 1) Establish and maintain a complete and current record file for each ownership in a form acceptable to the client.
- 2) Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- 3) Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of client.
- 4) Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- 5) Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information, as necessary.
- 6) Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.

- 7) Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
- 8) Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
- 9) Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
- 10) Litigation support: in the event an acquisition is unable to be settled via voluntary means, the negotiations staff will provide a condemnation-ready case file, all relevant negotiations history and meet with City counsel as needed to provide relevant acquisition content.
- 11) Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

**Right of Way Support Services: Certification Oversight**

- 1) Attend certification planning meeting with client's Right of Way Local Assistance Coordinator and project team.
- 2) Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
- 3) Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
- 4) Prepare certification forms in coordination with engineer and client to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
- 5) Attend and coordinate pre and post-audit submittal meetings.

**Title Clearance Services**

- 1) Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
- 2) Coordinate payment of taxes due and release of liens.
- 3) Secure full or partial reconveyance instruments from lien holders of record.
- 4) Coordinate lost instrument bonds as may be necessary.
- 5) Coordinate and facilitate recordation of corrective deeds to clear vesting issues.
- 6) Secure subordination agreements from conflicting easement holders, as needed.

**Escrow Coordination**

If by Negotiated Settlement: Assist the escrow/title company in the following:

- 1) Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- 2) Provide escrow officer with fully executed acquisition contract and notarized deed.
- 3) Review settlement statement for accuracy.
- 4) Coordinate deposit of acquisition price and estimated closing costs with escrow.
- 5) After the closing, review the title insurance policy for accuracy.
- 6) Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

**Eminent Domain Assistance**

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

- 1) Prepare a letter for the client signature to eminent domain counsel, requesting proceeding to condemnation.

- 2) Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
- 3) Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
- 4) Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based of the value of the interest required) are additional.

## **OPTIONAL**

### **Relocation Assistance Services - up to (1) Residential Displacee and (1) Farm Operation**

- 1) Secure basic case information and set up case file and maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant.
- 2) Conduct initial in-depth field interview with claimant: document rent, income, family size, names/ages of occupants, and determine relocation needs, preferences, and special requirements; provide general information notices and brochure; and explain relocation process, rights, and benefits available.
- 3) Provide on-going advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services as needed.
- 4) Document rent with rental agreement, receipts, or economic rent if needed.
- 5) Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit as necessary. Use rent-to-rent method if income cannot be verified.
- 6) Assist with the reconciliation of FF&E ownership among owner and tenant.
- 7) Create rent schedule for project as appropriate and if authorized by client.
- 8) Search and document comparables for each claimant: provide initial referrals and three sets of additional housing referrals every 4-6 weeks, as necessary and search for available non-residential sites until OPC recommends at least one appropriate site or determines that no such site exists. Provide with any referral, an evaluation form which requests feedback as to the suitability of the site referral and attempt to secure response from claimant.
- 9) Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client.
- 10) Deliver letter of eligibility to claimant and discuss findings and impacts to occupants' particular needs. Amend the letter of eligibility one additional time if the economics of the comparable's availability changes over the course of our assignment.
- 11) Prepare and deliver 90-day notices to vacate no later than 12 weeks after general information notices have been delivered.
- 12) Arrange for transportation to view replacement sites if needed and assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment.
- 13) Inspect selected site to ensure it meets decent, safe, and sanitary requirements.
- 14) Monitor the replacement site escrow and explain the relocation process to agent and escrow officer, as necessary.
- 15) Review and discuss claimants' moving plans, build-out specifications and personal property inventory, and coordinate eligibility limitations in advance of physical move.
- 16) Verify vacation of the displacement site and secure a certificate of abandonment.
- 17) Determine eligibility for proposed amount of relocation benefits including actual and reasonable moving payments, rental/purchase differential payments, re-establishment payments, and fixed payments as applicable.
- 18) For residential moves, secure and process an advance claim to assist with the move and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving

**Approach, Scope and Fee Proposal for: RBF**  
**City of Moreno Valley: SR-60 at Theodore Street Intersection Improvement Project**

assistance, re-establishment, in-lieu, or settlement claims ensuring that no item was duplicated in the acquisition process.

- 19) Each claim will be signed by the claimant, supported by appropriate back-up (written bids, schedules, receipts, etc.), and will be reviewed by OPC's project manager for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

<b>Proposed Services Fee Summary: PA/ED Phase</b>		
<b>Project Management and Project Team Support:</b> Includes involvement of up to (1) Project Development Team meetings, plan reviews with design lead and project management of the PA/ED tasks.	8 Hours @ \$108/Hour Project Manager Rate	<b>\$864</b>
<b>Right of Way Cost Estimates and Caltrans Data Sheets:</b> Includes property valuation analyses of up to (10) impacted APN's for up to (3) build alternatives, including (1) update, according to the scope of services provided.	45 Hours @ \$90/Hour Senior Analyst Rate	<b>\$4,050</b>
<b>Rights of Entry Support Services:</b> Includes preparation and coordination of up to (9) rights of entries in support of geotech, survey and other design related tasks, according to the scope of work provided.	54 Hours @ \$103/Hour Senior Acquisition Agent Rate	<b>\$5,562</b>
<b>Preliminary Title Reports / Investigation Services:</b> Up to (9) Preliminary Title Reports will be provided and analyzed to determine ownership interests and title encumbrances.	\$550 @ (9) Reports	<b>\$4,950</b>
<b>Services Fees Total:</b>		<b>\$15,426</b>
<b>OPTIONAL SERVICES</b>		
<b>Caltrans Draft and Final Relocation Impact Statements:</b> Includes preparation of Caltrans Draft and Final Relocation Impact Statements, per the requirements of Caltrans guidelines. Includes draft document considering (3) build alternatives and updated final version for locally preferred alternative.	30 Hours @ \$130/Hour Project Manager Rate	<b>\$3,900</b>



**Approach, Scope and Fee Proposal for: RBF**  
**City of Moreno Valley: SR-60 at Theodore Street Intersection Improvement Project**

<b>Proposed Services Fee Summary: PS&amp;E Phase</b>		
<b>Project Management and Project Team Support:</b> Includes involvement of up to (6) Project Development Team meetings, weekly status updating, and management oversight of right of way program and sub consultants.	80 Hours @ \$108/Hour Project Manager Rate 15 Hours @ \$207/Hour ROW Principal Rate	<b>\$11,745</b>
<b>Right of Way Summary Fee Appraisals:</b> Includes preparation and coordination of (9) narrative appraisal reports (comprising 9 APN's) in compliance with USPAP and the <i>Caltrans Right of Way Manual</i> .	Fixed Fee	<b>\$44,550</b>
<b>Right of Way Review Appraisals:</b> Includes preparation and coordination of (9) appraisal reviews in compliance with USPAP and the <i>Caltrans Right of Way Manual</i> .	Fixed Fee	<b>\$27,000</b>
<b>Property Owner Negotiations:</b> Includes document preparations and acquisition activities for up to (9) property owners, per the scope of work provided.	295 Hours @\$103/Hour Senior Acquisition Agent Rate	<b>\$30,385</b>
<b>Escrow Coordination/Title Clearance:</b> Includes preparation of escrow instructions, escrow agent coordination, and monetary encumbrance title clearance.	101 Hours @ \$69/Hour Project Support Rate	<b>\$6,969</b>
<b>Caltrans Right of Way Certification – Support Services:</b> Includes preparation of escrow instructions, escrow agent coordination, and monetary encumbrance title clearance.	25 Hours @ \$69/Hour Project Support Rate	<b>\$1,725</b>
<b>Services Fees Total:</b>		<b>\$137,800</b>
<b>OPTIONAL TASKS</b>		
<b>Relocation Assistance:</b> OPC will implement the relocation assistance program in conformance to the Uniform Act for up to (1) residential occupant and (1) farm operation, per the scope of work provided.	80Hours @ \$115/Hour Senior Relocation Agent Rate	<b>\$9,200</b>





EXHIBT B-6

LEIGHTON

Revised June 11, 2013  
Proposal No. TE13-019

RBF Consulting  
3300 East Guasti Road, Suite 100  
Ontario, CA 91761

Attention: Mr. Timothy T. Haile, PE

**Subject: Proposal to Provide Geotechnical and Environmental Services  
Proposed SR-60/Theodore Street Interchange Improvements  
Moreno Valley, California**

In accordance with your request, Leighton Consulting, Inc. (Leighton) is pleased to present this *revised* scope and fee proposal to provide geotechnical engineering and environmental services for the subject project. We believe that Leighton is uniquely qualified to provide these services due to our past experience in the site vicinity, which includes geotechnical studies and ADL survey for widening of SR-60 between Redlands Boulevard and Theodore Street, and materials report and pavement evaluation for Theodore Street on-and off-ramps associated with interim improvements for Skechers World Distribution Center. Additional information regarding our qualifications can be provided upon request

## **PROJECT DESCRIPTION/ASSUMPTIONS**

Based on information provided (Draft PSR-PDS dated February 2013), we understand that the City of Moreno Valley (City), in cooperation with the California Department of Transportation (Caltrans), District 8, and the County of Riverside, is proposing to reconstruct the interchange at SR-60 and Theodore Street. We understand that the proposed improvements are to generally consist of a Modified Partial Cloverleaf interchange. For this design option, the existing Theodore Street overcrossing (PM 21.37, Bridge No. 56-0488) would be removed and replaced by a new bridge. A *C-D road alternative between Theodore Street and Gilman Springs Road is also proposed*. This design will impact areas in all four quadrants of the interchange. Additional right of way will be required to accommodate proposed ramps in these locations.

## **PROPOSED SCOPE OF WORK**

Based on discussions with you, we understand that our services are needed in support of the PA/ED and PS&E project development process and Alternative 2 will be chosen.

Our proposed scope of work is separated into the following three tasks to address environmental site characterization:

- Initial Site Assessment (ISA),
- Aerially Deposited Lead (ADL) survey, and
- Asbestos and lead-based-paint sampling (of the existing bridge) services.

Our proposed geotechnical scope of work in support of the PA/ED and PS&E project development process is expected to include the following tasks:

- Preliminary and final Materials Reports
- Preliminary and Final GDRs including percolation testing
- Preliminary and Final Foundation Reports (SPGR and FR)
- Percolation testing for four potential basins
- Fault Trenching (proposal provided under a separate cover)

A brief description for each of the above tasks are provided below:

### **Task 1 – Initial Site Assessment (ISA)**

The purpose of the ISA is to evaluate potential recognized environmental conditions (RECs) on and around the proposed site/alternatives that would affect future project construction. The proposed ISA will be performed in general accordance with the current ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process E 1527-05". The document will also be prepared under the ISA guidelines discussed in Chapter 18 of the Caltrans *Project Development Procedures Manual* dated February 28, 2006.

The ISA will include a site reconnaissance with photographic coverage, owner and user screen questionnaires, environmental database review, records search from Caltrans and local city agencies, completion of the Caltrans ISA checklist, and historical records review including aerial photographs and topographic maps. An illustrated ISA Report will be submitted that includes our conclusions and recommendations.

Access to right-of-way acquisition properties can cause project delays; therefore, Leighton will work closely with RBF to obtain a list of acquisition properties associated with the Project, including assessors' parcel numbers, addresses, and owner information. The property owners will be contacted at commencement of ISA activities so that access and interviews can be obtained in a timely manner. If the ISA identifies RECs that should be investigated, we will notify RBF and coordinate necessary project aspects with the Caltrans Environmental Engineering.

For budgeting, we have made two important assumptions as follows:

- **Caltrans Encroachment Permit:** For centralized efficiency for the whole RBF team, we assume an encroachment permit will be acquired by RBF, which we can use to access Caltrans right-of-way at this interchange; costs to obtain an encroachment permit are not included in our cost estimate.
- **Parcel Takes:** We have budgeted for 7 parcel takes (2 to 3 for each new diamond ramp). More parcel takes will increase our ISA cost.

An initial site assessment (ISA) cannot wholly eliminate uncertainty regarding hazardous environmental condition(s) at impacting a property. Performance of this ISA is intended to reduce, but not eliminate, uncertainty regarding the potential for hazardous environmental conditions at or impacting a property, and this practice recognizes reasonable limits of time and cost.

#### **Task 2 – Phase II ISA (Aerially Deposited Lead Survey)**

Leighton will conduct an Aerially Deposited Lead (ADL) survey for the proposed alignments/alternatives. Our ADL sampling will consist of pre-sampling activities (including preparation of a work plan, a health and safety plan, and underground utility clearance), direct-push soil sampling, analytical laboratory testing for lead, statistical analysis and report preparation, as describe in the following subsections:

- **Pre-Sampling Activities:** Leighton will prepare a Work Plan for this fieldwork and submit to Caltrans for their approval prior to the start of work. We will also prepare a Health and Safety Plan (HSP) for this fieldwork, in compliance with the Occupational Safety and Health and Administration (OSHA) regulation 29 CFR 1910.120 and signed by a Certified Industrial Hygienist. We will mark proposed boring locations and Underground Service Alert (USA) will be contacted prior to our subsurface exploration, to designate underground utility locations. Leighton anticipates that an encroachment permit and access agreements to private land will be provided by others.

- **Direct-Push Soil Sampling:** Leighton previously conducted an ADL Survey to the SR-60 East-Bound Widening between Redlands Boulevard and Theodore Street in August 2008. Leighton will use the information from this report to avoid duplicate sampling activities. Sampling intervals for this project are assumed to be 400 lineal feet for a total of 34 borings. The borings will be advanced using a direct push truck-mounted drill rig, sampling soils at depths of ½-, 1-, 2- and 5-feet below existing exposed grade. The soil samples will be collected in acetate sleeves, placed in an ice-cooled chest for temporary storage and transported to laboratory certified by the California Environmental Laboratory Accreditation Program for analysis as described below. Traffic Control will conform to Caltran's Standard Plan T10 for shoulder closures.
- **Analytical Laboratory Testing:** Collected soil samples will be analyzed by a fixed based State Certified Laboratory for total threshold limit concentration (TTLC) lead by EPA Method 6010B. Samples with TTLC lead above 50 mg/kg but less than 1,000 mg/kg will be analyzed for Soluble Threshold Limit Concentration (STLC) by California (CA) Waste Extraction Test (WET) method using citric acid (WET-CITRIC). Samples that exhibit a TTLC exceeding 400 mg/kg but lower than 3,397 mg/kg will be analyzed with an additional CA WET method using deionized water (WET-DI). An additional 10% of random soil samples will also be analyzed for WET-CITRIC and WET-DI. Soil samples with TTLC lead > 1,000 mg/kg will also be analyzed by the Toxicity Characteristic Leaching Procedure (TCLP) by EPA Method 1311. An additional 10% of random soil samples will also be analyzed for TCLP if deemed necessary for the statistical analysis. For the purposes of this cost estimate, it is assumed that 15 soil samples will be analyzed for STLC WET-CITRIC, STLC WET-DI, and TCLP. In addition, 10% of the soil samples (11 soil samples) will also be analyzed for soil pH by EPA Method 9045.
- **ADL Report:** Leighton will analyze field and laboratory data and prepare a letter-report summarizing results of this soil sampling and analysis. We will perform a statistical evaluation of these soil samples tested for lead to characterize the soil to an 80% confidence interval. This statistical analysis will be performed in accordance with SW-846, Chapter 9. Our report will include conclusions and recommendations and will be signed by a California registered Professional Geologist or Engineer (PG or PE).

### **Task 3 – Asbestos And Lead-Based Paint Sampling**

Purpose of this asbestos and lead-based paint sampling on the Theodore bridge (PM 21.37, Bridge No. 56-0488) is to look for hazardous materials that may require special handling or disposal during bridge demolition/modification/augmentation construction. *Leighton will also research as-built and/or maintenance records for the bridge to determine the existence of potential asbestos containing materials within the bridge.* Leighton will oversee and coordinate asbestos and lead-based paint sampling by a



qualified subcontractor. The following is a breakdown of our anticipated scope of work for sampling and analysis of surficial materials obtained from the bridge structure.

- Provide required traffic control and scissors-lifts for this sampling.
- A field representative will visit the bridge to establish appropriate sampling locations.
- We will then conduct an asbestos and lead-based paint survey in accordance with all applicable regulatory and professional requirements, in anticipation of structure demolition/modification/augmentation construction.
- Sampling locations will be digitally photographed.
- Provide written documentation of our survey including observations, evaluations/findings, photo exhibits and sample test results.

Further details regarding the scope and methods of sampling and testing can be provided upon request. *Destructive testing is not included in the above survey. If review of the maintenance documents do not provide sufficient information with regards to potential asbestos containing materials within the bridge structure (asbestos pipes within sidewalk similar to Nason Bridge), destructive testing may be warranted to further verify. This testing/potholing can be conducted at the time of the structure demolition by a licensed abatement contractor with appropriate precautionary measures. We recommend that this is included as a provisional line item in the bid documents to verify the presence and disposal of such materials.*

#### **Task 4 – Preliminary Materials Report**

Leighton will prepare a preliminary materials report addressing the materials conditions and pavement design aspects based on exiting information and previous testing performed during design and construction of interim improvements of the exiting interchange. The report will generally follow the requirements of Topic 114 and Chapter 600 of Caltrans Highway Design Manual (HDM). Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

#### **Task 5 – Preliminary Geotechnical Design Report (GDR)**

Leighton will prepare a preliminary geotechnical design report based on exiting information collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. The collected information will be evaluated and provided in this preliminary GDR, including site geology, subsurface conditions, faulting and seismicity, corrosion potential, earthwork and grading (including slope gradients), roadway structural sections/pavement design, excavations, lateral earth pressures, *slope stability*, material specifications, material sources and disposal.

Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG). In addition, we will perform 2 percolation tests at 1.5 to 2.5 feet below exiting ground surface for the 5 infields (total 10 tests). We assume that an encroachment permit, if required, will be provided to us.

#### **Task 6 – Preliminary Structures Foundation Report (SFR)**

Leighton will prepare a preliminary SFR based on exiting information collected during design and construction of the adjacent Skechers building and interim improvements of the exiting interchange. Depending on existing information, we may also drill hollow-stem auger borings to at least 80-foot-deep at middle bent. The collected information will be evaluated and provided in this preliminary SFR, including site geology, fault rupture, and the selection of specific foundation type for the bridge. Our report will be prepared in general accordance with Caltrans Guidelines (updated December 2009) and signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG).

#### **Task 7 – Final Materials Report**

Leighton will prepare a final materials report based on additional field and laboratory testing performed for the selected interchange alternative. The report will generally follow the requirements of Topic 114 and Chapter 600 of HDM and organized in general accordance with California Test (CT) 130 (Caltrans, 2000). The main purpose of this report is to develop design and construction recommendations to aid RBF in preparing project Plans, Specifications and Estimates (PS&Es). As such, this report will provide site-specific geotechnical information and recommendations for project (proposed ramps) pavements, mitigating soil corrosion and materials sources as outlined in the HDM. Leighton will drill hollow-stem auger borings along the proposed alignments of all ramps and auxiliary lanes to perform appropriate field testing and collect samples for laboratory testing. Leighton anticipates that an encroachment permit to Caltrans easements and access agreements to private land will be provided by RBF. Our report will be signed and stamped by a California licensed Geotechnical Engineer (GE).

#### **Task 8 – Final Geotechnical Design Report (GDR) and Foundation Report**

Our final GDR report will be based on comprehensive field and geotechnical laboratory testing and analyses prepared in accordance with most current Caltrans guidelines and requirements. Our field program will explore geotechnical subsurface conditions along this proposed bridge alignment at each bent, and along ramps and auxiliary lanes. We plan to drill hollow-stem auger borings to at least 80-foot-deep at each embankment. All our borings will be visually logged by a member of our technical staff. Representative

relatively undisturbed and bulk soil samples will be collected at selected depth intervals in the borings. Our borings will be backfilled with soil cuttings from borings and topped with cold patch asphalt or rapid set concrete (where pavement is penetrated) to match existing surfaces. Geotechnical testing of sampled soil materials will be conducted in our laboratory for soil classification and to evaluate engineering properties. At this stage of the project process, we typically provide GDR and/or Structures Foundation Report (FR) for the bridge PS&E submittal, and a letter report for the roadway pavement and embankment, and retaining walls foundation. Our reports will be signed and stamped by a California licensed Geotechnical Engineer (GE) and a Certified Engineering Geologist (CEG) and will include exploration logs (LOTBs) and field test data, geotechnical laboratory test data, and geotechnical cross sections in addition to the following:

- **Alignment Conditions:** We will review and summarize the surface and subsurface geologic conditions and materials, groundwater conditions, and the engineering properties of the soils encountered during this investigation.
- **Seismic Design Parameters:** We will present results of site-specific seismic hazard evaluation including recommended soil profile type, peak bedrock acceleration and design acceleration response spectra (ARS) curves, in accordance with current (2012) Caltrans seismic design criteria.
- **Earthwork and Grading:** We will present earthwork criteria, including recommendations for clearing and site preparation, subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations. Recommendations for import soil engineering and compaction criteria will also be provided.
- **Foundation Design Recommendations:** Utilizing data collected during our subsurface exploration, we will recommend suitable foundation types for the proposed replacement bridge, retaining walls, and other structures. Relevant foundation design parameters will be provided in the reports. Foundation design parameters include: footing data table, bearing pressures and settlements.
- **Corrosion Potential:** Results of corrosivity tests will be presented and analyzed in accordance with *Caltrans Corrosion Guidelines*. Recommendations for corrosion protection and mitigation of steel and concrete foundation elements will also be provided.

#### **Task 9 – Field Percolation Testing (Four Basins)**

Leighton proposes to perform two (2) percolation tests per basin within a depth of 2 to 5 feet BGS unless specified by the civil engineer prior to field testing (depth not to exceed 5 feet). The tests will be performed in general accordance with those set forth in

California Test 750, "Method For Determining The Percolation Rate Of Soils Using A 6-Inch-Diameter-Test Hole." These tests are to be performed simultaneously with either the ADL field sampling or the geotechnical borings so no additional field mobilization of drill rig is required.

**COST ESTIMATE**

We propose to complete the above scope of services on time-and-expense basis for the estimate fee as further outlined in Table 1 below.

Task #	Brief Description of Task	Fee (\$)*	Anticipated Schedule (weeks)**
1	Initial Site Assessment (ISA), ≤7 parcel takes	12,000	4 to 6
2	Aerially Deposited Lead (ADL) Survey	31,736	4 to 8*
3	Bridge Structure Asbestos and Lead-Based Paint Sampling	7,000	3 to 4
4/5/6	Preliminary Materials, Geotechnical Design, Structure Foundation Reports and meetings***	25,722	2 to 3
7/8	Final Materials, Geotechnical, and/or Structures Foundation Reports (26 to 36 borings) and meetings***	46,014	6 to 8
9	Percolation testing for 4 basins (8 total tests)	6,520	1 to 2
10	Fault Trenching, See proposal under separate cover	65,692	NA
11	Addendum reports (no field work) and meetings***	9,154	NA
<b>TOTAL:</b>		<b>\$203,838</b>	<b>(parallel not serial)</b>

\*Alternative 2 is chosen with C-D road alternative between Theodore St. Gilman Springs Rd.

\*\*Assuming that necessary encroachment permit is already provided, where applicable.

\*\*\*Total of Five Project Team Meetings or Agencies are assumed (at 4 hrs/meeting at locations < 60 miles from site)

Services requested beyond the above-described scope will be billed on a time-and-expense basis in accordance with Leighton's *FAR Fee Schedule* submitted for this project. Please note that our fee is contingent on the following conditions:

- The information provided by your office will include reports of previous geotechnical or environmental-related investigations of the site, not performed by Leighton.
- We will obtain encroachment permits from the City of Moreno Valley to have legal access to drill within right-of-ways of existing streets. Other permits to access Caltrans right-of-way and private properties will be provided to us.
- The project is subject to the Prevailing Wage Law.

- This fee is based on the condition that our fieldwork can be performed during normal weekday daylight-hours. Additional costs will accrue if nighttime or weekend exploration is required.
- Electronic copies of proposed interchange improvement plans and alignments with property boundaries will be provided to us.

## **CLOSURE**

We appreciate the opportunity to provide this proposal. If you have any questions regarding this proposal, please do not hesitate to contact this office. The undersigned can be reached at 866-LEIGHTON, directly at the phone extensions and e-mail addresses listed below.

Respectfully submitted,

**LEIGHTON CONSULTING, INC.**

Simon Saiid, PE, GE  
Principal Engineer  
Extension 8013, [ssaiid@leightongroup.com](mailto:ssaiid@leightongroup.com)

Kristin Stout  
Senior Project Scientist  
Extension 8927, [kstout@leightongroup.com](mailto:kstout@leightongroup.com)

Distribution: (1) addressee

ESTIMATED HOURS AND FEE  
 SR-60 AT THEODORE STREET INTERCHANGE  
 CITY OF MORENO VALLEY  
 Exhibit "B-6"

LEIGHTON CONSULTING

Task Description	Hours										Total Estimated Hours	Total Estimated Fee	
													Subconsultants/ Other Direct Costs
	Principal	Project Manager	Technical Manager	Senior Project Engineer/Planner	Project Engineer/Planner	Design Engineer	Design Technician	Technician	Clerical				
	\$ 214	\$ 179	\$ 159	\$ 118	\$ 97	\$ 73	\$ 96	\$ 118	\$ 70				
2.0 Preliminary Engineering Studies Approved by Caltrans													0 \$
2.10 Preliminary Geotechnical Investigations and Evaluation													0 \$
ISA, ADL, and Bridge Asbestos	2	4		94		130	20		45		24,000	295	\$ 50,736
Preliminary Geotechnical Reports	4	50	40		24	40	20		20		1,000	198	\$ 25,722
Subsurface Fault Investigation	24	4				52	8	40	8		50,000	136	\$ 65,692
												0	\$ -
												0	\$ -
												0	\$ -
												0	\$ -
<b>OTHER DIRECT COSTS FOR PHASE 1</b>													
Reproduction & Mileage													0
Aerial Photogrametry													0
Title Reports													0
<b>PHASE 1 SUBTOTAL:</b>	<b>30</b>	<b>58</b>	<b>40</b>	<b>94</b>	<b>24</b>	<b>222</b>	<b>48</b>	<b>40</b>	<b>73</b>	<b>75000</b>		<b>629</b>	<b>\$ 142,150</b>
12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E													0 \$
12.9 Geotechnical Design and Reports													0 \$
Geotechnical Design Reports	4	40	40		42	70	32		20		18,000	248	\$ 46,014
Percolation Testing		2	2			44			2		2,500	50	\$ 6,520
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E													0 \$
13.2 Update Reports	2	16	16		12	14	6		8			74	\$ 9,154
<b>OTHER DIRECT COSTS FOR PHASE 2:</b>													
Reproduction & Mileage													0 \$
Appraisals and Review Appraisal													0 \$
Utility Potholes													0 \$
<b>PHASE 2 SUBTOTAL:</b>	<b>6</b>	<b>58</b>	<b>58</b>	<b>0</b>	<b>54</b>	<b>128</b>	<b>38</b>	<b>0</b>	<b>30</b>	<b>20,500</b>		<b>372</b>	<b>\$ 61,688</b>
<b>TOTAL ESTIMATED HOURS AND BUDGET:</b>	<b>36</b>	<b>116</b>	<b>98</b>	<b>94</b>	<b>78</b>	<b>350</b>	<b>86</b>	<b>40</b>	<b>103</b>	<b>95,500</b>		<b>1001</b>	<b>\$ 203,837</b>

**LEIGHTON CONULTING INC.**

**LABOR RATE SCHEDULE  
SR-60/THEODORE STREET INTERCHANGE  
PROFESSIONAL PLANNING AND ENGINEERING SERVICES**

June 25, 2013

STAFF CLASSIFICATION	STAFF NAME	PROJECT ROLE	RANGE OF DIRECT HOURLY RATES		INITIAL DIRECT HOURLY RATE	FULLY LOADED HOURLY RATE (initial)	FULLY LOADED HOURLY RATE (2014)
			LOW	HIGH			
Sr. Principal Engineer/Geologist	Bob Riha / Tom Benson	Project Manager	60	72	\$66.00	\$204.51	\$208.60
Principal Engineer	Simon Saiid, PE, GE	Project Manager	55	65	\$57.69	\$178.76	\$182.34
Associate Engineer	Siva Sivathasan, PE, GE	Task Manager	50	55	\$51.44	\$159.40	\$162.59
Sr. Project Scientist	Kristin Stout / Richard Or	Task Manager	33	46	\$38.00	\$117.75	\$120.11
Sr. Staff Engineer	Sreekar Pulijala	Project Engineer	30	35	\$31.25	\$96.83	\$98.77
Staff Engineer/Geologist	Bashir Saiid / Jeff Deland	Design Engineer	21	26	\$23.50	\$72.82	\$74.28
CAD Tech / GIS / Drafter	Buu Tran / Cristiano	Design Technician	26	36	\$31.00	\$96.06	\$97.98
	Giovando / Mary Murphy						
Secretary / Accounting	Deb Meggers, Mary-Ann Venilli, Karen Oulette	Admin/Clerical Support	20	25	\$22.50	\$69.72	\$71.12
Soils Technician - PW	Loren Murphy / Avi Shwartz	Technician			\$38.18	\$118.31	\$120.67
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00

INDIRECT COST	
Overhead	48.90%
General & Admin	132.80%
<b>Total</b>	<b>181.70%</b>

FEE (PROFIT)	10%
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Escalation Per Year =			
Year	# of Months		Value
2014	12		0.00%
2015	12		0.00%
2016	12		0.00%
2017	0		0.00%
<b>TOTAL</b>	<b>36</b>		<b>0.00%</b>

**EXHIBIT B-7**

**ARELLANO AND ASSOCIATES**



## City of Moreno Valley

### State Route 60 / Theodore Street Interchange Improvements

#### Proposed Public Outreach Services Scope of Work – Arellano Associates

Arellano Associates is pleased to propose the following services to support the notification and public circulation of the Draft Environmental Document for the State Route 60 / Theodore Street Interchange in Moreno Valley.

Proposed public outreach activities include:

#### **Task 1: Stakeholder Database**

AA will develop a stakeholder database to serve as the official contact list for this task. Contacts will include elected officials, city/county/school district representatives, planning commissioners, residents, businesses, transportation and transit agencies, logistics organizations, emergency responders, news media and other area stakeholders identified by Caltrans and the project team. Parcel data also will be obtained for property owners and tenants in the vicinity of the project area.

##### **Deliverables:**

**Stakeholder database, updated stakeholder databases (following public meeting, public hearing and inquiries)**

#### **Task 2: Collateral Material**

AA will prepare collateral material for the Public Meetings outlined in Task 3. Material will include public notices to conform to the Caltrans template, a project fact sheet, sign-in sheets, comment cards, and name tags. Information will be translated into Spanish to ensure complete communication. AA will coordinate placement of newspaper advertisements in both English and Spanish in two local newspapers. All materials will undergo review by Caltrans and internal CONSULTANT project team prior to issuance or printing.

##### **Deliverables:**

**Public notices, project fact sheet, newspaper advertisements, sign-in sheets, comment cards, name tags – English and Spanish**

#### **Task 3: Public Meetings**

AA will coordinate two (2) Public Information Meetings, both in an open house format. The first meeting will take place during public circulation of the Draft Environmental Document and the second prior to the selection of the LPA. Support activities for both meetings will include coordination of dates and times with the project team, organization of facility details (including equipment and insurance, if applicable), meeting set-up and clean-up, materials listed in Task 2, photography, refreshments and preparation of a summary report. Meeting participants will receive copies of project materials, encouraged to complete the comment card and added to the stakeholder database for future communication.

##### **Deliverables:**

**Meeting logistics lists, summary reports and comment log**

**Task 4: Public Hearing Record**

AA will prepare a record of the Public Meetings, including a summary of the notification methods, level of participation, comments, and other items to serve as documentation of the meeting.

**Deliverables:**

**Draft/final Public Meeting Record**

**Task 5: Team Coordination/Meeting Record**

AA will attend and participate in Project Development Team meetings as needed.

cm: 05-29-13

**City of Moreno Valley  
State Route 60 / Theodore Street Interchange Improvements  
Outreach Services Budget Estimate - Arellano Associates**

As of: April 29, 2013

LABOR COSTS	Cheryl Donahue Project Manager		Maria Yanez-Forgash Outreach Support		Staff Support Outreach Support		TOTAL
	Hours	Cost	Hours	Cost	Hours	Cost	
		158.40		95.04		35.20	
Task 1 Stakeholder Database	8	\$ 1,267	24	\$ 2,281	60	\$ 2,112	92 \$ 5,660
Task 2 Collateral Material	8	\$ 1,267	24	\$ 2,281	42	\$ 1,478	74 \$ 5,027
Task 3 Public Meeting and Public Hearing	20	\$ 3,168	32	\$ 3,041	40	\$ 1,408	92 \$ 7,617
Task 4 Public Hearing Record	16	\$ 2,534	24	\$ 2,281	32	\$ 1,126	72 \$ 5,942
Task 5 Project Coordination	8	\$ 1,267	8	\$ 760	8	\$ 282	24 \$ 2,309
<b>SUB-TOTAL LABOR COSTS</b>	<b>60</b>	<b>\$ 9,504</b>	<b>112</b>	<b>\$ 10,644</b>	<b>182</b>	<b>\$ 6,406</b>	<b>354 \$ 26,555</b>
<b>DIRECT COSTS*</b>							
Graphics/Printing							1,000
Mailing Prep/Postage - Public Hearing Notices							2,000
Advertisements (x2 meetings)							10,000
Meeting Supplies/Refreshments (x2 meetings)							300
Facility Rental (x2 meetings)							400
Translation							500
Certified Bilingual Interpretation (x1 meeting)							500
Court Reporter (x1 meeting)							750
Parcel Data							500
Mileage							400
<b>SUB-TOTAL - DIRECT COSTS*</b>							<b>16,350</b>
<b>TOTAL PROPOSED BUDGET</b>							<b>\$ 42,905</b>

\* Direct Costs to be billed at actual cost.



**EXHIBT B-8**  
**UTILITY SPECIALISTS**



## **Dry Utility Scope of Work for SR60 & Theodore Street, Moreno Valley, CA**

### Preliminary Tasks:

- Request facility maps from utilities and follow up requests as necessary (Qty: 7)
- Field site to determine existing utilities
- Assist in determination of Utility Right-of-way requirements
- Request Utility Property rights verification

### Project Support:

- Attend meetings (Qty: 5)
- Monthly Progress Report (Qty: 12)
- Provide Utility Verification letters (Qty: 7)
- Provide Utility Relocation Claim letters (Qty: 3)
- Provide (Utility) Notice To Owners (Qty: 3)
- Submit Plans to Utilities for Utility Verification (Qty: 7) (plans provided by others)
- Complete Right-of-way Data Sheet item VII, and Utility Information Sheet items 1 - 5

### Design:

- Relocation Study for 2 alternatives
- Cost estimate for 2 alternatives. Initial, 65%, 95%, 100%
- Coordinate utility preliminary relocation designs
- Distribute and review utility preliminary relocation designs
- Plot existing dry utilities on base provided by civil (redline not Cad)
- Submit 65% plans to Utilities for utility relocation designs (plans provided by others)
- QA plans 65%,95%, 100%
- Coordinate utility final designs (Qty: 3)

*\*Note the attached Scope applies to franchise gas, electric, communication, oil. Wet utilities and private or after meter utilities not included.*

**ESTIMATED HOURS AND FEE  
SR-60 AT THEODORE STREET INTERCHANGE  
CITY OF MORENO VALLEY  
Exhibit "B-8"**

**UTILITY SPECIALISTS**

Task Description	Hours						Total Estimated Hours	Total Estimated Fee
	Sr. Project Manager	Sr. Project Specialist	Project Specialist	Project Coordinator	Design Specialist			
	\$ 209	\$ 208	\$ 136	\$ 80	\$ 134			
2.0 Preliminary Engineering Studies Approved by Caltrans								
2.7 Utility Assessment	16	9	22	33	4	84	\$ 11,395	
<b>OTHER DIRECT COSTS FOR PHASE 1</b>								
Reproduction & Mileage						0		
Aerial Photogrametry								
Title Reports								
<b>PHASE 1 SUBTOTAL:</b>	<b>16</b>	<b>9</b>	<b>22</b>	<b>33</b>	<b>4</b>	<b>84</b>	<b>\$ 11,395</b>	
12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E								
12.12 Draft Utility Plans	25	6	10	7	10	58	\$ 9,736	
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E								
13.4 Update Utility Plans	12	2	4	9		27	\$ 4,192	
16.0 Right of Way Acquisition Complete								
16.2 Utility Coordination	4			4		8	\$ 1,158	
16.3 Utility Notices	4	8		8		20	\$ 3,145	
16.4 Utility Relocations	4	8	8	40	4	64	\$ 7,338	
<b>OTHER DIRECT COSTS FOR PHASE 2:</b>								
Reproduction & Mileage						0	\$ -	
Appraisals and Review Appraisal						0	\$ -	
Utility Potholes						0	\$ -	
<b>PHASE 2 SUBTOTAL:</b>	<b>49</b>	<b>24</b>	<b>22</b>	<b>68</b>	<b>14</b>	<b>177</b>	<b>\$ 25,568</b>	
<b>TOTAL ESTIMATED HOURS AND BUDGET:</b>	<b>65</b>	<b>33</b>	<b>44</b>	<b>101</b>	<b>18</b>	<b>261</b>	<b>\$ 36,964</b>	







Accelerated Project Delivery.  
Established Relationships.  
Proven Success.

May 9, 2013

Ms. Margery Lazarus, P.E. | *Senior Engineer*  
**City of Moreno Valley**  
Capital Projects Division  
14325 Frederick Street, Suite 9  
Moreno Valley, CA 92552-0805

**Subject: Proposal for Professional Consultant Services for the State Route 60/Theodore Street Interchange Improvements Project No. 801 0052 70 77**

Dear Ms. Margery Lazarus:

I am pleased to provide you with our work plan and cost proposal to accelerate and deliver the necessary services for the SR-60/Theodore Street Interchange Improvements Project, to accommodate economic growth in the City of Moreno Valley. RBF's proven success with Caltrans District 8 with accelerated delivery will realize the necessary improvements to the interchange for growth in the City. I have developed a unique approach to reduce the typical Caltrans delivery process by two years to realize these improvements for the City. RBF is successfully executing this same approach on the I-10/Jefferson Street interchange, which is delivering environmental clearance and construction drawings within three years. The key to this accelerated delivery program is my established relationships with Caltrans District 8 District Director, Basem Muallem, executive management, and supporting staff. Our team of experts, coupled with relationships at Caltrans, will successfully deliver this project to the City. We are very excited to have the opportunity to work on this project with you and the regional partners to set the bar for future projects in the region to accelerate and deliver infrastructure improvements to the public.

**The RBF Team is committed to excellence!** To demonstrate this pledge, we carefully assembled our team to include the following sub-consultant partners and experts: **Parsons Brinckerhoff** (Traffic Analysis), **LSA Associates, Inc.** (Environmental), **Overland, Pacific & Cutler, Inc.** (Right-of-Way), **Leighton Consulting, Inc.** (Geotechnical), **Arellano Associates** (Public Outreach), and **Utility Specialists** (Utilities).

**The RBF Team will provide the City of Moreno Valley with the following benefits:**

- **Hands-On, Local Project Manager | Tim Haile, PE** is recognized as a Project Manager who takes ownership of each of his projects and is actively involved in understanding every project detail. He is a known expert in delivering PA/ED and PS&E in Caltrans District 8. He is local to Riverside County and is respected for his ability to build consensus among stakeholders while effectively collaborating with Caltrans and FHWA to deliver a successful project. Mr. Haile's relationships with District 8 are unparalleled. He has maintained a strong relationship with Mr. Emad Makar, Caltrans District 8 Project Manager for the SR-60/Theodore Street Interchange, Mr. Anthony Ng, Headquarters Reviewer and FHWA Liaison at Caltrans District 8 and has worked closely with Caltrans NEPA Delegation, Mr. James Shankel and Senior Environmental Planner, Mr. Kurt Heidelberg.
- **Proven Accelerated Project Delivery Due to Established Relationships |** RBF is successfully executing the accelerated delivery approach on I-10/Jefferson Street interchange. RBF is working with Mr. Emad Makar, Mr. Anthony Ng, Mr. Du Lu, Mr. James Shankel, and Mr. Kurt Heidelberg on the I-10/Jefferson Street interchange. These are same individuals assigned to the SR-60/Theodore Street interchange due to our established relationships with District 8. We know how to work together, understand our expectations, and have developed partnerships to deliver projects. It is through these established relationships and partnerships that the I-10/Jefferson Street interchange project has been successful. In other words, this is the same Caltrans and Consultant team, same accelerated project delivery approach, and same proven success, which brings tremendous value to the City of Moreno Valley.

- **Unparallel Knowledge of the SR-60/Theodore Street interchange** | Our team has extensive experience relative to the SR-60/Theodore Street interchange and surrounding development. Mr. Tim Haile, PE is leading and preparing the Project Study Report – Project Development Support (PSR-PDS) and Preliminary Environmental Analysis Report (PEAR) for the SR-60/Theodore Street Interchange. RBF supported the City and Caltrans in preparing the Draft Cooperative Agreement for PA/ED, PS&E, and Right-of-Way. PB, LSA, and Utility Specialists prepared the traffic study and environmental documentation for the World Logistics Center, an adjacent proposed development to the interchange. Our team has already collected traffic counts for the interchange traffic study. Our team is already familiar with the environmental scope and ready to perform biological surveys. There is no other team that knows more about the SR-60/Theodore Street interchange than the RBF team. Based on our prior experience, every member of our team is ready to begin work immediately upon receipt of a “Notice-to-Proceed.”

Please feel free to call me at **909/974-4922** if you have any questions or would like to schedule a time for us to meet with you.

Respectfully,



**Tim Haile, PE**  
Senior Associate, Transportation Public Works  
Project Manager  
909/974-4922 | [thaile@rbf.com](mailto:thaile@rbf.com)

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## 1. The Right Team

## The Right Team

### Firm Profiles

#### RBF Consulting | Prime Firm

**RBF Consulting**, a Company of Michael Baker Corporation (RBF), is a full-service consulting firm providing turnkey planning, design, and construction services for public- and private-sector clients on a diverse range of projects.

RBF is a California corporation founded in Orange County, California in 1944. With over 65 years of experience, RBF offers a professional staff of nearly 500 employees located in 14 offices throughout California, Arizona, and Nevada. Nearly 250 personnel are headquartered in RBF's Irvine office. Through RBF's recent merger with Michael Baker Corporation, our team has grown to over 3,000 professionals located in 87 offices nationally.

In the 2013 list of "Top 20 Design Firms" as published by Engineering News Record (ENR), our firm ranked number 12. The firm is also ranked number 13 in the national list of "Top 100 Pure Designers." The firm's ENR ranking for "Top 500 Design Firms" is number 30.

RBF has played a significant role in development and implementation of the expansive transportation network throughout Southern California. We have been involved in a leadership role on significant projects such as the Riverside County-Orange County Major Investment Study (MIS), SR-91 Corridor Improvement Project (CIP) to extend the SR-91 Express Lanes into Riverside County, design-build of the SR-241 toll road, and the I-5/I-405 Interchange Project (also known as the "El Toro Y").



3300 East Guasti Road,  
Suite 100, Ontario, CA 91761  
909/974-4900

Having successfully worked with Caltrans District 8 for the past 20 years, RBF has strong, established relationships at the District that will facilitate project delivery and performance for the City of Moreno Valley. This has included extensive involvement with Caltrans District 8 and FHWA staff for the development of complex geometric design for Project Reports and environmental documents for the I-10/Jefferson Street Interchange Project in Indio and the SR-91 CIP for RCTC, as well as a 4-year highway design on-call contract with District 8.

RBF brings tremendous value to the City of Moreno Valley based on our previous experience with the SR-60/Theodore Street interchange. RBF has supported the improvements associated with the adjacent Sketchers development, including planning and accommodating ultimate improvements to the SR-60 freeway and interim improvements to the interchange. RBF is also preparing in collaboration with the City and Caltrans District 8 the Project Study Report – Project Development Support for the SR-60/Theodore Street interchange.

RBF has been involved in planning and designing Caltrans freeway facilities since the advent of consultant-prepared planning and design projects in the 1980s. Our firm's experience includes preparation of over 50 Caltrans Design Reports (Project Study Report, Project Report and combined PSR/PRs), initial route alignment and feasibility studies, as well as preliminary geometric plans for over 300 miles of highway routes and over 120 freeway interchanges.

**Figure 1** illustrates the extensive work on state highway projects that RBF has completed over the past 20 years involving numerous agencies in Riverside counties, as well as Caltrans District 8.

Our thorough understanding of the Caltrans review process and local public agency standards from project planning and environmental through final PS&E to construction, ensure the timely and cost-efficient completion of the bidding documents, construction drawings, and cost estimates. In addition, RBF's extensive experience in geometric design has been demonstrated through our development of final plans, specifications, and

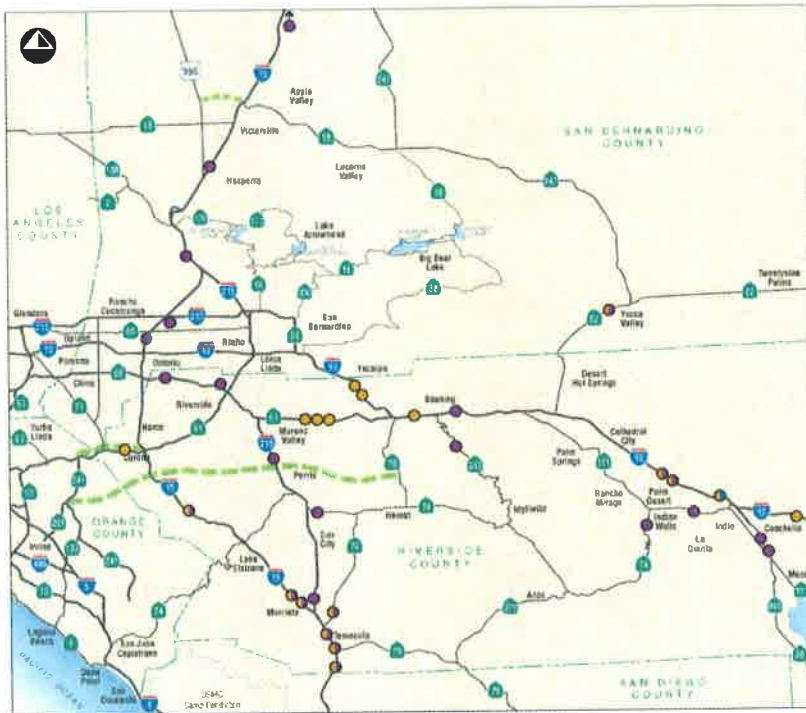
estimates (PS&E) for over 100 projects totaling well over \$1 billion in improvements on state highways comprising over 12,000 plan sheets in accordance with Caltrans standards. RBF has also completed over 200 task orders on a wide variety of Caltrans on-call contracts in Districts 7, 8 and 12 and with the Caltrans Division of Environmental Analysis (water quality) and Engineering Services Center (structures).

The overall expertise of RBF includes transportation/traffic planning and engineering; civil, structural, mechanical, and electrical engineering; survey/mapping; environmental planning; GIS/GIT;

water/wastewater engineering; architecture, land use planning, urban design, and landscape architecture; public outreach; land development; and construction management.

The SR-60/Theodore Street Interchange Improvements Project will be managed out of RBF's Ontario office, which is located in direct proximity to Caltrans District 8 and the City of Moreno Valley. RBF is a strong, financially stable firm, with no bankruptcy, pending litigation, closures or mergers that would impede our ability to complete this project.

Figure 1 - State Highway / Interchange Experience in Caltrans District 8



**Legend**

- **Regional Circulation Planning**
  - Riverside / Orange County Major Investment Study (Transportation Planning)
  - Mid-County Parkway (North of Lake Mathews alignment; I-15/Mid-County Parkway Interchange; I-15 Widening; Drainage Analysis from I-15 to I-215)
  - High Desert Corridor / Southern California Logistics Airport (Transportation Planning)
- **Caltrans Project Development Reports (PSR, PR, PSR/PR) and Final Design (PS&E)**
  - I-10 / Jefferson Street
  - I-10 / Monterey Avenue
  - I-10 / Ramon Road
  - I-15 / California Oaks Road
  - I-15 / Indian Truck Trail
  - I-15 / Nutmeg Street Overcrossing
  - I-15 / Rainbow Valley Boulevard
  - I-15 / Rancho California Road
  - I-15 / SR-79 South
  - SR-62 Widening
  - SR-79 / Winchester Road Widening
- **Caltrans Project Development Reports (PSR, PR, PSR/PR)**
  - I-10 / Cherry Valley
  - I-10 / Highland Springs Avenue
  - I-10 / McNaughton Parkway
  - I-10 / Singleton Road
  - I-10 / Cherry Avenue
  - SR-91 Corridor Improvement Project
- **Final Design (PS&E)**
  - Caltrans Southern Region Lab Site and Park and Ride Lot
  - Highway 111 from Plaza Way to Larkspur Lane
  - I-10 Median Widening and Barrier Replacement (Velle Avenue to Fields Road, and Cabazon Road to West Stubby Wash Bridge)
  - I-15 / Valley Wells Rest Area
  - I-15 Pavement Rehabilitation
  - I-215 / Los Alamos Road (Bridge Structure)
  - I-215 / Ramona Expressway
  - SR-60 / Market Street
  - SR-60 HOV Widening, I-15 to Valley Way (Traffic Engineering)
  - SR-74 Coachella Valley Vista Point (Traffic Engineering)
  - SR-74/Sherman Road
  - SR-86 / 62nd Avenue
  - SR-86 / Airport Boulevard (Traffic Engineering)
  - SR-138 (Traffic Engineering)
  - SR-243 Indian Vista Point (Traffic Engineering)

## Subconsultants

### Parsons Brinckerhoff | Traffic



Parsons Brinckerhoff (PB) is a global consulting firm assisting public and private clients to plan, develop, design, construct, operate, and maintain thousands of critical infrastructure projects around the world. They have a full-service office local to the Project Site in San Bernardino and support major clients, including the City of Moreno Valley, Riverside County Transportation Department (RCTD), Riverside County Transportation Commission (RCTC), and Caltrans District 8.

PB has assisted Inland Empire clients for nearly 60 years with the planning, design and construction of highway and freeway improvements. PB has completed the plans, specifications and estimates (PS&E) on the \$65 million SR-210/I-215 interchange connector project in San Bernardino and the \$50 million I-15/La Mesa Road/Nisqualli Road interchange in Victorville, two \$16 million interchanges in the lower desert and the \$8 million SR-60/Nason Street interchange in Moreno Valley. All of these projects involved scope items similar to what is required for the SR-60/Theodore Street Interchange Improvements Project, including ramps, structures, auxiliary lanes and local streets, as well as significant interface with, and approval by, Caltrans District 8.

### LSA Associates, Inc. | Environmental



LSA Associates, Inc. (LSA) is a diversified environmental, transportation, and community planning firm that evolved from a small consulting firm formed by Larry Seeman in 1976, then called Larry Seeman Associates. LSA is a leader in the fields of environmental science, planning, and design. During its 37 years in the environmental consulting field, LSA has managed a large volume of Caltrans/FHWA projects in California and has completed these services for both public-sector clients and development interests. This experience has fostered an excellent understanding of Caltrans and FHWA project development procedures and environmental review requirements. This has also resulted in the development of outstanding professional working relationships with all levels of Caltrans and FHWA personnel. LSA has prepared environmental documents (EIR/EISs,IS/EAs, CE/CEs), various environmental technical reports, feasibility studies, support for Project Study Reports, Project Reports, Project Approval Reports, and/or general project management activities for State highway projects in every Caltrans District in California.

### Overland, Pacific & Cutler, Inc. | Right-of-Way



Overland, Pacific & Cutler, Inc. (OPC) was established in 1980 and specializes in providing clients right-of-way program management for transportation projects. OPC provides all disciplines associated with the acquisition of land and right-of-way, as well as expert relocation assistance and related services. OPC has provided right-of-way services on numerous City of Moreno Valley projects and Caltrans District 8 Projects, providing an excellent understanding of local opportunities and constraints.

### Leighton Consulting, Inc. | Geotechnical



Leighton Consulting, Inc. (Leighton), a California corporation, has been providing geotechnical, environmental and hazardous material testing services for over 51 years. Their client base of state, regional and local agencies includes Caltrans, RCTD, RCTC, RCFC&WCD, and City of Moreno Valley. Leighton's local Temecula office will be providing the required geotechnical services for this project. Leighton's Temecula office has been providing geotechnical engineering and geologic services for southwestern Riverside County for almost 30 years and currently provides on-call geotechnical services for the City of Moreno Valley. Leighton's familiarity with local geologic conditions and applicable City and State standards will be beneficial for efficient and cost effective planning and design.

Their local experience includes numerous projects in Moreno Valley including pavement evaluation and design for the interim widening of the on- and off-ramps for this Theodore Street Interchange, GDR and QA testing for the widening of SR-60 between Theodore Street and Redlands Boulevard (including an ADL survey), GDR and QA testing for Heacock Bridge Widening pavement design and testing for Nason Street that included a single-span cast-in-place bridge over the RCFC Line F Channel, and other street improvements for local streets such as Lassalle,



Cactus, Eucalyptus, and others. Leighton is currently providing engineering support and QA testing for the SR-60 / Nason Street Interchange project all located within Caltrans ROW.

Leighton's local experience includes various types of transportation projects such as bridges, interchanges, and local streets. They are experienced in performing pile foundation analyses, shallow foundation analyses, slope stability analyses, retaining structures analyses, site response analyses, and liquefaction potential assessment. Leighton has provided Caltrans standard Foundation Report (FR) or Geotechnical Design Reports (GDR), Initial Site Assessment (ISA) and Aerially Deposited Lead (ADL) Surveys for numerous projects in Southern California.

### **Arellano Associates | Public Outreach**



Established in 1994, Arellano Associates (AA) is a specialized public outreach and communications firm focusing on public infrastructure, transportation and urban planning programs throughout Southern California. Their team of professionals provides comprehensive communications and planning services for the full spectrum of public projects from planning to construction or implementation. AA also offers specialized professional services geared toward Latino and Spanish speaking communities. AA is a limited liability corporation and a certified Small Business-owned (SBE), Minority-owned (MBE), Woman-owned (WBE) and Disadvantaged Business Enterprise (DBE). AA operates out of a single office in the City of Chino Hills and is comprised of a team of 20 staff members. AA conducts early research of key issues within the communities it serves to gain an understanding of the public's awareness and interest in the project. AA then develops a customized strategy in consultation with the lead agency and the prime consultant for the most effective public outreach program possible. The public outreach program must support the overall technical program/process, particularly at key milestones. The overall outreach goals are to ensure that the public understands the project, how it affects them, and how to obtain more information or provide feedback.

### **Utility Specialists | Utilities**



Established in 1976, Utility Specialists provides natural gas, electric, telephone and cable television system design and extension negotiation services. The firm has managed projects throughout California, Arizona, Nevada and Colorado. Utility Specialists has supported both private and public entities and managed a wide range of projects including highway expansion, high rises, commercial, residential, port/harbor, and bridges.

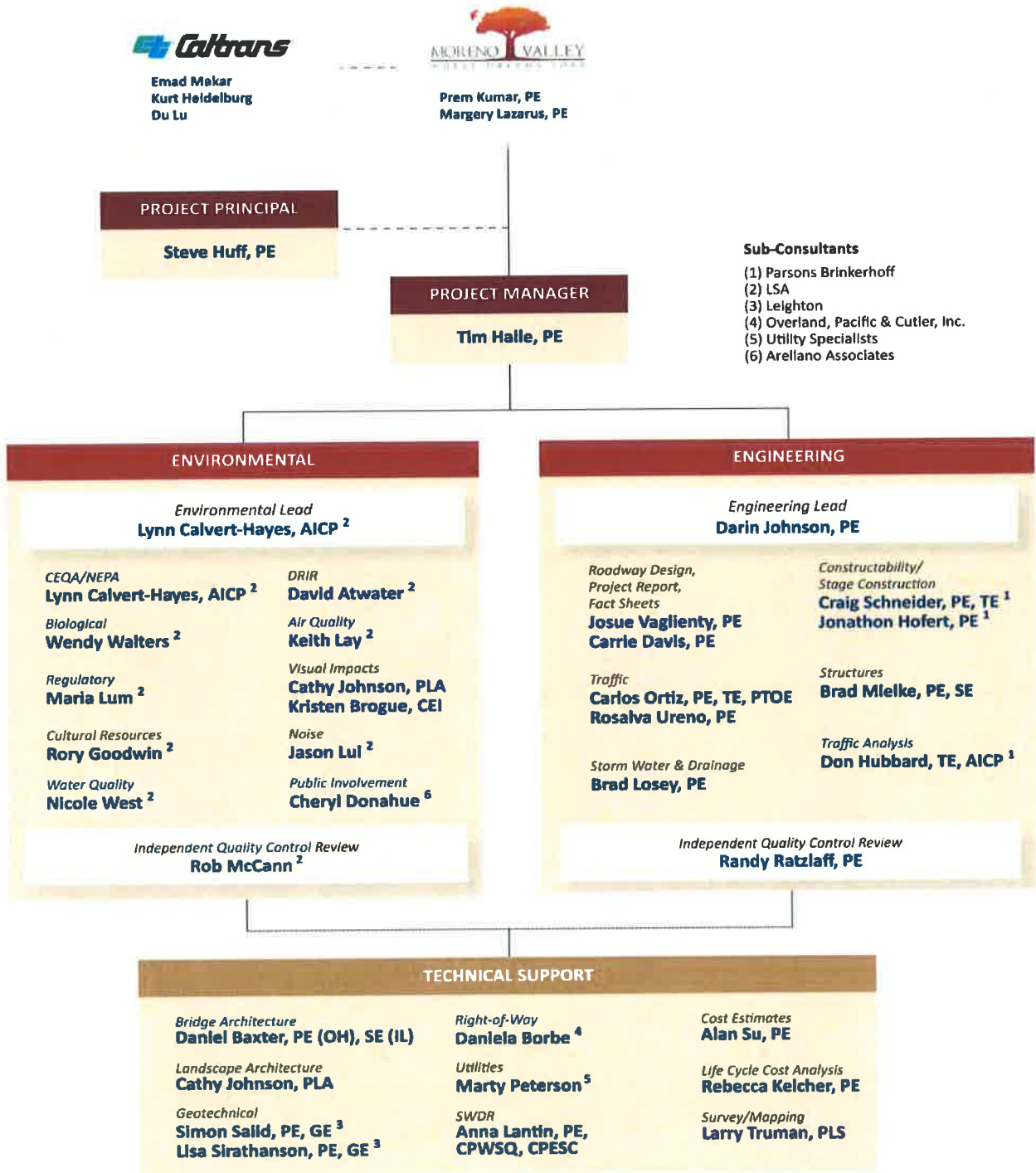
Utility Specialists are staffed by project managers with extensive dry utility experience. The support staff consists of highly skilled design and technical personnel. Utility Specialists has computer-aided natural gas, electric, telephone, and cable television design capability, as well as computerized project status monitoring. This firm was the first to offer dry utility construction coordination to ensure efficient facility installation and energizing once the design phase is completed.

### **Team Organization**

The RBF Project Team is looking forward to committing its personnel and resources to the City of Moreno Valley for this very important project. As illustrated in the **Organization Chart** below, the RBF Team is led by **Mr. Tim Haile, PE**, a known expert within the Inland Empire for successful delivery of PA/ED on complex projects in Caltrans District 8. Mr. Haile is supported by individual Environmental and Engineering Leads, as well as a variety of technical experts with local knowledge and established Caltrans District 8 relationships.

Tim Haile hand selected the project team relative to the team's previous experience on the SR-60/Theodore Street interchange and surrounding development. LSA, PB, Leighton, and Utility Specialists are currently supporting the proposed development, World Logistics Center, adjacent to the interchange. Based on this experience, our team has significant background and understanding of the environmental, traffic, geotechnical, and existing utility impacts relative to the interchange. Our team is ready to hit the ground running and begin delivering PA/ED and PS&E to the City.

Figure 1 - Organizational Chart



RBF has nearly 400 local engineers and planners, as well as 3,000 in-house technical and professional staff nationwide who are available to support the City of Moreno Valley and the Project Team on any part of this project, should the need arise.



## Key Personnel

### Tim Haile, PE | Project Manager



The RBF Team will be led by Mr. Tim Haile, PE, a known expert within the Inland Empire for successful delivery of Project Reports, Environmental Documents, and Final PS&E on complex projects in Caltrans District 8. Mr. Haile has 15 years

of experience with public works and transportation projects. He is an expert in Caltrans design policies, procedures and standards that apply to transportation projects.

He has been managing and assisting with large multi-discipline projects, such as the SR-60/Theodore Street Interchange PS&E, State Route 91 Corridor Improvement Project, Mid County Parkway, I-10/Jefferson Street PA/ED and PS&E, and I-15 HOT Lanes PSR. Mr. Haile has extensive knowledge of the Inland Empire and Riverside County.

Mr. Haile brings a unique combination of project management expertise, technical skills, and unparalleled agency relationships to the City of Moreno Valley for the SR-60/Theodore Street Interchange Improvements Project. As Project Manager, Mr. Haile takes ownership of each of his projects and is known to “roll up his sleeves,” becoming closely familiar with every project detail.

Mr. Haile is local to Riverside County and has a long standing relationship with Caltrans District 8, specifically with management, environmental, and design staff. Over the last 15 years and since working together at Caltrans District 7, Mr. Haile has maintained a strong relationship with Mr. Anthony Ng, Headquarters Reviewer and FHWA Liaison at Caltrans District 8. He has also worked closely with Mr. Tay Dam, FHWA Field Engineer, on multiple projects. Mr. Dam frequently compliments Mr. Haile on “his unique patience for the project development

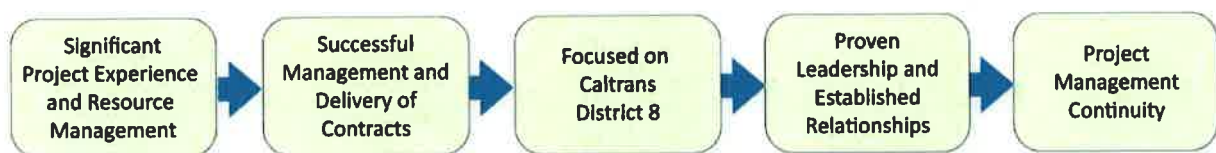
*process, as well as his ability to successfully deliver projects that are rooted in complex issues”.*

In addition to the aforementioned strengths, Mr. Haile has worked closely with Caltrans NEPA delegation, Mr. James Shankel, and Senior Environmental Planner, Mr. Kurt Heidelberg. Mr. Haile’s agency relations, collaborative communication skills, and proactive approach to evaluating the combined environmental and engineering design aspects result in his ability to streamline numerous projects through the Caltrans development review and approval process.

Mr. Haile is an expert in the complete planning and environmental review process. He has an appreciation for, and keen understanding of, their interrelationships with the engineering components of a project. To this end, Mr. Haile has managed multi-disciplined project teams, including oversight of environmental, highway, drainage, structures, traffic, and water quality aspects.

Mr. Haile has participated in project development review and approval on multiple projects and fully understands how to navigate the process to effectively deliver the SR-60/Theodore Street Interchange Improvements Project. His recognized leadership, ability to collaboratively develop context-sensitive design solutions, and build consensus with multiple stakeholders around complex project challenges will prove valuable to the City of Moreno Valley and Caltrans for delivery of this interchange improvement project on-time.

Mr. Haile is currently leading RBF’s efforts on the SR-60/Theodore Street PSR-PDS. He also was the record of engineer for the interim improvements at the Theodore Street Interchange for the existing Skechers Logistics Facility. He is extremely familiar with all components of the Theodore Street Interchange and surrounding developments.



**Lynn Calvert-Hayes, AICP | Environmental Lead**



Ms. Lynn Calvert-Hayes brings 27 years of experience in land use planning, public agency cases, comprehensive environmental analysis (CEQA and NEPA), geology, soils, and seismicity analysis, surface mining and reclamation plans, public agency case processing, preparation of environmental documents on transportation projects, residential and commercial specific plans, materials recovery facilities (MRF), surface mining permits, mitigation monitoring programs, and other specialized planning documents.

Ms. Calvert-Hayes has provided CEQA/NEPA documentation for five interchange projects, 26 transportation projects, and 21 projects in Riverside County. She is currently the Managing Principal of LSA’s Riverside Office, less than a 20 minute drive to the Project Site.

Ms. Calvert-Hayes’s professional history includes experience as a Project Manager at Chambers Group; Environmental Planner/Project Manager for J.F. Davidson Associates in Riverside, California; a Planner with the City of Banning, California; and an Environmental Technician with the County of San Bernardino, California. Ms. Calvert-Hayes has also taught Geology for the Redlands Unified School District gifted student program and is a guest lecturer on CEQA at the University of California, Riverside.

**Abbreviated Relevant Project Experience:**

- Greenspot Road Realignment and Bridge over the Santa Ana River IS/MND and CE (Highland, CA)
- Boulder Avenue Bridge Replacement and Roadway Improvements IS/MND and CE (Highland, CA)
- Fifth Street Bridge and Roadway Improvements Environmental Documentation (Highland, CA)
- I-10 Widening Between Orange Street and Ford Avenue IS/MND and EA (Redlands and SANBAG, CA)

**Darin Johnson, PE | Engineering Lead**



Mr. Darin Johnson has extensive experience in managing and coordinating a wide variety of projects on state freeway and local arterial highway systems, as well as identifying and resolving local, federal and Caltrans issues. This background provides him with an understanding of which key features should be addressed in the PR phase to provide sufficient design detail

to environmentally clear the Project and also provide a solid basis for the subsequent PS&E phase.

Mr. Johnson brings 29 years of experience, including 14 with RBF, focused exclusively in the transportation arena with emphasis on state highway improvements under Caltrans jurisdiction. He is particularly well qualified to serve as the Engineering Lead having served in a leadership role on numerous projects with local agencies and Caltrans Districts 5, 6, 7, 8, 10 and 12. This has provided him a wealth of knowledge of the Caltrans project development process.

**Abbreviated Relevant Project Experience:**

- Interstate 10/Jefferson Street Interchange Improvements (Indio, CA)
- Interstate 15/State Route 79 South Interchange (Temecula, CA)
- Interstate 710/Firestone Boulevard Interchange Phase II (South Gate, CA)
- Interstate 5 Avenida Vista Hermosa Interchange (San Clemente, CA)

### Steve Huff, PE | Project Principal



Mr. Huff has extensive expertise is in overseeing multi-discipline, multi-agency teams on complex projects requiring active and strong leadership. Mr. Huff has spent his entire 29-year career with RBF where he has established relationships and built trust with the transportation professionals under his direct management as the leader of RBF's Southern California

transportation practice. Complementary to his ability to assist Project Managers in maneuvering through issue resolution, staffing and scheduling matters that may arise, he has demonstrated leadership consistency through managing the delivery of numerous high profile projects throughout Southern California. This experience has included the design of major highway improvement projects and the management of complex interstate freeway projects which have totaled over \$1 billion dollars in construction costs.

#### Abbreviated Relevant Project Experience:

- Interstate 10/Jefferson Street Interchange Improvements (Indio, CA)
- Interstate 10 / Ramon Road Interchange Improvements (Riverside County, CA)
- SR-91 Corridor Improvement Project (Corona, CA)
- SR- 91 WB Widening Final PS&E from I-5 to SR-57 (Orange County, CA)
- SR-57 Widening Final PS&E from Orangethorpe Ave to Yorba Linda Blvd (Orange County, CA)

### Brad Mielke, PE | Structures



Mr. Mielke is RBF's Chief Structural Engineer and has 33 years of experience. He is responsible for design and management of civil and structural engineering projects related to bridges, drainage facilities, and earth retaining structures. His bridge design experience includes new steel and concrete bridges, widening, evaluations, and seismic retrofit design of existing bridges using AASHTO and Caltrans standards. Mr. Mielke has excellent relationships and history of work with Caltrans on projects involving approval of Advance Planning Studies,

Type Selection Reports and final PS&E. One such project includes the recently completed SR-91 Westbound PS&E Widening, which involved widening six (6) bridges using newly-adopted Caltrans 2010 Standard Plans, Specifications and the LRFD Design Method.

#### Abbreviated Relevant Project Experience:

- Interstate 10/Jefferson Street Interchange Improvements (Indio, CA)
- SR-91 Corridor Improvements, APS (Riverside & Orange County, CA)
- Interstate 405/State Route 55 Transitway (Orange County, CA)

### Don Hubbard, TE, AICP | Traffic Analysis



Mr. Don Hubbard will provide Traffic Analysis expertise. Mr. Hubbard is a Senior Planning Manager with 33 years of experience in travel demand forecasting and transportation planning. Mr. Hubbard is a rare combination of "big picture" regional planner and detail-oriented traffic engineer. He specializes in improving the performance of traffic models to analyze real-world problems and develop

innovative techniques for modeling smart growth and tolled facilities.

#### Abbreviated Relevant Project Experience:

- Highland Fairview Industrial Park Environmental Impact Report/Specific Plan (Moreno Valley, CA)
- Traffic and Revenue Study for the U.S. 101 Corridor (Marin County, CA)
- Congestion Pricing Operating Plan, (Los Angeles, CA)
- MTC HOT Lanes Feasibility Study (Bay Area, CA)

## Relevant Experience

To demonstrate the RBF Team's expertise, we have provided three detailed projects, followed by a table of additional relevant projects. These projects highlight the RBF Team's experience with interchange improvement projects, preliminary engineering and environmental documentation, public involvement and multi-agency coordination, as well as our proven accelerated delivery approach, extensive experience and familiarity with the SR-60/Theodore Street Interchange, and previous team collaboration.

### Interstate 10 / Jefferson Street Interchange Improvements | Indio, CA

RBF was the prime consultant responsible for the preparation of a Modified Access Report, Project Report, Environmental Documentation, Geometric Approval Drawings, and Design Exceptions Fact Sheets, as well as the current project development phase of Plans, Specifications, and Estimates for improvements to the existing I-10 interchange at the Jefferson Street Overcrossing in the City of Indio. The Modified Access Report included the first safety analysis per FHWA requirements. The I-10/Jefferson Street interchange improvements included construction of a new modified diamond interchange with a new seven-lane overcrossing. The improvements also included bridge structure removal, intersection reconfigurations, traffic signal construction, and multi-staged construction phasing plans. The multiple plan types and discipline coordination include horizontal and vertical roadway geometry, grading, new bridge structure construction, on-site drainage, signing, striping, traffic signals, lighting, and stage construction.

RBF re-initiated the PA/ED phase of the project in spring 2011 and developed a unique approach to accelerate delivery of the PA/ED and PS&E within three years. The accelerated approach was developed in coordination with Caltrans staff and management. RBF is successfully executing this delivery of the project and maintaining the accelerated schedule. PA/ED was just approved on May 1, 2013 and 95% PS&E is being delivered to Caltrans on May 20, 2013. Our approach is proven and successful due to the outstanding relationships and partnerships with Caltrans District 8. It is a great example of collaboration and team work to accelerate delivery of infrastructure projects to the public.

#### Reference:

County of Riverside  
3525 14<sup>th</sup> Street  
Riverside, CA 92501  
Mrs. Cindi Wachi  
951/955-1863  
cwachi@rctlma.org



#### Why is this project relevant?

- Accelerated Delivery
- Project Report (PR)
- Environmental documentation
- Geometric Approval Drawings (GAD)
- Final PS&E
- Multi-agency coordination
- New modified diamond interchange with 7-lane overcrossing
- Bridge structure replacement
- Complex multi-staged construction
- Aesthetics concepts and implementation

## State Route 60/Theodore Street Interchange PS&E | Moreno Valley, CA

RBF has extensive experience of the SR-60/Theodore Street Interchange. RBF's work began with supporting the development and planning of the existing Sketcher's logistics facility. RBF developed the site plan of the logistic facility to accommodate the ultimate improvements of the SR-60 freeway and Redlands Blvd, Theodore Street, and Gilman Springs Road interchanges. Additionally, RBF worked on the existing SR-60 / Theodore Street Interchange improvements which accommodated the anticipated truck-turning movements to and from the logistics warehouse project along the southerly side of the freeway. The improvements added a dedicated right turn lane on the eastbound off-ramp, increased the capacity of the interchange and overall operation of the intersection. In addition, the improvements addressed the trucks driving outside of the pavement by widening the curb returns and striping the lanes adequately. The westbound ramp termini intersections were also widened to accommodate for trucks exiting and entering from the ramps to southbound and northbound Theodore Street.

### Reference:

Highland Fairview Operating  
Company  
14225 Corporate Way  
Moreno Valley, CA 92553  
Mr. Brian Hixson,  
714/824-8023  
bhixson@highlandfairview.com

RBF was responsible for the preparation of the final Plans, Specifications, and Estimates (PS&E) and encroachment permit in Caltrans right-of-way to perform the work for the existing interchange improvements. RBF supported the project by preparing the supporting engineering reports, such as; the preliminary engineering evaluation report, fact sheets to exceptions to advisory and mandatory design standards, storm water pollution prevention plan, and transportation management plan. In addition, RBF prepared all necessary environmental documents for the projects, performed all supporting surveying and right-of-way for the project; such as design surveys and right-of-way maps. RBF also conducted lighting luminance analysis for both off and on-ramps to ensure that it met with Caltrans standards, as well as prepared exhibits of the lighting luminance analysis and voltage drop calculations for Caltrans approval.

RBF is currently preparing the Project Study Report – Project Development Support (PSR-PDS) for the SR-60/Theodore Street interchange improvement project. The purpose of the PSR-PDS per Appendix S of the Project Development Procedures Manual is to scope the requirements of the PA/ED phase. The purpose of the proposed project is to reconstruct and improve the interchange at SR-60 and Theodore Street in order to correct existing geometric deficiencies, increase capacity, and improve operations. The proposed improvements will reduce congestion at the interchange and provide adequate access for existing traffic volumes as well as forecasted increased traffic demands. RBF developed the proposed three build alternatives, cost estimate, Traffic Engineering Performance Assessment, Conceptual Cost Estimate – Right of Way Component, and supporting checklists and documentation. RBF also prepared the Preliminary Environmental Analysis Report (PEAR), which scopes the environmental document for PA/ED.

### Why is this project relevant?

- Planning of Ultimate Freeway and Interchange Configuration
- Developed PSR-PDS for Theodore St Interchange
- Scoped the PA/ED phase for Theodore St Interchange
- Plans, Specifications, and Estimates (PS&E)



## State Route 91 Corridor Improvement | Riverside and Orange Counties, CA

RBF was the lead civil engineering team for the western 7-mile segment, from SR-241 in Anaheim to Smith Street in Corona. RBF was responsible for alternative development; highway geometry; structure design of bridges, retaining walls; interchange design; and drainage design. Over 30 advance planning studies were prepared for this segment. RBF developed a system of collector-distributor roads, and braided ramps to alleviate substandard interchange spacing and weaving conditions along SR-91. RBF was also successful in coordinating with the US Army Corps of Engineers to develop a Santa Ana River Bank Protection project that would ultimately be compatible with SR-91. RBF coordinated with Caltrans District 8, Caltrans District 12, Riverside County, Orange County, OCTA, and City of Corona for improvements along this segment to be compatible with planned and future projects along SR-91.

### Reference:

Riverside County Transportation Commission (RCTC)  
 4080 Lemon Street, Third Floor  
 Riverside, CA 92502-2208  
 Mr. Michael Blomquist, Toll Program Manager,  
 951/787-7141

This \$1.2 billion project for the Riverside County Transportation Commission (RCTC), totaling 12 miles on SR-91 from SR-241 to Pierce Street and five miles along I-15 at the SR-91 interchange, is currently in the Design-Build phase. The improvements include extending the existing two tolled Express Lanes in the median of SR-91 to I-15. This is the first proposed use of managed toll lanes in Riverside County. The project includes major reconfiguration and reconstruction of all local interchanges along SR-91 in the City of Corona, including Auto Center Drive, Maple Street, Lincoln Avenue, Main Street and McKinley Street. **The proposed RBF Team for SR-60/Theodore Street Interchange Improvements includes the same firms that collaborated on the SR-91 Corridor Improvement Project, providing the City of Moreno Valley with established relationships within the Project Team (RBF, Parsons Brinckerhoff, Utility Specialists, Overland, Pacific & Cutler, Arellano Associates, and LSA).**

### Why is this project relevant?

- Modified Access Report (MAR)
- Project Report (PR)
- Geometric Approval Drawings (GAD)
- 30 Bridge Advance Planning Studies (APS)
- Extensive Design Exception Reports
- Multi-agency coordination/consensus-building
- Complex geometric design involving collector-distributor roads and braided ramps
- Significant public outreach activities with local agencies City/Company

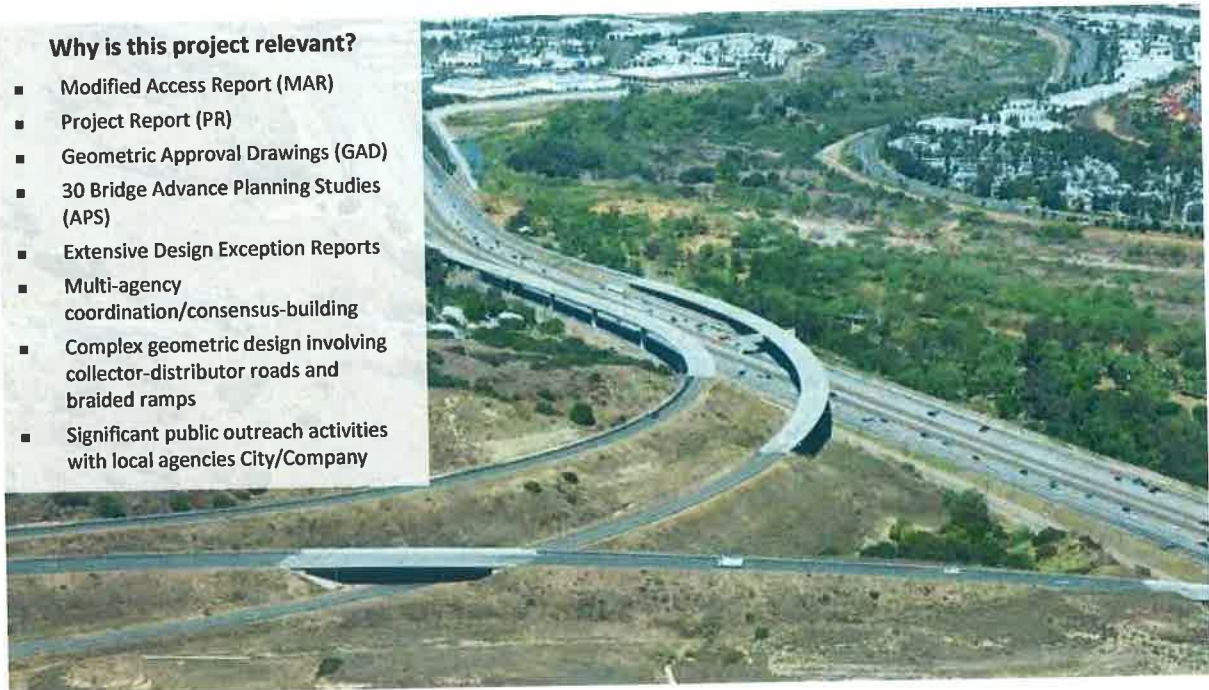








Table 1 - Relevant Project Experience

Project Name	Project Description	Project Highlights	Reference
<b>Interstate 15/Indian Truck Trail Interchange Improvement</b>   Riverside County, CA 	<p>RBF served as the prime consultant for the preparation of the Project Report and Environmental Document and the final plans, specifications, and cost estimates (PS&amp;E) for the Interstate 15 / Indian Truck Trail Interchange Improvement project. The interchange improvements included widening of all four ramps, widening of Indian Truck Trail under Interstate 15 by means of tie-back retaining walls, and widening of Temescal Canyon Road. The project tests include roadway, traffic, drainage, structural and landscape design efforts. The project is designed per Caltrans District 8 standards and is being administered by the County of Riverside Transportation Department.</p>	<ul style="list-style-type: none"> <li>Widening of all four ramps</li> <li>Widening of Indian Truck Trail under I-15</li> <li>Widening of Temescal Canyon Road</li> </ul>	<p>Foremost Communities            2151 Michelson Drive            Suite 250            Irvine, CA 92612            Mr. Brian Woods            Vice President of Land Development            949-748-6714 Ext 204</p>
<b>State Route 91 Westbound Widening (Final PS&amp;E, Westbound from I-5 to SR-52)</b>   Orange County, CA 	<p>RBF is the prime consultant for the \$43 million, SR-91 widening project that includes preparation of PS&amp;E for 3.8 miles of freeway widening between State College Boulevard and Brookhurst Street. The project will also add two-lane exit ramps and associated auxiliary lanes at three interchange locations at the westbound exit ramps to Raymond Avenue, Lemmon Street and Brookhurst Street, with additional ramp realignment and widening at State College Boulevard, Euclid Street and Harbor Boulevard. Bridge widenings are required at six locations. RBF identified an \$8 million cost saving alternative design approach by eliminating a 1,300-foot auxiliary lane at Euclid Avenue that was proposed in the original Project Report and environmental document. The proposed auxiliary lane required significant right-of-way from 23 residences to widen the mainline freeway. Further assessment during the PS&amp;E phase by RBF found that the auxiliary lane could be removed with a minimal change in freeway operation due to the lower projected volume during at Euclid. The resultant proposed alternative completely eliminated any right-of-way impact to the 23 residences, including full takes, and avoided the removal and reconstruction of 1,300 feet of sound and retaining wall, as well as the relocation of a 12 KV Southern California Edison line.</p> <p>As the prime consultant, RBF was responsible for plan preparation for highway, bridge, retaining wall, soundwall, drainage, signing, striping, highway lighting, traffic signals, ramp interlocking systems, traffic monitoring stations, closed circuit television systems, dynamic message signs, and fiber optic communication design elements. In addition, RBF is completing an environmental revalidation and Supplemental Project Report for the removal of the auxiliary lane described above. The project consisted of 850 plan sheets, including 260 structural plan sheets.</p>	<ul style="list-style-type: none"> <li>PS&amp;E for 3.8 Miles of Freeway Widening and Six Arterial Street Interchange Modifications (850 Plan Sheets)</li> <li>Alternative Analysis of Auxiliary Lane Requirement Saved \$8 Million</li> <li>Widening of Six Bridge Structures</li> <li>1.5 Miles of Retaining / Sound Walls</li> <li>Special Wall Structure Aesthetics</li> <li>Railroad Coordination</li> <li>Intelligent Transportation Systems</li> <li>Regulatory Permitting (403, 404, and 1602)</li> </ul>	<p>Orange County Transportation Authority            600 South Main Street            Orange, CA 92668            Mr. Pradeep Gunaratne,            714/560-5648            pgunaratne@octa.net</p>
<b>I-15/I-215 Interchange Improvements</b>   San Bernardino County, CA 	<p>LSA prepared the environmental documents for the I-15/I-215 Interchange Improvements at Duarte, a project sponsored by San Bernardino Associated Governments. The project required an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) for CEQA compliance and, for NEPA compliance, an Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI). In the course of completing the environmental compliance documents, LSA prepared the following technical studies:</p> <ul style="list-style-type: none"> <li>Visual Impact Analysis</li> <li>Community Impact Analysis</li> <li>Noise Study</li> <li>Air Quality Study</li> <li>Water Quality Assessment Report</li> <li>Floodplain Study Report</li> <li>Natural Environment Study (including wetland and jurisdictional waters delineation)</li> <li>Section 4(f) Evaluation</li> <li>Right of Way Relocation Impact Report</li> <li>Archaeological Survey</li> <li>Architectural Survey Report</li> <li>Historic Properties Survey Report</li> </ul>	<ul style="list-style-type: none"> <li>Interchange Improvements</li> <li>Environmental Documents</li> <li>CEQA and NEPA Compliance</li> </ul>	<p>Vandermost Consulting Service, Inc.            30900 Rancho Viejo Road            Suite 100            San Juan Capistrano, CA 92675            Ms. Julie Vandermost, President            (SANBAG)            949/489-2700            JVandermost@vcseenvironmental.com</p>
<b>World Logistics Center Specific Plan EIR</b>   Moreno Valley, CA 	<p>LSA is preparing the EIR for the World Logistics Center (WLC) project located on 3,918 acres south of State Route 60 (SR 60), east of Redlands Boulevard, west of Gilman Springs Road, and north of the San Jacinto Wildlife Area. The project proposes a maximum of 41.4 million square feet of "high-cube logistics" warehouse/distribution uses classified as "Logistics Development" (LD) and 200,000 square feet (approximately 0.5%) of warehousing-related uses classified as "Light Logistics" (LL) on 2,710 acres within the WLC Specific Plan. A new Specific Plan will be adopted to govern development of the WLC for the 2,710 acres that will be governed by the Specific Plan. A separate zoning amendment will also be processed and adopted to remove 1,108 acres for open space and public facilities uses and to incorporate the Specific Plan into the City's Zoning Map. The project also includes pre-annexation zoning for an 85-acre parcel of land within the Gilman Springs area.</p> <p>The project is highly controversial because of its size and challenges included providing an accurate analysis of the increase in truck and vehicle trips on the area roadways and the increase and traffic related noise and air quality emissions including diesel. In addition the project is located north and adjacent to the San Jacinto Wildlife Area and there are concerns on the effects of the project on foraging habitat for birds and water quality from project runoff. Challenges also included working with and organizing the technical analysis of nine separate consultants.</p> <p>The Draft EIR has been released for public comment and LSA is currently preparing the Response to Comments document.</p>	<ul style="list-style-type: none"> <li>Local to the SR-60/Theodore Street Interchange Improvements Project SR</li> <li>Environmental Documentation</li> </ul>	<p>Highland Fairview Operating Company            3070 Bristol Street, Suite 300            Costa Mesa, California 92626            Mr. Wayne Peterson,            714/824-8011            wpeterson@highlandfairview.com</p>

**State Route 60/Nason Street Interchange |**  
Moreno Valley, CA



**State Route 60/Moreno Beach Interchange Project |** Moreno Valley, CA



**I-10/Sunset Avenue Grade Separation |**  
Banning, CA



**State Route 91 / State Route 71 Interchange Improvement |** Corona, CA



**Interstate 710 South Corridor Utility Study |**  
Los Angeles, CA



The City of Moreno Valley contracted with Parsons Brinckerhoff to prepare a new Caltrans PA/ED and PS&E for improvements to the SR 60/Nason Street interchange. The project included reconstruction and realignment of all four freeway ramps, introduction of auxiliary lanes to the eastern half of the project, construction of street improvements on Nason Street from Fr Avenue to Elder Avenue, installation of signalization at the ramp/Nason Street intersections, installation of new sidewalks and Class 1 bikeway on the west side of Nason Street, installation of CIP reinforcement areas and ramp metering, hydraulic and hydrologic studies and calculations, right-of-way engineering, and utility coordination and relocation.

Overland, Pacific & Cutler provided acquisition services for 32 parcels. The project will construct eastbound on/off ramps, westbound on/off ramps, and road improvements on Moreno Beach Drive that will include the replacement of the existing 2-lane bridge crossing State Route 60. In addition, the project includes construction of approximately 1,800 feet of storm drain Improvements along Ironwood Avenue in the vicinity of Moreno Beach Drive. The project will alleviate congestion, enhance freeway access, and replace the existing bridge over State Route 60.

Lighten provided geotechnical and environmental services for the Sunset Avenue Grade Separation Project. The project will lower Sunset Avenue by 20 feet to construct a new underpass, and replace the I-10 bridge and the affected on- and off-ramps. In addition to lowering Sunset Avenue 20 feet at the VPPB tracks, it will be lowered 15 feet at the eastbound interchange ramps, and three feet at the westbound interchange ramps, reconstructing the ramps to meet the new street grade.

Retaining walls are proposed along both east and west sides of Sunset Avenue to accommodate roadway cuts under the I-10 bridge and to provide lateral support to the exposed bridge foundations. Retaining walls will also be required near the corners of Sunset Avenue/I-10 eastbound on- and off-ramps to provide sight distance and to stabilize sidewalks. Other proposed improvements involve the relocation of traffic signals, lights, overhead sign posts, and other utilities, including storm drains, water and sewer lines along Sunset Avenue, and storm drains along the access ramps.

Lighten services included research and review of existing plans, geotechnical literature, and photographs; field exploration and soil sampling; and laboratory testing and analyses. The resulting data was included in a Geotechnical Design Report (GDR) that included recommendations for pavement design and materials, and overhead sign foundations. Soils found at the site consisted of loose alluvium over dense alluvium that is generally suitable for reuse as compacted structural fill. The planned grading for this alignment includes excavation resulting in cut slopes that are anticipated to require existing fill and native alluvium, which should be protected from erosion. Over excavation for retaining walls will be required to help reduce possible effects of differential settlement, expansion, and/or to retard surface water infiltration behind stability fills. Positive surface drainage was recommended to direct surface water away from pavements and slopes, and towards suitable drainage facilities. Groundwater was not encountered at the site.

The connection between State Route 91 and State Route 71 (SR-91/SR-71) in and near the City of Corona is critical to reduce traffic congestion in this area. RCTC is proposing a set of improvements to the SR-91/SR-71 interchange, which provides a vital link between the counties of Riverside, Orange and San Bernardino. The proposed interchange improvements will reduce daily traffic delays, enhance driver safety, boost inter-county connections, support the movement of goods, and facilitate mobility throughout Southern California. The total cost of the improvements is estimated to be \$100 million. Improvements to this interchange also will help reduce traffic congestion experienced on SR-91 in and near Corona.

Arellano Associates provided public outreach support, including creation of a Public Involvement Plan, coordination of public meetings and stakeholder presentations, development of a project website and collateral material, creation and maintenance of the project database, assistance with noise barrier outreach and surveys, and preparation of responses to project inquiries.

Arellano Associates assisted RCTC with the Project Approval/Environmental Document phase of the project, helping to inform the community and solicit public input about proposed designs for the interchange and potential sound walls. Arellano coordinated a public scoping meeting and public meeting for review of the Draft Environmental Document, provided support to obtain responses to noise barrier surveys, and fielded telephone calls and emails from the public.

Project included the addition of travel lanes as well as a freight corridor for truck traffic, requiring the widening of bridges and ramps. Utility Specialists conducted meetings with utility representatives, and the Agency to discuss possible relocation scenarios and timeframes associated with each. The project required relocations of electric distribution and major transmission systems, as well as both long distance and local communication facilities.

Utility Specialists were responsible for locating and identifying potential utility conflicts. Utility Specialists completed conceptual utility relocation designs and new facility schematics to assist the utility representatives and project engineers during the design process. Utility Specialists assisted utility companies throughout the design process to mitigate any future conflicts. Utility Specialists led field meetings with the utility companies, project engineers, and the Agency to work through difficult utility conflicts where non-standard relocation solutions were required.

- Interchange Improvements
- Established Caltrans Relationship
- Auxiliary Lanes

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552  
Ms. Margery Lazarus, PE,  
Senior Engineer  
951/413-3133  
margery@moval.org

- On- and off-ramps
- Road Improvements
- Land Acquisition

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552  
Ms. Margery Lazarus, PE,  
Senior Engineer  
951/413-3133  
margery@moval.org

- Caltrans project
- Provided Geotechnical and Environmental Services
- Research review of existing plans
- Field exploration and soil sampling
- Laboratory testing and analyses
- Provided a Geotechnical Design Report

City of Banning  
99 E. Ramsey St.  
Banning, CA  
Mr. Kahono Oei  
951/922-3130  
citybanning@hotmail.com

- State Route Interchange Improvements
- Public Outreach
- Public Involvement Plan
- Stakeholder Presentations
- Public Scoping Meetings
- Fielded Community Feedback

Riverside County Transportation  
Commission (RCTC)  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92502  
Ms. Eliza Echevarria, Community  
Relations Manager  
951/787-7141  
eechevarria@rctc.org

- Utility Coordination
- Multi-agency Coordination

LA Metro  
One Gateway Plaza MS 99-22-4  
Los Angeles, CA 90012-2952  
Mr. Ernesto Chavez, Transportation  
Planning Manager  
213/922-7343  
chavez@metro.net



## 2. The RBF Approach

## The RBF Approach

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The RBF team brings tremendous value to the City of Moreno Valley through our years of experience, design work, and knowledge of the local development surrounding the SR-60 at Theodore Street interchange. RBF's value extends beyond our experience of the Theodore Street interchange. RBF brings to the City a proven accelerated project delivery approach reducing the typical project delivery process of five to seven years to three years. RBF's proven success with our accelerated approach has been demonstrated with Caltrans District 8 with the I-10 Jefferson Street interchange project. Our established relationship with Caltrans District 8, from staff, through project management, up to the Deputy District Directors, brings a partnership and collaboration leading to the ability to build and maintain project momentum. Our experience combined with our proven accelerated approach and established relationships with Caltrans District 8 is the perfect combination to deliver and meet the expectations of the City.

RBF is extremely familiar with the SR-60/Theodore Street interchange. Our involvement began with the development of the now existing Sketchers logistics facility. RBF developed the ultimate corridor configuration along the SR-60 in coordination with Caltrans District 8. This was a planning effort to accommodate the ultimate freeway facility and interchange configuration at SR-60/Theodore Street interchange for the site development of the Sketcher's facility. Tim Haile, our Project Manager, was the project manager and engineer record for the interim improvements to accommodate the additional truck traffic at the Theodore Street interchange due to the Sketcher's facility. RBF led the planning efforts of the approved Moreno Highland's Specific Plan, which led to the initiation of Project Study Reports for the SR-60 at Redlands Boulevard, Theodore Street, and Gilman Springs Road. RBF developed the Project Initiation Proposals and coordinated with Caltrans District 8 to establish the expenditure authorizations and project numbers for Caltrans staff and begin the Project Initiation Document phase or K-phase. RBF participated and led several Project Development Team (PDT) meetings with Caltrans. Our effort included development of three alternatives at the SR-60 at Redlands Blvd, Theodore St, and Gilman Springs Road interchange based upon preliminary forecasting and traffic information from available data and traffic models.

Based on this experience and recent new guidance from Caltrans, RBF, led by Tim Haile, PE, is developing the Project Study Report - Project Development Support (PSR-PDS) and supporting documentation, such as the Preliminary Environmental Analysis Report (PEAR) for the SR-60/Theodore Street Interchange Improvements Project. RBF's approach to the K-Phase was to summarize our knowledge, experience, and previously developed interchange alternative concepts to develop the PSR-PDS effectively and efficiently with the City of Moreno Valley and Caltrans District 8. RBF has recently received comments on the PSR-PDS, including commendations of the accuracy and content relative to the new Project Development Procedures Manual, Appendix S guidelines. The purpose of the new guidance is to scope the next project development phase, Project Approval and Environmental Document (PA/ED). Based on our knowledge and preparation of the PSR-PDS, RBF is scoping the necessary requirements for PA/ED specifically for the SR-60/Theodore Street interchange.

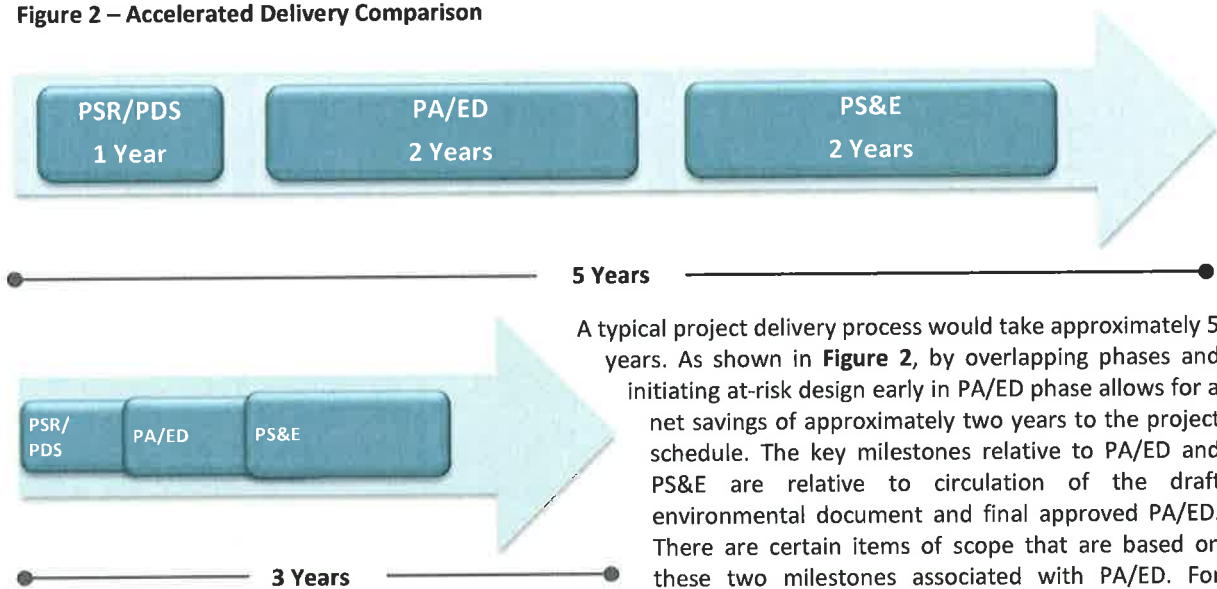
The following are key elements for the PA/ED phase:

- Traffic forecasting and analysis
- Identification of build alternatives
- Partial or full closure of the interchange to facilitate construction
- ADA requirements
- Bridge architecture and aesthetics
- Historic Anco Ranch
- Coordination with surrounding development, such as the approved Moreno Highlands Specific Plan and recently circulated Environmental Impact Report (EIR) for World Logistics Center
- Right-of-Way Acquisition
- Utility Relocations

Through our involvement with the PSR-PDS and established relationship with District 8, RBF supported the initiation of the PA/ED phase with Caltrans District 8, by preparing, on behalf of the City, the cooperative agreement fact sheet that was submitted to Caltrans. This foresight will help accelerate the beginning of the PA/ED phase due to the approval process to execute the agreement. Based on our established relationships and partnership with Caltrans, they have strategically selected the same Caltrans team working on the I-10/Jefferson Street interchange. RBF will be pleased to have the opportunity to work again with Emad Makar as the designated

Caltrans Project Manager. Emad Makar is also the Caltrans Project Manager for the I-10/Jefferson Street interchange and the I-10 Corridor Manager. Emad has been instrumental, as well as other Caltrans staff such as Du Lu and Kurt Heidelberg, in supporting the accelerated approach relative to the I-10/Jefferson interchange. Based on his outstanding support, Emad was selected to be the Project Manager for the SR-60/Theodore interchange, which is atypical since he is normally assigned to projects along the I-10. Caltrans has also selected Du Lu, Branch Chief of Design Oversight, Branch "J", and Kurt Heidelberg, Senior Environmental Planner as well as other staff that supported the I-10/Jefferson Street interchange. Using the same team brings many benefits to the City, such as the RBF and Caltrans staff knows how to work together effectively and efficiently and understand the expectations from each other. Additionally, there is no learning curve to the RBF accelerated approach. Using the same Caltrans team allows the team to hit the ground running with Caltrans relative to our accelerated approach.

**Figure 2 – Accelerated Delivery Comparison**



A typical project delivery process would take approximately 5 years. As shown in **Figure 2**, by overlapping phases and initiating at-risk design early in PA/ED phase allows for a net savings of approximately two years to the project schedule. The key milestones relative to PA/ED and PS&E are relative to circulation of the draft environmental document and final approved PA/ED. There are certain items of scope that are based on these two milestones associated with PA/ED. For

example, 65% PS&E cannot be submitted to Caltrans for review until the draft environmental document is circulated to the public. Likewise, the 95% PS&E cannot be submitted to Caltrans until after final approvals of PA/ED. Based on this approach, we are successfully delivering both PA/ED and Plans, Specifications, and Estimate (PS&E) in less than 32 months for the I-10/Jefferson Street interchange project. The PA/ED phase was just recently approved on May 1, 2013, which was re-initiated in the spring of 2011. We are delivering 95% PS&E on May 20, 2013 to Caltrans consistent with the approach described above. PS&E is targeted to be approved in December 2013, which would be approximately 32 months for approval of both the PA/ED and PS&E phases for the I-10/Jefferson Street interchange. The accelerated approach involves substantial overlapping in both the PA/ED and PS&E phases. The accelerated approach is illustrated in **Exhibit 1**.

Based on our proven experience, RBF has identified key success factors specifically for the SR-60/Theodore interchange:

- Project Initiation
- Traffic forecasting and analysis
- Alternatives analysis
- Selection of locally preferred alternative
- Design mapping and surveys
- Categorical Exemption/Categorical Exclusion for geotechnical borings
- Utility coordination, services and relocation
- Right of way engineering, appraisals, and acquisitions

## Project Initiation

Project initiation is a key success factor to the RBF approach. RBF will work closely with the City and Caltrans to identify specific goals, objectives, and critical issues. It is important that all parties and staff involved have an understanding of the approach, provide input, take ownership, and understand the importance of any critical risk items. As shown in **Figure 3**, RBF takes a four step approach to successfully obtaining “buy in” from the PDT, including the City, Caltrans Management, and Caltrans staff assigned to the project. This is the same approach used on the I-10/Jefferson project and built a solid foundation to initiate the accelerated approach. It also built tremendous synergy and momentum creating a partnership to successfully execute the aggressive accelerated schedule.

**Figure 3 – RBF’s Approach to Project Scoping**



The first step is to schedule a project management meeting involving City, Caltrans, and RBF project management staff, including the following:

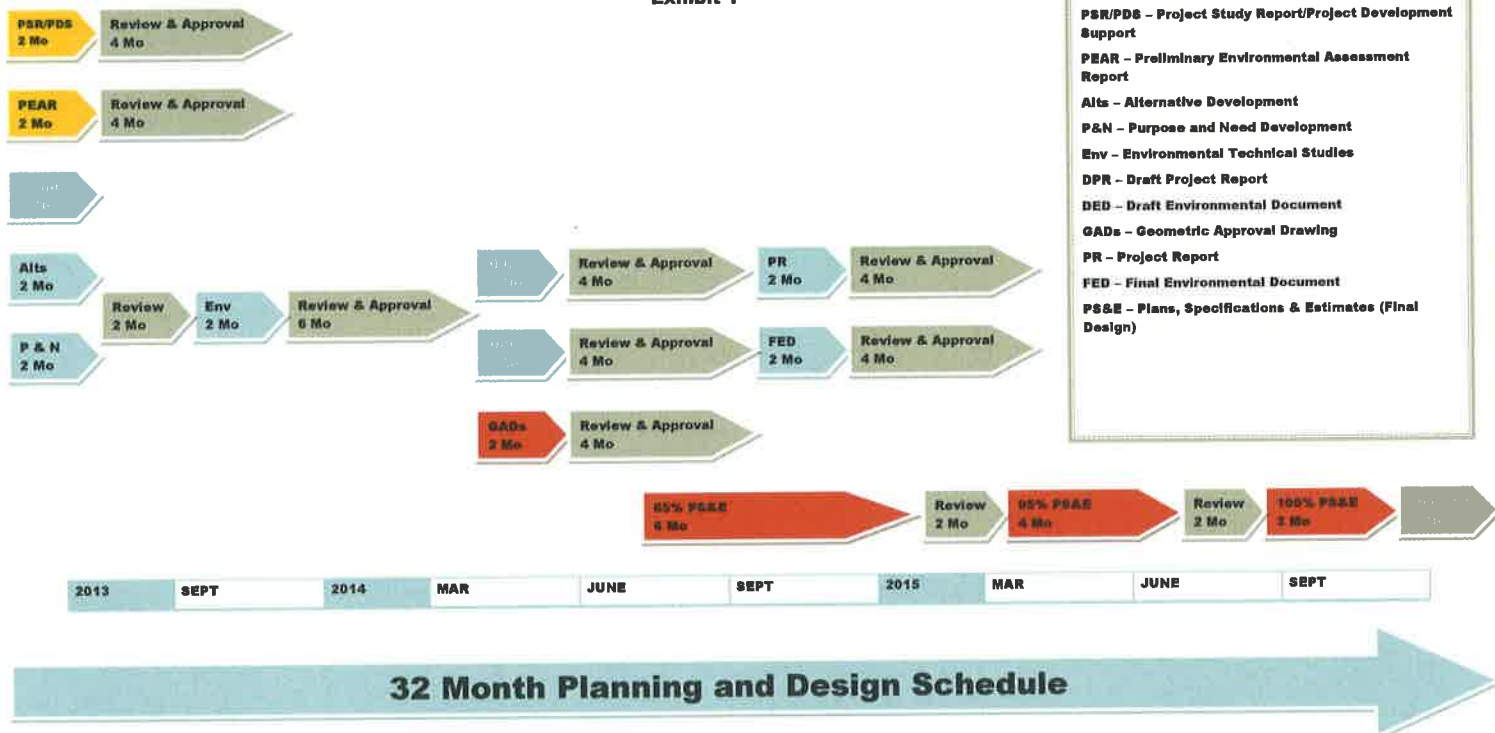
- Public Works Director
- City Engineer
- City Project Manager
- Caltrans Deputy District Director, Program Management
- Caltrans Deputy District Director, Design
- Caltrans Deputy District Director, Traffic Operations
- Caltrans Deputy District Director, Environmental
- Caltrans Project Manager
- Caltrans Senior Environmental Planner
- Caltrans Branch Chief, Design Oversight “J”
- RBF Project Manager
- RBF Environmental Manager
- RBF Engineering Manager

RBF will review the scope of the project and accelerated approach with the City and Caltrans management to describe how we will accelerate the delivery process, review critical risk items, and review the project schedule specifically for the SR-60/Theodore Street interchange project. It is extremely important to make sure that Caltrans management is aware of that an accelerated approach is being used on the SR-60/Theodore Street interchange, obtain their support, and communicate to all staff at the District.

The second step is preparing and reviewing the scoping and assumptions document with the PDT. A scoping meeting will be scheduled to review the project scope and assumptions relative to the SR-60/Theodore Street interchange. The meeting would be attended by PDT members involved with reviewing the deliverables at the City and Caltrans. The scope and assumptions relative to each deliverable will be discussed and documented in a matrix. The development of the matrix is intended to develop an understanding and expectation between the reviewer and the preparer of the deliverable. This understanding develops a partnership, avoids multiple reviews, and expedites approvals to facilitate the accelerated delivery.



### SR-60 at Theodore Street Interchange Accelerated Project Delivery Schedule Exhibit 1



**Definitions**

- PSR/PDS** – Project Study Report/Project Development Support
- PEAR** – Preliminary Environmental Assessment Report
- Alts** – Alternative Development
- P&N** – Purpose and Need Development
- Env** – Environmental Technical Studies
- DPR** – Draft Project Report
- DEB** – Draft Environmental Document
- GADs** – Geometric Approval Drawing
- PR** – Project Report
- FED** – Final Environmental Document
- PS&E** – Plans, Specifications & Estimates (Final Design)

The third step is to schedule a meeting to review the project schedule with the all staff assigned or working on the project. RBF is known throughout Caltrans District 8 for an outstanding Level 7 and 8 Work Breakdown Structure (WBS) project schedule. A detailed schedule is an important tool to manage the start and end of all deliverables and activities for the project, monitor critical path, and track critical links of the accelerated approach. It is important to review the schedule with all staff to obtain “buy in”. For example, on I-10/Jefferson, County, City and Caltrans staff agreed upon a thirty working day first review and twenty day subsequent reviews to help accelerate the schedule. Additionally, it is important for everyone to review the logical sequence of work in the schedule to be consistent with the scoping and assumptions document. As shown in Section 5 of our proposal, RBF has developed a schedule for PA/ED and PS&E illustrating the accelerated delivery of the project in approximately 32 months for PA/ED and PS&E approval.

The fourth step is to assess and identify project specific risks relative to SR-60/Theodore Street interchange. As part of the PSR-PDS, RBF developed a risk register that identified potential project risks. The following were the risks identified for the project:

- Right of way acquisition
- Non-standard slopes
- Delay of selecting locally preferred alternative
- Lack of project funding
- Utility relocation
- Aesthetics plan

While probability and impact varies with each one, these risks require close attention through the PA/ED phase. RBF will schedule a risk workshop with the PDT to identify additional risk, update and further refine the risk register. Project risks will be discussed at each monthly PDT meeting and updated on a quarterly basis throughout PA/ED and PS&E.

Project initiation is the important foundation for the successful development and delivery of the accelerated approach. Project initiation establishes relationships, begins collaboration, and develops a partnership with one goal, to deliver the SR-60/Theodore Street interchange improvements within 32 months.

RBF's approach to accelerated delivery is proven to be successful with continuous collaboration and partnerships among the project team.

### Traffic Forecasting and Analysis

Once the project is initiated with the City and Caltrans, our team will begin to develop traffic forecast volumes to 2040 and prepare the traffic analysis. Our team is intimately involved with not only the SR-60/Theodore Street interchange, but also the existing and proposed surrounding development. Our team has been developing the traffic study for the proposed World Logistics Center (WLC) in support of the Environmental Impact Report. Based on our extensive experience, our team will develop a methodology memorandum based on the Traffic Engineering Performance Assessment developed in conjunction with the PSR-PDS. The traffic study would use our previous work on the WLC traffic impact assessment. This means that the modifications to the RIVTAM model (TAZs, other known projects, etc.), the post-processing spreadsheets, the Synchro files for the study intersections, etc. are already set up and our staff that created them can start work without any delay or cost for start-up and familiarization. *In addition, in anticipation of this work we recently performed new traffic counts at the study intersections to avoid the possibility that this essential first step might be delayed by the local school district's summer vacation, which would in turn delay all subsequent tasks in the study.*

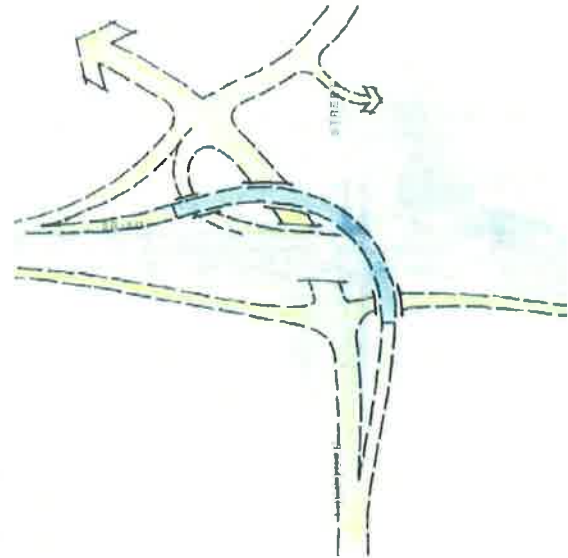
Our approach will be to use RIVTAM to generate raw traffic volumes for each scenario, then perform the usual post-processing methodologies (difference method, Furness adjustments, etc.) to convert the raw volumes into forecast volumes. We will then perform a VISSIM analysis of traffic flows along SR-60 in both directions from the Gilman Springs Road Interchange to the Moreno Beach Drive Interchange, including weaving analysis, for the existing and three build alternative configurations for the Theodore Street interchange as identified in the PSR-PDS. This analysis will focus on the level of service for both the mainline traffic and the traffic merging from on-ramps or diverging to off-ramps, including consideration of ramp metering. The section of Theodore Street from Fir (future Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue will also be analyzed. These analyses will cover the AM and PM peak periods. The surface street analysis will focus on the LOS of the study intersections, and issues regarding queuing and storage space for turning movements.

One difference between this study and the WLC traffic study is the need to analyze the interchange assuming full build-out of the Moreno Highlands Specific Plan (MHSP) which is the adopted plan at the time of this study. A second set of scenarios assuming build-out of the WLC will also be required, to ensure that the interchange design would work whether the City General Plan is revised based on the proposed WLC specific plan.

### Alternative Analysis and Identification of Build Alternatives

The PSR-PDS considered three build alternatives, Alternative 2 (Modified Partial Cloverleaf Interchange), Alternative 3 (Spread Diamond), and Alternative 4 (Modified Spread Diamond). In conjunction with the traffic forecasting and analysis, our team will evaluate the three proposed build alternatives in the PSR-PDS. Based on the Caltrans Highway Design Manual, Sixth Edition post May 7, 2012 and forecast traffic volumes, our team will refine the three build alternatives to accommodate future growth surrounding the SR-60/Theodore street interchange. Based on the approved Moreno Highlands Specific Plan and the proposed WLC, the interchange will need to accommodate the future demand on the interchange. Specifically, the WLC would be potentially adding additional trucks to the interchange to and from the west. Based on the additional trucks, the build alternatives would be evaluated for truck operations and queues within the interchange. The traffic analysis and study for the WLC identifies queues extending south to Eucalyptus Avenue. Based on these queues from Theodore Street to WB SR-60, RBF would consider an additional build alternative, as shown in **Figure 4**, that would accommodate the queue and improve operations for the interchange. The re-alignment of Theodore Street as shown in **Figure 4** is due to the avoidance of the historical Anco Ranch in the northeast quadrant of the existing interchange as well as providing a continuous movement to the north connecting to Redlands Boulevard allowing for better access to I-10 from the Theodore Street interchange. Alternative 3 (Spread Diamond) and Alternative 4 (Modified Spread Diamond) would impact the historical Anco Ranch and result in additional environmental impacts compared to Alternative 2.

**Figure 4 – Potential Additional Build Alternative**



The existing Theodore Street is currently at an approximate 7% longitudinal grade. To meet standard vertical clearance based upon Caltrans standards, falsework and a wider Theodore Street OC, the bridge would require to be raised approximately 6 feet. The raising of Theodore Street OC would require reconstructing Theodore Street to match existing grade just south of Eucalyptus intersection. This profile will be challenging to achieve 4% grades for trucks at the ramp intersections. RBF would consider a profile along Theodore Street to go under the SR-60. Flatter grades at the intersection will be more achievable and provide for better truck operations within the interchange. The challenges associated with profiling under the SR-60 would be providing a structure under the SR-60, which would be evaluated as part of this alternative during the PA/ED phase.

The existing Theodore Street is currently at an approximate 7% longitudinal grade. To meet standard vertical clearance based upon Caltrans standards, falsework and a wider Theodore Street OC, the bridge would require to be raised approximately 6 feet. The raising of Theodore Street OC would require reconstructing Theodore Street to match existing grade just south of Eucalyptus intersection. This profile will be challenging to achieve 4% grades for trucks at the ramp intersections. RBF would consider a profile along Theodore Street to go under the SR-60. Flatter grades at the intersection will be more achievable and provide for better truck operations within the interchange. The challenges associated with profiling under the SR-60 would be providing a structure under the SR-60, which would be evaluated as part of this alternative during the PA/ED phase.

Based on traffic forecast volumes; surrounding developments; avoidance of historical Anco Ranch; providing regional connectivity; and a preliminary analysis of impacts, RBF, in collaboration with the City and Caltrans, will identify two build alternatives, including a No-Build alternative, to carry forward through the PA/ED phase. Based on our knowledge of the project, previously developed PSR-PDS Alternative 2, as shown in **Exhibit 2**, will be the basis of our proposal at this time relative to PS&E.

Exhibit 2 - Alternative 2



Proposed Improvements  
 Proposed Theodore Street Overcrossing  
 Proposed Traffic Signal

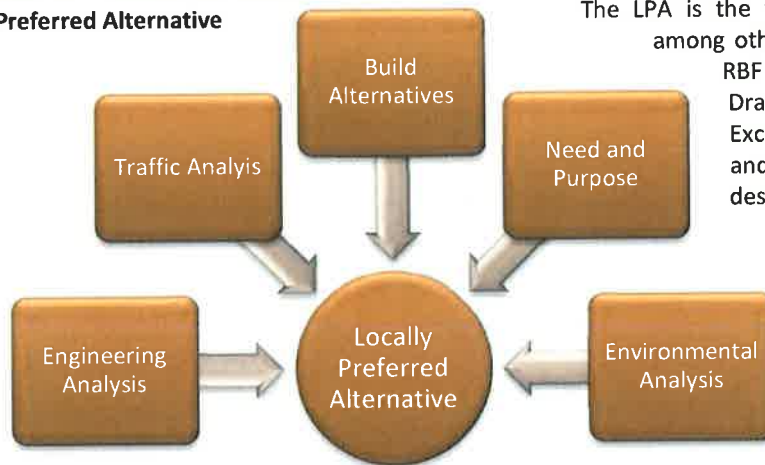
State Route 60 / Theodore Street Interchange Improvements Project  
**PSR-PDS Alternative 2**



## Selection of Locally Preferred Alternative

The most critical success factor to the accelerated approach is to select a locally preferred alternative (LPA). As shown in **Figure 5**, after completion of the traffic analysis and study, engineering analysis, and environmental analysis of the build alternatives, the PDT will meet to develop screening criteria for the basis of the selection of the LPA. RBF will develop a matrix comparing the build alternatives based upon the screening criteria and present to the PDT. The PDT will meet to discuss the evaluation and select a LPA.

**Figure 5 – Selection of Locally Preferred Alternative**



The LPA is the foundation for beginning at-risk design among other tasks. Based on selection of the LPA, RBF will develop the Geometric Approval Drawings (GADs) and Facts Sheets for Exceptions to Caltrans Standards for review and approval. The GADs will be based upon design level topographic mapping and survey. Similar to I-10/Jefferson Street interchange, RBF will obtain approval from Caltrans to use the approved GAD as the 35% PS&E. Once the GAD is approved by Caltrans, the RBF team will begin preparation of 65% PS&E.

## Interchange Closure during Construction

The existing SR-60/Theodore Street interchange serves primarily traffic to and from the existing Sketchers logistics facility and the landfill to the north. Based on discussions with the City, full closure of the interchange will be evaluated in coordination with Caltrans. Our team will prepare a ramp closure study in accordance with Caltrans' Community Impact Assessment guidelines during PA/ED. The purpose of the ramp closure study is to identify the potential impacts of complete closure of the existing Theodore Street interchange while a replacement is under construction, and to recommend measures to mitigate these impacts. The study area will be bounded by Ironwood Avenue to the north, Alessandro Boulevard in the south, Gilman Springs Road to the east, and Redlands Boulevard to the west. The primary issue will be how to re-route existing traffic (primarily Sketchers and landfill) to other SR-60 ramps with minimum disruption both to their operations and to other road users. Interim improvements may be required to accommodate the additional traffic at Redlands Boulevard and Gilman Springs Road interchanges.

The Ramp Closure Study will be prepared in conjunction with the traffic analysis and study. The potential interim improvements will need to be identified early in the process. Any impacts associated with the interim improvements during the full closure of the interchange will need to be included in the project footprint and environmental document. The RBF team will develop a conceptual stage construction exhibit identifying the geometrics relative to the interim improvements to be included in the Project Report and Environmental Document. The interim improvements will be in accordance with Caltrans Highway Design Manual, Sixth Edition post May 7, 2012. These improvements will be reviewed by traffic operations, constructability, safety, and district traffic management through focus meetings to obtain conceptual approval and then included in the 65% PS&E. This approach is an example of the RBF approach of collaboration early in the process which leads to minimizing comments on the PS&E.

## Design Mapping and Surveys

The first step in obtaining mapping is to obtain right of entry, Caltrans encroachment permit, and a City encroachment permit to place any necessary aerial targets for design mapping. The design mapping and survey will be prepared in accordance with Caltrans standards and policies. Specifically, the ABC checklist required by Caltrans Survey to ensure the flight path, aerial targets and photos, and topographic mapping (planimetrics) are accurate for final design and meet Caltrans requirements. RBF's approach to the design mapping is to develop a flight path

to capture aerial photography to include mapping for the potential interim impacts at Redlands Boulevard and Gilman Springs Rd interchange as a result of the Ramp Closure Study. However, topographic mapping (planimetrics) will be prepared based upon the limits required for the Geometric Approval Drawing. This approach provides flexibility for PS&E. Once the interim improvements have been identified through the ramp closure study and conceptual stage construction exhibit in coordination with Caltrans staff, topographic mapping will be prepared from available flown aerial photography to be utilized during PS&E. This approach will save time and work within our accelerated delivery approach.

### Bridge Architecture and Aesthetics

The City of Moreno Valley has prepared an SR-60 Corridor Master Plan for Aesthetics, which includes the SR-60/Theodore Street interchange. RBF's approach to developing landscaping and aesthetics for any interchange project is to establish a project specific Aesthetics Committee. The Aesthetics Committee would consist of representation from the City and Caltrans. RBF will schedule three workshops with the Aesthetics Committee to develop the aesthetics for the SR-60/Theodore Street interchange. The first workshop would discuss the implementation of the SR-60 Corridor Master Plan, develop understanding of where aesthetic treatments can be applied, and gather any input from committee. The second workshop will discuss materials and focus on specific aesthetic treatments for special structural components, and document understanding of final concept and implementation of aesthetics plan. RBF developed artist sketches, as shown in **Figure 6**, for several components of the aesthetics to help illustrate the overall concept to the aesthetics committee. The third workshop shall present final concepts to committee to obtain approval. Once the concepts are approved, details are prepared and incorporated into the 65% PS&E. This approach was proven successful on the I-10/Jefferson Street interchange. The aesthetics for I-10/Jefferson Street interchange, as shown in **Figure 6**, was approved by all stakeholders in three aesthetic workshops in approximately six months. This approach obtains input from specific individuals that represent all parties avoiding input from several groups and committees. It is critical to take a structured approach to avoid impact to the overall schedule when using the accelerated delivery approach.

Additionally, based upon discussions with the City, the Theodore Street overcrossing will be designed with special aesthetics, such as a spire. As shown on the cover of the proposal and **Figure 7**, RBF has developed examples of the spire aesthetics for the Theodore Street OC. RBF, in coordination with the City and the Aesthetics Committee, will continue to evaluate bridge architecture concepts for the Theodore Street OC. It is important to note the bridge architecture concepts are intended to be aesthetic only and not structural. For example, the cables shown in **Figure 7**, would only be for aesthetics only and not structural.

The vision for the bridge aesthetic is to create an iconic structure to identify the SR-60/Theodore Street Interchange as a gateway for the City of Moreno Valley based upon economic growth within the City.

**Figure 6 - I-10/Jefferson Street Interchange Landscaping and Aesthetics**



**Figure 7 - Spire Aesthetics for the Theodore Street Overcrossing**



### Categorical Exemption/Categorical Exclusion for Geotechnical Borings

Accelerated delivery requires substantial overlapping of the PA/ED and PS&E phases. Per our accelerated delivery schedule, 65% PS&E would be submitted to Caltrans subsequent to circulation of the draft environmental document. Soils investigations will be required for evaluation and geotechnical design reports relative to materials, slope stability, structures, etc. Typically, these soil investigations occur after PA/ED in the normal project development process. With this overlapping approach, separate environmental clearance will be required to perform borings prior to PA/ED. The RBF team will prepare a Categorical Exemption/Categorical Exclusion (CE/CE) for the project specific scope of the geotechnical borings. This will require preparation of a boring exhibit illustrating locations of borings and separate technical memorandums, such as biology, air quality checklist, etc in support of the CE/CE. Once approval is obtained, the RBF team will perform the geotechnical borings early in PA/ED in support of the 65% PS&E. This approach was proven successful with the I-10/Jefferson Street interchange project to obtain geotechnical information for the proposed Jefferson Street OC and Mechanically Stabilized Earth (MSE) retaining wall.

### Utility Coordination, Services and Relocation

Utility relocations are a critical path item in any project schedule. Similar to the geotechnical borings, certain utility activities cannot begin until final approval obtained for PA/ED. As illustrated in **Figure 7**, utility identification and verification will begin upon notice to proceed for the project and can occur during the PA/ED phase. Once final approvals are obtained for PA/ED, the Claim Letter to Owner can be sent to affected utility owners. At that time, we will coordinate with the utility owners to determine prior rights and liability based upon the conflict maps. Notice to Owners to relocate will be sent upon final approvals of utility agreements and final resolution of the utility conflict and relocation design.

**Figure 7 – Accelerated Utility Process**



Based on our experience with the project, an existing Edison electrical transmission line is adjacent to the west side of Theodore Street. The transmission line will require relocation. The RBF team will coordinate with Edison early in the process and follow the steps outlined above to ensure the relocation process does not delay the project schedule.

### Right-of-Way Engineering, Appraisals, and Acquisitions

Right of way is always a critical path item for any project schedule. Per the Project Development Procedures Manual (PDPM) and Right of Way Manual, preliminary right of way activities can begin during the PA/ED process. Right of way engineering and appraisals are considered preliminary right of way activities. Upon notice to proceed, RBF will begin field surveys to established existing right of way and roadway centerlines for the SR-60/Theodore Street interchange. A hard copy base map of the existing right of way and roadway centerlines will be prepared based on field survey and approved by Caltrans. The hard copy base map will be the basis of preliminary right of way for the Geometric Approval Drawing and the Right of Way Requirement Map. The GADs will be prepared in lieu of 35% PS&E and will be based upon field survey in order to “tie down” the design and move into 65% PS&E upon approval of the GADs. The Right of Way Requirements Map is an engineering document and is approved by Caltrans Design Oversight. The purpose of the Right of Way Requirements Map is to establish the necessary right of way for the interchange improvements. Once the Right of Way Requirements Map is approved by Caltrans and the draft environmental document is circulated to the public, the City would be able to begin appraisals of

**Figure 8 - Accelerated Right-of-Way Process**



the affected properties by the locally preferred alternative. The intent is to have appraisals prepared and approved by Caltrans by completion of PA/ED. After PA/ED, offers can be sent to affected property owners and the City would be able to begin negotiations.

### Environmental Review Opportunities

We anticipate, based on the Preliminary Environmental Analysis Report (PEAR) prepared for the proposed project, the level of environmental documentation environmental clearance of the project under both CEQA and NEPA to be an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI) with the following supporting technical studies:

- Air Quality and Greenhouse Gases
- Noise
- Natural Environment Study (NES)
- Cultural and Paleontological Resources
- Farmland Technical Memorandum
- Geotechnical
- Phase I Hazardous Materials
- Relocation Impact Statement
- Water Quality
- Visual Resources
- Traffic
- Water Quality

Environmental analyses will be performed to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). We will meet with Caltrans to scope the technical studies and address any comments made on draft environmental documents.

According the Moreno Valley General Plan EIR (Figure 5.10-1) the area of potential effect of the proposed alternatives contains three potential historic resources in the northeast quadrant of the interchange that will require evaluation for potential historic effects. A Historic Property Survey Report (HPSR) that includes an Archaeological Survey Report (ASR) and a Historical Resources Evaluation Report (HRER), to evaluate effects to any historic structures or resources in the area of potential effect will be prepared.

Of greatest concern are the project alternatives effects on biological resources. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project. For this project, studies and findings will include: focused species surveys for burrowing owl, Los Angeles pocket mouse, riparian birds; habitat assessment for fairy shrimp and bats; a jurisdictional delineation; MSHCP Equivalency Finding; MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP); and functions and values analyses for any riverine/riparian areas or vernal pools.

There is the potential for the built alternative to effect a blue line stream that drains into Mystic Lake located east of the interchange between Theodore and Gilman Springs. This stream contains vegetation that may be habitat for riparian bird species. A jurisdictional "waters of the U.S." determination will be prepared according to current Corps standards. Finally, we will determine the extent of any streambed and associated riparian areas are subject to review by California Department of Fish and Wildlife under Section 1600 et seq. of the Fish and Game Code.

### Project Management Plan

The RBF Team's management approach has been proven on past projects to be effective in meeting or exceeding client goals for completing PA/ED and PS&E on, or ahead of, schedule and within, or below, budget benefiting the City of Moreno Valley. The basic components of our project approach are as follows.

#### Scope of Work

A critical key to ensuring that an effective project schedule can be developed and maintained is preparing a comprehensive scope of work that clearly identifies the various project tasks and the deliverables expected from those tasks, as well as who is responsible for the deliverable product. RBF develops a very detailed scope of work in the proper design sequence and identifies assumptions that are critical for understanding the intent of the

project delivery process. Development of a comprehensive scope of work minimizes the chances of miscommunications or misdirection.

### Budget Control

RBF is well aware of the Cities' continual effort to control the total cost of capital improvement projects both in development and construction. RBF will use the following methods to control total project costs:

- **Consultant costs** will be controlled by frequent monitoring and early identification of any project change affecting project costs. This monitoring is accomplished easily through RBF's comprehensive Work Breakdown Structure (WBS) which is based on a detailed scope of work. This WBS is equated to Tasks with assigned budgets that are maintained in RBF's project cost accounting system. Project Managers and other Functional Task Managers have real time access to this cost data from their desktop computers enabling continuous monitoring of project costs by each of the work task managers on a project. Budgets and schedules for each component of the WBS are reviewed with each functional leader prior to commencing work, progress/payment "S" curves are developed and regular updates of cost to date and percent complete are evaluated with each leader throughout the project.
- **Construction costs** will be controlled with a cost trending technique, which uses the original construction cost estimate prepared for the PSR-PDS as a starting baseline. If cost increases after this stage of the project have occurred, alternatives will be presented by RBF to reduce the cost to the baseline level, or other funding alternatives will be explored. Each project meeting will include an agenda item to analyze the construction cost impact of any significant decisions made. These techniques will keep the baseline construction estimate up to date and will allow members of the project team to monitor the cost impacts of their decisions.

### Project Progress and Focus Workshop Meetings



On a monthly or as needed basis, RBF will chair Project Development Team (PDT) meetings with the City of Moreno Valley and Caltrans, and other involved agencies. The purpose of these meetings will be to discuss the project objectives, review schedule and work progress to date, to resolve critical issues promptly, to address budget issues and concerns and discuss other related items. Another effective management tool used by RBF has been Focus Workshop Meetings with appropriate functional or management groups of the PDT members. There are often several ways to implement a transportation improvement project and RBF has found that small meetings conducted in workshop settings encourage dialogue and creativity more easily than larger regular PDT meetings. This proactive approach avoids costly surprises and delays as the project proceeds through the project delivery process. Meetings are managed effectively by RBF through the use of a comprehensive, yet easily understood, meeting minute format that documents the meeting discussions and clearly tracks the action items from meeting to meeting. Action items summarize the issue, responsible party and deadline target dates for resolution and are maintained until the action item is closed.

### Progress Reports

RBF will provide monthly progress reports for the duration of project development activities. RBF will submit a Progress Report summarizing all work progress, billings to date, and also address potential problems that may delay project delivery, and recommend how to avert such problems. RBF's management approach has been tested by the numerous agencies involved in our past projects.

## Quality Assurance/Quality Control Program

The RBF Team’s Quality Assurance/Quality Control Program is a continuous process used not just at project milestones but also on a daily basis as work flows from desk to desk, discipline to discipline, and consultant to client. RBF utilizes this QA/QC program on each and every project undertaken to ensure that a high quality product is delivered on schedule and within budget. RBF’s key organizational elements for QA/QC are adaptable to any project. This program consists of the following key elements:

**Table 2 - Quality Assurance/Quality Control Program Key Elements**

POLICY	APPROACH
<b>Defined roles and responsibilities of key staff</b>	Specify individual responsibilities for each of the positions in the QC/QA organization structure; QC/QA training for all project staff.
<b>Dissemination and retention of pertinent project control or reference information</b>	Establish process for flow of project documentation to key staff and document control procedures (e.g., scope of work, invoice/progress reporting, meeting minutes/action items, deliverables, etc.).
<b>Expectations of internal/external Project Team and design interface meetings</b>	Develop consistent meeting minutes, action item tracking, and issue resolution log format.
<b>Expectations for regular “over the shoulder” reviews by Discipline/Task Manager</b>	Define protocols for continuous review process during plan/document preparation to engage interactive discipline leadership involvement.
<b>Inter-disciplinary coordination and shared work elements</b>	Establish design workshops (e.g., bridge LRFD, stage construction, landscape) etc. Inter-disciplinary exchange of plans prior to milestone submittals for joint review ensuring plan and work element consistency.
<b>Milestone checking of calculations, reports and plans</b>	Assign qualified, experienced independent review staff. Perform checking, revisions and backchecking in a coordinated coded manner considering standards, project scope, technical accuracy, format, presentation and previous review comments.
<b>Constructability and biddability review</b>	Perform overall constructability review with experienced construction management personnel considering biddability and buildability. Cross check utility systems against underground features (e.g., storm drain, wall at bridge, footings, etc.). Cross check all pay items with plans, specifications and quantity estimates.
<b>Caltrans Quality Control Review Checklists &amp; Environmental Commitments Record</b>	Require all design disciplines to implement the Caltrans Quality Control Review Checklists in the preparation of project PS&E. Ensure the Environmental Commitments Record from the approved Environmental Document is implemented as part of the project PS&E.
<b>Internal quality assurance audits</b>	Hold overall team QC/QA kick off meeting to review QC/QA plan and expectations. Perform audits to ensure quality control performance.



### 3. Scope of Work

3. Scope of Work



Table 3 - Scope of Work (1 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
<b>1.0</b>	<b>Preliminary Engineering Studies and Project Report</b>				<b>Darin Johnson, PE</b>
1.1	Geometric Alternatives Analysis	<ul style="list-style-type: none"> <li>Analyze up to a total of four (4) conceptual geometric alternatives</li> </ul>	<ul style="list-style-type: none"> <li>Geometric concept "sketch" alternatives</li> </ul>	<ul style="list-style-type: none"> <li>Prepare a total of four (4) conceptual "sketch" alternatives</li> </ul>	
1.2	Geometric Plans for Project Alternatives	<ul style="list-style-type: none"> <li>Develop layout plans and profiles for development of two (2) project "build" alternatives</li> <li>Develop plans for Caltrans review and approval of the alternatives of design</li> <li>Implement appropriate design standards within the conceptual design of the two (2) build alternatives</li> </ul>	<ul style="list-style-type: none"> <li>Geometric Design Plans</li> <li>Established Project Footprint</li> </ul>	<ul style="list-style-type: none"> <li>Prepare a total of two (2) "build" alternatives geometric plans</li> </ul>	<ul style="list-style-type: none"> <li>Corrie Davis, PE</li> <li>Josue Voglienty, PE</li> </ul>
1.3	Drainage Assessment	<ul style="list-style-type: none"> <li>Prepare and process "Summary Floodplain Encroachment Report" per Caltrans format</li> <li>Prepare and process "Location Hydraulic Study" per Caltrans format</li> </ul>	<ul style="list-style-type: none"> <li>Identification of major drainage improvements</li> <li>Inclusion of drainage improvements in the build cost estimates</li> <li>Draft/Final Floodplain Encroachment Report</li> <li>Draft/Final Location Hydraulic Study</li> </ul>		Brad Loney, PE
1.4	Storm Water Data Report (SWDR)	<ul style="list-style-type: none"> <li>Develop a SWDR to identify selection and design of Best Management Practices (BMPs) for each alternative</li> </ul>	<ul style="list-style-type: none"> <li>Draft and Final PA/ED-level Storm Water Data Report</li> </ul>	<ul style="list-style-type: none"> <li>The SWDR will be developed assuming two (2) build alternatives</li> </ul>	<ul style="list-style-type: none"> <li>Arund Miller, EIT 50, (ESD)</li> <li>Anno Loatin, PE, CPWSQ, CEES</li> </ul>
1.5	Conceptual Stage Construction Plan	<ul style="list-style-type: none"> <li>Prepare construction staging exhibits to identify and minimize project delays and impacts</li> </ul>	<ul style="list-style-type: none"> <li>Preliminary Stage Construction Design/Concept Exhibits</li> </ul>	<ul style="list-style-type: none"> <li>One (1) Concept for Preliminary Stage Construction Design Concept Exhibit will be prepared based upon ramp closure study</li> </ul>	Craig Schneider, PE, TE
1.6	Preliminary Transportation Management Plan	<ul style="list-style-type: none"> <li>Prepare a Transportation Management Plan to identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices in accordance with Caltrans TMP guidelines</li> </ul>	<ul style="list-style-type: none"> <li>Transportation Management Plan Data Sheets</li> </ul>	<ul style="list-style-type: none"> <li>Transportation Management Plan Data sheets for the two (2) build alternatives</li> </ul>	Craig Schneider, PE, TE
1.7	Utility Assessment	<ul style="list-style-type: none"> <li>Research utility as-built and record notices to utility owners for verification. Plot existing utilities in accordance with Caltrans policy on high/low risk utilities; analyze utility impacts; prepare utility conflict map; identify potential utility relocations and prepare summary as part of the Right-of-Way Data Sheet</li> </ul>	<ul style="list-style-type: none"> <li>Utility Location and Conflict Map</li> </ul>	<ul style="list-style-type: none"> <li>Utility Location and Conflict map for two (2) build alternatives</li> </ul>	Marty Peterson
1.8	Right-of-Way Data Sheet	<ul style="list-style-type: none"> <li>Prepare Right-of-Way Data Sheets indicating impacts to properties including cost estimates and utility impacts</li> <li>Develop Right-of-Way Requirements Map graphically depicting proposed impacts based upon build alternatives of project</li> </ul>	<ul style="list-style-type: none"> <li>Preliminary Right-of-Way Requirement Maps</li> <li>Approved Right-of-Way Data Sheets</li> </ul>		<ul style="list-style-type: none"> <li>Corrie Davis, PE</li> <li>Denise Borbe</li> </ul>
1.9	Life Cycle Cost Analysis	<ul style="list-style-type: none"> <li>Prepare LCCA report for pavement alternatives per the LCCA Procedures Manual and Caltrans Materials Unit requirements</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Life-Cycle Cost-Benefit Analysis</li> </ul>		Hebecca Ketcher, PE
1.10	Preliminary Geotechnical Investigations and Evaluation	<ul style="list-style-type: none"> <li>Compile geotechnical information through field analysis and investigation</li> <li>Develop SPQR for Structures per Caltrans guidelines</li> <li>Prepare Aerially Deposited Lead Site Investigation Report</li> <li>Prepare Asbestos and Lead Site Investigation Report</li> <li>Prepare Hazardous Waste Initial Site Assessment pursuant to Caltrans Standard Environment References (SER) and Project Developmental Procedures Manual</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Preliminary Geotechnical Design Report</li> <li>Draft/Final Preliminary Materials Report</li> <li>Draft/Final Structure Preliminary Geotechnical Report</li> <li>Aerially Deposited Lead Report</li> <li>Asbestos and Lead Paint Survey Report</li> <li>Draft/Final Hazardous Waste Initial Site Assessment</li> </ul>		<ul style="list-style-type: none"> <li>Simon Smith, PE, GE</li> <li>Kristin Stout</li> </ul>
1.11	Structural Advance Planning Studies (APS)	<ul style="list-style-type: none"> <li>Develop APS for project structures per Caltrans guidelines for two (2) alternative structure types</li> </ul>	<ul style="list-style-type: none"> <li>Advanced Planning Study and supporting documents</li> </ul>	<ul style="list-style-type: none"> <li>Prepare APS for a total of two (2) alternative structure types</li> </ul>	<ul style="list-style-type: none"> <li>Brad Miller, PE, SE</li> </ul>
1.12	Conceptual Bridge Architecture	<ul style="list-style-type: none"> <li>Prepare concept sketches for up to two (2) bridge structure aesthetic treatments with "spine" type features and present to the PDT for review/input. One concept sketch will be advanced to the APS level of detail</li> </ul>	<ul style="list-style-type: none"> <li>Aesthetic Concept Sketches (2)</li> <li>Final Concept Plan for the APS</li> </ul>	<ul style="list-style-type: none"> <li>Prepare concept sketches for up to two (2) bridge structure aesthetic treatments</li> </ul>	<ul style="list-style-type: none"> <li>David Baxter, PE (OH), SE III</li> <li>Alan Su, PE</li> </ul>
1.13	Preliminary Cost Estimates	<ul style="list-style-type: none"> <li>Prepare cost estimates for each of the two (2) proposed build alternatives</li> </ul>	<ul style="list-style-type: none"> <li>Alternative Cost Estimates</li> </ul>		Corrie Davis, PE
1.14	Draft Project Report	<ul style="list-style-type: none"> <li>Prepare Draft Project Report for Caltrans review</li> <li>Obtain approvals of Draft Project Report</li> </ul>	<ul style="list-style-type: none"> <li>Administrative Draft Project Report</li> <li>Final Draft Project Report</li> </ul>		<ul style="list-style-type: none"> <li>Josue Voglienty, PE</li> <li>Corrie Davis, PE</li> </ul>
1.15	Final Project Report	<ul style="list-style-type: none"> <li>Incorporate Caltrans and FHWA review comments into final PR and Fact Sheets</li> </ul>	<ul style="list-style-type: none"> <li>Draft Final Project Report</li> <li>Final Project Report</li> </ul>		Darin Johnson, PE
<b>2.0</b>	<b>Fact Sheets for Exceptions to Design Standards</b>				Josue Voglienty, PE
2.1	Fact Sheet for Exceptions to Design Standards for PA/ED	<ul style="list-style-type: none"> <li>Develop fact sheets to document design exceptions related to the build alternatives</li> </ul>	<ul style="list-style-type: none"> <li>Approved Mandatory and Advisory Fact Sheets for PA/ED</li> </ul>		Josue Voglienty, PE
2.2	Supplemental Fact Sheets for Exception to Design Standards for PS&E	<ul style="list-style-type: none"> <li>Develop fact sheets to document supplemental design exceptions related to the build alternatives</li> </ul>	<ul style="list-style-type: none"> <li>Approved Mandatory and Advisory Fact Sheets for PS&amp;E</li> </ul>		Josue Voglienty, PE
<b>3.0</b>	<b>Environmental Technical Studies</b>				Lynn Cabhart-Hayes
3.1	Task Management and Meetings	<ul style="list-style-type: none"> <li>Attend bi-weekly conference calls with the project team to discuss work progress, issues, budget, constraints, upcoming PDT meetings, etc.</li> <li>Attend PDT meetings</li> <li>Conduct quality control and review of all technical and environmental documents</li> </ul>	<ul style="list-style-type: none"> <li>Attendance at PDT meetings</li> <li>Monthly updates to the project schedule</li> <li>QA/QC of environmental documents</li> <li>Attendance at Caltrans focused meetings</li> </ul>	<ul style="list-style-type: none"> <li>Attend up to 18 monthly PDT meetings</li> <li>Attend up to 5 focused meetings with CALTRANS staff</li> </ul>	Lynn Cabhart-Hayes
3.2	Traffic Analysis and Study	<ul style="list-style-type: none"> <li>Develop traffic modeling and forecast levels for the proposed alternatives and improvements</li> <li>Gather and analyze traffic data and information for analysis of alternatives and existing conditions</li> <li>The traffic study will cover qualitative and ramp capacity, delay, queuing, LOS, signal warrants, weaving analysis, ramp metering analysis and special considerations of the high volume of trucks</li> <li>Prepare ramp closure study in accordance with community impact assessment guidelines</li> </ul>	<ul style="list-style-type: none"> <li>Traffic Safety and Accident Analysis</li> <li>Traffic Methodology Memorandum</li> <li>Draft/Traffic Forecast Volumes Report</li> <li>Draft/Final Traffic Study</li> <li>Ramp Closure Study</li> </ul>	<ul style="list-style-type: none"> <li>8 study intersections</li> <li>RVTM Model (volumes)</li> <li>VISSIM (LOS for Interchange &amp; SR 60)</li> <li>Synchro (LOS for non-free-way intersections)</li> <li>Study years (2013, 2017, 2040)</li> <li>GP Bukouti and WLC both analyzed</li> <li>4 Design Alternatives + No Build analyzed</li> </ul>	Dan Hubbard, PE





Table 3 - Scope of Work (2 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
3.3	Area of Potential Effects (APE) Map	<ul style="list-style-type: none"> <li>Prepare APE Map in accordance with Section 106 of Programmatic Agreement and Caltrans Environmental Handbook.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final APE Map</li> </ul>		Rory Goodwin
3.4	Water Quality Assessment Report (WQAR)	<ul style="list-style-type: none"> <li>Prepare Water Quality Assessment Report pursuant to Caltrans Environmental Handbook.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Water Quality Assessment Report</li> </ul>		Nicole Wray
3.5	Noise Study Report	<ul style="list-style-type: none"> <li>Prepare Noise Study Report pursuant to Caltrans Environmental Handbook.</li> <li>Reports will be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Noise Study Report</li> </ul>	<ul style="list-style-type: none"> <li>Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model at 10 sites within the APE.</li> <li>Use FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future 3 build alternatives and the future to build alternative.</li> <li>Assumes up to 25 mailings.</li> </ul>	Jason Lee
3.6	Noise Abatement Decision Report (NADR)	<ul style="list-style-type: none"> <li>Prepare Noise Abatement Decision Report pursuant to Caltrans Environmental Handbook.</li> <li>NADR will be prepared following criteria described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TNS).</li> <li>CONSULTANT will prepare soundwall surveys for review by Caltrans for properties which would be affected by soundwall construction. The approved soundwall surveys will be mailed by the CONSULTANT to affected property owners during the public review period of the Draft ED.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Noise Abatement Decision Report</li> </ul>		Jason Lee
3.7	Visual Impact Assessment (VIA)	<ul style="list-style-type: none"> <li>Prepare Visual Impact Assessment pursuant to Caltrans Environmental Handbook.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Visual Impact Assessment</li> </ul>	<ul style="list-style-type: none"> <li>Up to four (4) key views will be selected.</li> <li>13 photomontage exhibits will be created.</li> </ul>	R/Allen Doger
3.8	Fairland Technical Memorandum	<ul style="list-style-type: none"> <li>Prepare Fairland Technical Memorandum pursuant to Caltrans Environmental Handbook.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Fairland Technical Memorandum</li> </ul>	<ul style="list-style-type: none"> <li>Assumes Form AD 1006 for submittal to Caltrans will be prepared if fairlands will be disrupted by the proposed project.</li> </ul>	David Atwater
3.9	Draft Relocation Impact Statement (DRIS)	<ul style="list-style-type: none"> <li>Prepare Relocation Impact Statement pursuant to Caltrans Environmental Handbook.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Relocation Impact Statement</li> </ul>	<ul style="list-style-type: none"> <li>Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of CALTRANS as they are typically done after completion of the PA/ED phase.</li> </ul>	David Atwater
3.10	Air Quality Analysis (AQA)	<ul style="list-style-type: none"> <li>Prepare Air Quality Analysis pursuant to Caltrans Environmental Handbook.</li> <li>Air Quality Analysis Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot Spot Analysis in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Air Quality Analysis</li> </ul>		Keith Loy
3.11	Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)	<ul style="list-style-type: none"> <li>Prepare Paleontological Identification Report and Paleontological Evaluation Report pursuant to Caltrans Environmental Handbook.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)</li> </ul>	<ul style="list-style-type: none"> <li>Assumes negative findings.</li> <li>CONSULTANT will complete a windshield or pedestrian survey of the project footprint.</li> <li>Assumes the PIR and PER will be combined into a single document.</li> </ul>	Brooks Smith
3.12	Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)	<ul style="list-style-type: none"> <li>Prepare Paleontological Identification Report and Paleontological Evaluation Report pursuant to Caltrans Standard Environmental References (SER).</li> <li>Prepare Historical and Architectural Resource Studies pursuant to Caltrans Standard Environmental References (SER).</li> </ul>	<ul style="list-style-type: none"> <li>Native American consultation letters</li> <li>Interested Party consultation letters</li> <li>Records of Native American consultation</li> <li>Draft/Final Archaeological Survey Report</li> <li>Draft/Final HER/HER</li> </ul>	<ul style="list-style-type: none"> <li>Assumes negative results for archaeology.</li> <li>Assumes up to 3 historic structures to be evaluated.</li> </ul>	Rory Goodwin Cosy Tibbet
3.13	Jurisdictional Delineation (JD) Report	<ul style="list-style-type: none"> <li>Prepare Jurisdictional Delineation Report</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Wetlands Delineation Report</li> <li>Regapan Form</li> </ul>		Marie Lutz
3.14	Natural Environment Study (NES)	<ul style="list-style-type: none"> <li>Prepare Natural Environment Study per Caltrans format.</li> <li>NES will consist of focused species surveys, a jurisdictional delineation, MSHP Equivalency Finding, MSHP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analysis for any sensitive/riparian areas or special pools.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Natural Environment Study</li> </ul>	<ul style="list-style-type: none"> <li>The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31.</li> </ul>	Wendy Walther
3.15	Selection of Locally Preferred Alternative	<ul style="list-style-type: none"> <li>Develop scoring criteria to determine Locally Preferred Alternative</li> <li>Hold two (2) meetings with PDT to evaluate build alternatives</li> </ul>	<ul style="list-style-type: none"> <li>Selection of Locally Preferred Alternative</li> </ul>		Tom Hall, P.E.
4.0	Public Hearing and Outreach				Lynn Calvert-Hayes
4.1	Public Outreach Support and Public Meetings	<ul style="list-style-type: none"> <li>Provide support to the Public Outreach efforts and take the lead on providing two public meetings one prior and during the IS/EIA public review period</li> </ul>	<ul style="list-style-type: none"> <li>Collateral Materials</li> <li>Draft Comment Card or Project Questionnaire</li> <li>Public Meeting Comment Log and Presentation</li> <li>Meeting Exhibits</li> </ul>	<ul style="list-style-type: none"> <li>Assumes two (2) meetings</li> </ul>	Cheryl Donohue
5.0	Prepare and Circulate Draft Environmental Document				Lynn Calvert-Hayes
5.1	Screen Check Draft Initial Study (S)/Environment Assessment (EA)	<ul style="list-style-type: none"> <li>Prepare the screen-check Draft IS/EA incorporating the environmental checklist, technical analysis, discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record and a listing of environmental permits required</li> </ul>	<ul style="list-style-type: none"> <li>Screen Check Draft IS/EA</li> <li>ED Preparation and review Tool</li> <li>External QC Certification Sheet</li> </ul>	<ul style="list-style-type: none"> <li>This scope of work is based on the IS/EA Annotated Outline dated October 3, 2012.</li> <li>Analyses of 2 build alternatives and the no project alternative.</li> </ul>	Lynn Calvert-Hayes



Table 3 - Scope of Work (3 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
5.3	Draft Initial Study (IS)/ Environmental Assessment (EA)	Incorporate Authority and Caltrans review comments to the Screen-Check	<ul style="list-style-type: none"> <li>Final Draft IS/EA</li> <li>ED Preparation and review Tool</li> <li>External QC Certification Sheet</li> </ul>	<ul style="list-style-type: none"> <li>A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment.</li> <li>Assumes no legal review is required.</li> </ul>	Lynn Calvert-Hayes
5.3	Obtain Approval to Circulate	Obtain approval of all technical studies and Draft IS/EA	Approved Circulation of Draft IS/EA		Lynn Calvert-Hayes
5.4	Complete Draft Initial Study (IS)/Environmental Assessment (EA)	Ensuring that copies of the Draft IS/EA are available for review/comment at city halls and libraries in the project area; Responsible for posting newspaper advertisement of the project in accordance with CEQA/NEPA	<ul style="list-style-type: none"> <li>Draft IS/EA, Technical Studies</li> <li>Master Distribution/Invitation Lists</li> <li>Prepare the Notice of Completion (NOC) - one hard copy and one electronic version on CD-ROM</li> <li>Prepare Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing - one hard copy and one electronic version on CD-ROM</li> </ul>	<ul style="list-style-type: none"> <li>CALTRANS and city will compile the Draft IS/EA</li> <li>Master Distribution List for maintenance by the CONSULTANT.</li> <li>Publish up to 50 hard copies of the Draft IS/EA, up to 200 copies of the Executive Summary, and up to 200 copies of the CD-ROM containing electronic files of the Draft IS/EA and Executive Summary.</li> </ul>	Lynn Calvert-Hayes
<b>6.0</b>	<b>Prepare Final Environmental Document and Obtain Environmental Clearance</b>				Lynn Calvert-Hayes
6.1	Prepare Response to Comments Matrix	Maintaining documentation and providing the adequate responses to internal and public comments on the project and Draft IS/EA.	Responses to Comments Matrix		Lynn Calvert-Hayes
6.2	Select Preferred Project Alternatives	Hold PDS workshop to build consensus and select preferred alternative in accordance to Caltrans PDPM and SER	Preferred Alternative Identification		Jim Hilde, PE
6.3	Final Environmental Document	Incorporate Caltrans and FHWA review comments into final Environmental Document.	Approved ECR Final IS/EA	The estimated filing fees to be paid directly by the CITY include \$2,156.25 CDFW environmental filing fee, \$64 County processing fee.	Lynn Calvert-Hayes
6.4	Notice of Determination (NOD) and Notice of Availability (NOA)	Prepare "Notice of Determination" pursuant to CEQA and "Notice of Availability" pursuant to NEPA	Filed Notice of Determination Filed Notice of Availability (FONSI)	CORSHART will prepare a Class 6 Categorical Exemption pursuant to Section 25306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6006 for approval by Caltrans.	Lynn Calvert-Hayes
6.5	Categorical Exemption / Categorical Exclusion for Geotechnical Borings	Prepare CE/CE Exclusion for Geotechnical Borings	CE/CE Exclusion for Geotechnical Borings		Lynn Calvert-Hayes
<b>7.0</b>	<b>Environmental Mitigation Negotiation and Permitting</b>				Lynn Calvert-Hayes
7.1	Resource Agency Permit Related Coordination	Prepare Coordination Document and hold coordination meetings. Regulatory permits may be required for impacts to jurisdictional waters of the U.S. and State from the U.S. Army Corps of Engineers (ACE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). The accurate permitting requirements cannot be determined until the NES and jurisdictional delineation are prepared.	Coordination Document	<ul style="list-style-type: none"> <li>Assumes a Nationwide permit an individual permit will be required for the ACE 404 permit.</li> <li>Assumes one stream/drainage crossing.</li> <li>Assumes the mitigation in the MSICP and the DBESP will be used for the coordinated CDFW 3000 permit.</li> <li>Assumes one tri-agency meeting with the RCA to negotiate mitigation and permitting requirements.</li> </ul>	Wendy Walters
<b>8.0</b>	<b>Geometric Approval Drawing</b>				Darin Johnson, PE
8.1	Geometric Approval Drawings	Prepare GAD level layouts, profiles, tower elevation diagrams, typical sections, and ROW requirements based on the project scope as defined in the approved Draft Project Report.	Draft/Final Geometric Approval Drawing Completed EIB 78 Checklist	Assumes one build alternative	Darin Johnson, PE
<b>9.0</b>	<b>Design Mapping and Surveys</b>				Larry Truman, PLS
9.1	Photogrammetric Surveys	Surveys will be performed in accordance with the Caltrans Survey Manual.	New aerial topographic mapping compiled at a scale of 1"=50' with one foot interval contours		Larry Truman, PLS
9.2	Preliminary Right of Way Mapping	Develop preliminary right of way mapping consisting of a compilation of electronic file information showing the project boundary compiled from maps and documents of record, easements of record, and existing utilities based upon research from Caltrans	Right of Way Requirement Exhibits Hard Copy Base Maps		Larry Truman, PLS
9.3	Land Net Mapping and Survey/Pre-construction Record of Survey	Production and filing of the "Before Condition" Record of Survey.	Land Net Mapping Pre-construction Record of Survey	Assumes laser scanning on the freeway	Larry Truman, PLS
9.4	Design Surveys	Perform Design Surveys of freeway shoulder, edge of travelway, lane line, asphalt/concrete joint.	Design Survey		Larry Truman, PLS
<b>10.0</b>	<b>35% Design Plans, Specification, and Estimate</b>			Not required. GADs will be prepared and accepted as 35% PS&E relative to accelerated project approach	Darin Johnson, PE
<b>11.0</b>	<b>85% Design Plans, Specification, and Estimate</b>				Darin Johnson, PE
11.1	Conceptual Landscape and Aesthetics Plan	Prepare a concept landscape plan at a scale of 1"=50' depicting planned planting based on the grading and construction limits. Single-viewed plant palette will be developed with the PDI.	Concept Landscape Plan	<ul style="list-style-type: none"> <li>Assumes implementation of SR-60 corridor master plan</li> <li>3 workshops</li> </ul>	Cathy Johnson, FIA
11.2	Bridge Site Data Submittal	Prepare Bridge Site Data Submittal (BSDS) Form for bridge structures in accordance with the Caltrans OSEP Information and Procedures Guide.	Bridge Site Data Submittal		Burd Merkle, PE, SE Anna Voglitzky, PE
11.3	Bridge Type Selection	The Type Selection Report will include a Bridge General Plan, discussion of foundation and abutment requirements, seismic and aesthetic considerations, stage construction and traffic handling requirements and costs. Attend Type Selection Meeting with Caltrans OSEP.	Bridge Type Selection Report Type Selection Meeting Attendance	Assumes one bridge type selection meeting	Burd Merkle, PE, SE



Table 3 - Scope of Work (4 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
11.4	Storm Water Data Report	<ul style="list-style-type: none"> <li>Update the previously prepared SWDR from the Project Report phase.</li> </ul>	<ul style="list-style-type: none"> <li>Storm Water Data Report Update</li> </ul>		<ul style="list-style-type: none"> <li>Anna Linton, PE, CPWSD, CPECC</li> </ul>
11.5	Drainage Report	<ul style="list-style-type: none"> <li>Prepare hydrology/hydraulics report for the purpose of defining the storm drain requirements for the project. Treatment BMP's will also be evaluated and incorporated into the design.</li> </ul>	<ul style="list-style-type: none"> <li>Drainage Report</li> <li>Hydrology Maps</li> <li>Hydraulic Calculations – pipe sizing, flooded width and inlet spacing, RSP sizing calculations</li> <li>Water Quality BMP design calculations – flow rates, infiltration, sizing, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Improvements to existing off-site hydraulic and hydraulic controls for the freeway or highway cross-overs and regional drainage facilities in the vicinity are excluded from scope of work</li> </ul>	<ul style="list-style-type: none"> <li>Brad Loney, PE</li> </ul>
11.6	Transportation Management Plan	<ul style="list-style-type: none"> <li>Prepare a TMP to qualitatively discuss anticipated traffic impacts resulting from the proposed project, utilizing existing and forecast traffic analysis data. Based on such data, potential TMP measures to reduce traffic impacts anticipated to result from project construction will be recommended.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final TMP Data Sheets</li> </ul>	<ul style="list-style-type: none"> <li>Only TMP data sheets will be provided</li> </ul>	<ul style="list-style-type: none"> <li>Craig Schneider, PE, TE</li> </ul>
11.7	Geotechnical Design and Reports	<ul style="list-style-type: none"> <li>Conduct a geotechnical field investigation, laboratory soil tests, and perform analyses to develop geotechnical parameters and recommendations for design and construction of the proposed improvements documented in a Geotechnical Design Report, Materials Report and Foundation Report.</li> </ul>	<ul style="list-style-type: none"> <li>Draft/Final Geotechnical design Report</li> <li>Draft/Final Materials Report</li> <li>Draft/Final Foundation Report</li> </ul>	<ul style="list-style-type: none"> <li>A total of 30 borings for foundation related design, pavement and grading design are anticipated.</li> </ul>	<ul style="list-style-type: none"> <li>Simon Sadiq, PE, GE</li> </ul>
11.8	Draft Roadway Plans	<ul style="list-style-type: none"> <li>Prepare Title Sheet, Typical Section, Layout, Profile, Construction Details, and Contour Grading Plans</li> <li>Prepare Supplemental Fact Sheet for Design Exceptions Identified during the PS&amp;E phase</li> </ul>	<ul style="list-style-type: none"> <li>65% Roadway Plans</li> <li>Approved Mandatory and Advisory Fact Sheets for PS&amp;E phase</li> </ul>	<ul style="list-style-type: none"> <li>No roadside freeway widening is required</li> <li>Ultimate ramp alignments will be designed to the ultimate grade issue and then tied into the existing mainline freeway</li> <li>No pavement testing and no pavement rehabilitation/overlay will be required</li> </ul>	<ul style="list-style-type: none"> <li>Carrie Davis, PE</li> <li>Josue Voghtley, PE</li> </ul>
11.9	Draft Utility Plans	<ul style="list-style-type: none"> <li>Prepare Utility Location Plans depicting the locations of existing utility facilities. A total of 4 potholes are anticipated for the purpose of verifying any critical utility locations</li> </ul>	<ul style="list-style-type: none"> <li>65% Utility Location Plans</li> </ul>	<ul style="list-style-type: none"> <li>A total of four (4) potholes will be performed</li> </ul>	<ul style="list-style-type: none"> <li>Anne Voghtley, PE</li> </ul>
11.10	Draft Drainage Plans	<ul style="list-style-type: none"> <li>Prepare Drainage Plans, Profiles, Details and Quantity Sheets for drainage systems to be removed or constructed</li> </ul>	<ul style="list-style-type: none"> <li>65% Drainage Plans</li> </ul>	<ul style="list-style-type: none"> <li>Five infiltration basins in the fields</li> <li>No new connections to regional storm drains</li> <li>No new regional storm drains</li> <li>No edge drains will be required</li> </ul>	<ul style="list-style-type: none"> <li>Brad Loney, PE</li> </ul>
11.11	Draft Stage Construction/Traffic Handling Plans	<ul style="list-style-type: none"> <li>Prepare stage construction/traffic handling plans, details and quantities to reflect the appropriate stages of construction and temporary signing/pavement delineation/barrier placement for protection of the work zone</li> <li>Prepare detour (construction area signs) plans to reflect the detour routes for freeway/ramp/arterial street closures</li> </ul>	<ul style="list-style-type: none"> <li>65% Stage Construction/Traffic Handling/Detour/Construction Area Sign Plans</li> </ul>	<ul style="list-style-type: none"> <li>No temporary detour physical roadway improvements will be required</li> <li>Existing interchange will be closed during construction of proposed interchange and traffic detoured to adjacent interchanges</li> <li>Eucalyptus Avenue will have been previously constructed to connect to Redlands Avenue and be used to detour traffic during interchange construction</li> <li>Temporary lighting, temporary signals and temporary communication systems will not be required for any stage of construction or detour</li> </ul>	<ul style="list-style-type: none"> <li>Craig Schneider, PE, TE</li> <li>Jonathan Hojert, PE</li> </ul>
11.12	Draft Traffic Plans	<ul style="list-style-type: none"> <li>Prepare signing/pavement delineation plans, details and quantities</li> </ul>	<ul style="list-style-type: none"> <li>65% Sign and Pavement Delineation Plans</li> </ul>		<ul style="list-style-type: none"> <li>Carrie Davis, PE, TE</li> <li>Rosalie Ureno, PE</li> </ul>
11.13	Draft Highway Planting Plans	<ul style="list-style-type: none"> <li>Prepare highway planting plans, details and quantities for the planting scheme approved as part of the conceptual landscape plan</li> </ul>	<ul style="list-style-type: none"> <li>65% Highway Planting Plans</li> </ul>	<ul style="list-style-type: none"> <li>Highway Planting plans will be included within the Roadway PS&amp;E. A separately bid and awarded Highway Planting contract will not be required</li> </ul>	<ul style="list-style-type: none"> <li>Cathy Johnson, PLA</li> </ul>
11.14	Draft Electrical Plans	<ul style="list-style-type: none"> <li>Prepare Lighting and Sign Illumination plans for the new ramp configurations and new overhead sign locations</li> <li>Prepare Traffic Signal plans for two (2) locations – SR-60 WB Ramps/Theodore and SR-50 EB Ramps/Theodore</li> <li>Prepare Ramp Metering Plans for the two (2) SR-60 on-ramp locations in accordance with Caltrans D8 policy</li> </ul>	<ul style="list-style-type: none"> <li>65% Electrical Plans</li> </ul>	<ul style="list-style-type: none"> <li>No communication systems (i.e. fiber optic communication system, CCTV, CMS or TMS) will be required</li> </ul>	<ul style="list-style-type: none"> <li>Carrie Davis, PE, TE</li> <li>Rosalie Ureno, PE</li> </ul>
11.15	Draft Structure Plans	<ul style="list-style-type: none"> <li>Prepare Draft Bridge Plans for the Theodore St overcrossing based on the approved Type Selection Report</li> </ul>	<ul style="list-style-type: none"> <li>65% Bridge Plans</li> </ul>	<ul style="list-style-type: none"> <li>Assume Cast in Place, 2-span box girder bridge</li> <li>No retaining walls or sound walls will be required</li> </ul>	<ul style="list-style-type: none"> <li>Brad Miller, PE, SE</li> </ul>
11.16	Special Provisions	<ul style="list-style-type: none"> <li>Prepare unreviled Draft Special Provisions identifying the major components of work anticipated</li> </ul>	<ul style="list-style-type: none"> <li>Unreviled Draft Special Provisions</li> </ul>		<ul style="list-style-type: none"> <li>Josue Voghtley, PE</li> </ul>
11.17	Cost Estimate	<ul style="list-style-type: none"> <li>Prepare preliminary cost estimate based on the 65% level of completion of the various plans</li> </ul>			<ul style="list-style-type: none"> <li>Alan Shi, PE</li> </ul>
11.20	65% Design Plans, Specifications, and Estimate				<ul style="list-style-type: none"> <li>Darin Johnson, PE</li> </ul>
12.1	Update Reports	<ul style="list-style-type: none"> <li>Update all Roadway/Drainage/Geotechnical Reports based on agency 65% review comments and final design</li> </ul>	<ul style="list-style-type: none"> <li>100% Reports</li> </ul>		<ul style="list-style-type: none"> <li>All key staff</li> </ul>
12.2	Update Roadway Plans	<ul style="list-style-type: none"> <li>Update all Roadway/Drainage/Traffic/Electrical/Utility Location/Landscape Plans based on 65% agency review comments and final design</li> </ul>	<ul style="list-style-type: none"> <li>95% Roadway Plans</li> </ul>		<ul style="list-style-type: none"> <li>All key staff</li> </ul>
12.3	Update Structure Plans	<ul style="list-style-type: none"> <li>Update all Structure Plans based on 65% agency review comments and final design. Complete independent check</li> </ul>	<ul style="list-style-type: none"> <li>95% Structure Plans</li> </ul>		<ul style="list-style-type: none"> <li>All key staff</li> </ul>
12.4	Update Special Provisions	<ul style="list-style-type: none"> <li>Update Special Provisions with complete editing of all special provisions in accordance with Caltrans requirements for bidding</li> </ul>	<ul style="list-style-type: none"> <li>95% Special Provisions</li> </ul>		<ul style="list-style-type: none"> <li>Josue Voghtley, PE</li> </ul>



Table 3 - Scope of Work (5 of 5)

Task No.	Task Name	Scope of Work	Deliverables	Assumptions / Exclusions	Responsible Staff
12.5	Update Cost Estimate	<ul style="list-style-type: none"> <li>Prepare quantity calculations and final construction cost estimates in accordance with Caltrans requirements utilizing the current edition of Caltrans Contract Cost Data book and recent construction bid data.</li> </ul>	<ul style="list-style-type: none"> <li>95% Cost Estimate</li> </ul>		Ann So, PE
<b>13.0</b>	<b>100% Design Plans, Specification, and Estimate</b>				<b>Darin Johnson, PE</b>
13.1	Final Roadway Plans	<ul style="list-style-type: none"> <li>Update Roadway Plans based on review comments, coordination efforts and final quality control reviews of the 95% submittal.</li> </ul>	<ul style="list-style-type: none"> <li>100% Roadway Plans</li> </ul>	<ul style="list-style-type: none"> <li>The City will advertise, award and administrate the construction bid and contract</li> </ul>	All key staff
13.2	Final Structure Plans	<ul style="list-style-type: none"> <li>Update Structure Plans based on review comments, coordination efforts and final quality control reviews of the 95% submittal.</li> </ul>	<ul style="list-style-type: none"> <li>100% Structure Plans</li> </ul>		All key staff
13.3	Final Special Provisions	<ul style="list-style-type: none"> <li>Update Special Provisions based on review comments, coordination efforts and final quality control reviews of the 95% submittal.</li> </ul>	<ul style="list-style-type: none"> <li>100% Special Provisions</li> </ul>		All key staff
13.4	Final Cost Estimate	<ul style="list-style-type: none"> <li>Update Final Cost Estimate based on review comments, coordination efforts and final quality control reviews of the 95% submittal.</li> </ul>	<ul style="list-style-type: none"> <li>100% Cost Estimate</li> </ul>		All key staff
13.5	Resident Engineer's File	<ul style="list-style-type: none"> <li>Prepare supporting project data, notes, reports and calculations for inclusion in a RE file, inclusive of bridge 4-scale plans, cross sections and grid grades.</li> </ul>	<ul style="list-style-type: none"> <li>RE File</li> </ul>	<ul style="list-style-type: none"> <li>Bidding and services during construction are not included in this scope of work and will be addressed with a future contract amendment</li> </ul>	Corrie Davis, PE Janie Voghtly, PE Brad Mucker, PE, SE Larry Truman, PLS
<b>14.0</b>	<b>Right of Way Legal/Plans and Appraisal Reports</b>				<b>Larry Truman, PLS</b>
14.1	Right of Way Requirements Map	<ul style="list-style-type: none"> <li>Prepare Right of Way Requirements Map</li> </ul>	<ul style="list-style-type: none"> <li>Right of Way Requirements Map</li> </ul>		Larry Truman, PLS
14.2	Right of Way Maps	<ul style="list-style-type: none"> <li>Prepare Right of Way Maps required for the project</li> </ul>	<ul style="list-style-type: none"> <li>Right of Way Maps</li> </ul>		Larry Truman, PLS
14.3	Legal Descriptions	<ul style="list-style-type: none"> <li>Prepare legal descriptions with accompanying exhibits to be used in conjunction with Grand Deed and/or easement deed language</li> </ul>	<ul style="list-style-type: none"> <li>Legal Descriptions and Exhibits</li> </ul>	<ul style="list-style-type: none"> <li>Up to 17 legal descriptions and exhibits for partial acquisitions, temporary construction easements, and utility easements for the relocation of easements</li> </ul>	Larry Truman, PLS
14.4	Appraisal Maps	<ul style="list-style-type: none"> <li>Prepare Appraisal Maps</li> </ul>	<ul style="list-style-type: none"> <li>Appraisal Maps</li> </ul>	<ul style="list-style-type: none"> <li>Scale of 1"=35' for up to 17 parcels</li> <li>Appraisal Maps will not be prepared for the entire project limits.</li> </ul>	Larry Truman, PLS
<b>15.0</b>	<b>Right of Way Acquisitions</b>				<b>Marty Peterson</b>
15.1	Utility Coordination	<ul style="list-style-type: none"> <li>Utility Coordination</li> </ul>	<ul style="list-style-type: none"> <li>Obtain Final Utility Relocation Plans &amp; Agreements</li> </ul>	<ul style="list-style-type: none"> <li>Prior rights determination will be prepared by the governing agencies.</li> <li>Attend five (5) meetings.</li> <li>Only the existing 12 kv electrical OH line along Theodore is anticipated to require relocation</li> </ul>	Marty Peterson
15.2	Utility Notices	<ul style="list-style-type: none"> <li>Prepare Utility Notices</li> </ul>	<ul style="list-style-type: none"> <li>Provide Utility Relocation Claim Letters</li> </ul>		Marty Peterson
15.3	Utility Relocations	<ul style="list-style-type: none"> <li>Coordinate plans for Utility Relocations</li> </ul>	<ul style="list-style-type: none"> <li>Utility Relocation Coordination</li> </ul>	<ul style="list-style-type: none"> <li>Plans for any impacted utility line, or for any required service line extension, will be prepared by the utility companies</li> </ul>	Marty Peterson
15.4	Acquisition Coordination	<ul style="list-style-type: none"> <li>Provide engineering team coordination with the Right of Way acquisition/Appraisal team</li> </ul>	<ul style="list-style-type: none"> <li>Right of Way Acquisition coordination</li> </ul>		Darin Johnson, PE Danielle Bojke
15.5	Acquisition Documentation	<ul style="list-style-type: none"> <li>Prepare appraisals and acquisition documents required for providing clear title to property acquisitions</li> <li>Document Acquisitions</li> </ul>	<ul style="list-style-type: none"> <li>Acquisition Documents</li> </ul>	<ul style="list-style-type: none"> <li>Hazardous Substances Disclosure Document (HSD) will be prepared by the appropriate governing agency</li> <li>No condemnation, and supporting documentation will be required</li> </ul>	Lynn Gilbert-Hoyes Tim Halle, PE
15.6	Right of Way Certification	<ul style="list-style-type: none"> <li>Prepare Right of Way Certification</li> </ul>	<ul style="list-style-type: none"> <li>Right of Way Certification</li> </ul>		Lynn Gilbert-Hoyes Tim Halle, PE
<b>16.0</b>	<b>Project Management</b>				<b>Tim Halle, PE</b>
16.1	Project Scoping	<ul style="list-style-type: none"> <li>Prepare a Scoping Document at the outset of the environmental process that will identify the assumptions for each of the technical studies. The objective is to get Caltrans' concurrence on the assumptions used in the analysis for each one of the technical subjects as there is limited exposure to misunderstandings between Caltrans and CONSULTANT as to what the technical studies are to contain and how the analysis is to be conducted.</li> </ul>	<ul style="list-style-type: none"> <li>Project Scope of Work Assumptions for each technical study - 10 hard copies</li> <li>Project Schedule</li> <li>Risk Register</li> </ul>	<ul style="list-style-type: none"> <li>Attend one Project Management Meeting.</li> <li>Attend one meeting to discuss scope of work assumptions and approach</li> <li>Attend one Project Schedule Meeting to discuss project schedule.</li> </ul>	Tim Halle, PE Lynn Gilbert-Hoyes
16.2	Project Controls & Administration	<ul style="list-style-type: none"> <li>Supervise, coordinate, and monitor work for conformance with Caltrans and City standards and policies. Prepare, circulate and file correspondence and memoranda as appropriate. Maintain project files using the Caltrans file system.</li> </ul>	<ul style="list-style-type: none"> <li>Provide Project Management and Administration</li> </ul>		Tim Halle, PE
16.3	Project Schedules	<ul style="list-style-type: none"> <li>Prepare and update project schedule</li> </ul>	<ul style="list-style-type: none"> <li>Project Schedules</li> </ul>		Tim Halle, PE
16.4	Project Meetings	<ul style="list-style-type: none"> <li>Meet with all affected parties to discuss issues pertinent to the analysis, design, and effects of the project.</li> </ul>	<ul style="list-style-type: none"> <li>Meeting Agendas and Minutes</li> <li>Presentation Materials</li> </ul>		Tim Halle, PE
16.5	Progress Reports	<ul style="list-style-type: none"> <li>Provide overall financial management of the project</li> </ul>	<ul style="list-style-type: none"> <li>Monthly Progress Report</li> </ul>		Tim Halle, PE







Table 4 - Resource Allocation Matrix (3 of 3)

Task Description	Hours																				Total Estimated Hours								
	Principal	Project Manager	Senior Appraiser	Intermediate Engineer	Technical Manager	Senior Project Engineer/Programmer	MR Quality Personnel	Intermediate Designer	Landmarks/Per/Bank	Project Engineer/Programmer	Senior Appraiser	Senior Engineer / ICOP Project Mgr	Senior Specialist	Planner	Senior Technician / Sr. Traffic Eng.	Senior Appraiser / Programmer / Agent	Senior Designer / Sr. Survey Analyst	Senior Cultural Resources	Appraisal / Assessment Agent	Technician		Technical Writer / Traffic Engineer	Biologist / Contract	Cultural Resources	Chief of Contract / Self Support	Survey Survey Crew	Survey Survey Crew	Survey Survey Crew	Survey Survey Crew
Update Traffic Plans					8	24						34									37								115
Update Highway Planning Plans					8	20						18			48							16							90
Update Electrical Plans					48	200						500																	723
17.3 Update Structure Plans					32	26	54			6	63	4																182	
17.4 Update Special Provisions												4																114	
17.5 Update Cost Estimate												4	24															28	
13.0 100% Design Plans, Specifications, and Estimate																												688	
13.1 Final Roadway Plans					24	84				16	182	588			48						120							156	
13.2 Final Structure Plans					18	48					48	48			60													126	
13.3 Final Special Provisions					24	24	24				24	4			4													84	
13.4 Final Cost Estimate					4	24	24				4	24																28	
13.5 Resident Engineer's File					2	40					80																	282	
14.0 Right of Way Legal/Maps and Appraisal Reports																												224	
14.1 Right of Way Requirements Maps					24							80			48						72							156	
14.2 Right of Way Maps					16							187																141	
14.3 Legal Clearances					16							40																12	
14.4 Appraisal Maps					2							40																56	
15.0 Right of Way Acquisition																												34	
15.1 Utility Coordination					10						24																	34	
15.2 Utility Notices					16						16																	32	
15.3 Utility Relocations					22						24																	56	
15.4 Acquisition Coordination												72			256													420	
15.5 Acquisition Documentation												40																40	
15.6 Right of Way Certification												8																32	
16.0 Project Management																												88	
16.1 Project Steering		12									72	30													12			912	
16.2 Project Controls & Administration		420			224						112													60				46	
16.3 Project Scheduling		8									40																	162	
16.4 Project Meetings		64									56	64																64	
16.5 Progress Reports		12									24																	64	
<b>SUBTOTAL</b>	<b>665</b>	<b>221</b>	<b>0</b>	<b>333</b>	<b>1788</b>	<b>2288</b>	<b>120</b>	<b>464</b>	<b>364</b>	<b>2643</b>	<b>0</b>	<b>4893</b>	<b>300</b>	<b>184</b>	<b>2121</b>	<b>927</b>	<b>287</b>	<b>248</b>	<b>0</b>	<b>1088</b>	<b>918</b>	<b>228</b>	<b>88</b>	<b>513</b>	<b>329</b>	<b>164</b>	<b>321</b>	<b>22,211.01</b>	
Reproduction & Mailing																													
Aerial Photogrammetry																													
Geotechnical Field Work																													
Site Reports																													
Appraisals and Appraisal Review																													
Utility Profiles																													
<b>OTHER DIRECT COSTS:</b>																													
<b>TOTAL ESTIMATED HOURS AND BUDGET:</b>	<b>665</b>	<b>221</b>	<b>0</b>	<b>333</b>	<b>1788</b>	<b>2288</b>	<b>120</b>	<b>464</b>	<b>364</b>	<b>2643</b>	<b>0</b>	<b>4893</b>	<b>300</b>	<b>184</b>	<b>2121</b>	<b>927</b>	<b>287</b>	<b>248</b>	<b>0</b>	<b>1088</b>	<b>918</b>	<b>228</b>	<b>88</b>	<b>513</b>	<b>329</b>	<b>164</b>	<b>321</b>	<b>22,211.01</b>	

**Table 5 - SR-60/Theodore Street Interchange PA/ED & PS&E 2013 Rate Schedule**

<b>Category</b>	<b>Rate</b>
Principal	\$ 240
Project Manager	\$ 225
Senior Appraiser	\$ 225
Structural Engineer	\$ 195
Technical Manager	\$ 180
Senior Project Engineer/Planner	\$ 165
Air Quality Specialist	\$ 150
Associate Biologist	\$ 150
Landscape Architect	\$ 150
Project Engineer/Planner	\$ 150
Staff Appraiser	\$ 150
Design Engineer / ROW Project Manager	\$ 135
Noise Specialist	\$ 120
Planner	\$ 120
Design Technician / Sr. Traffic Engineer	\$ 115
Senior Acquisition/Relocation Agent	\$ 115
Senior Biologist / Sr. ROW Analyst	\$ 115
Senior Cultural Resources	\$ 110
Acquisition/Relocation Agent	\$ 105
Technician	\$ 105
Technical Editor / Traffic Engineer	\$ 100
Biologist / Outreach Coordinator	\$ 90
Cultural Resources	\$ 70
Clerical	\$ 75
2-Person Survey Crew	\$ 255
1-Person Survey Crew	\$ 155
Licensed Surveyor	\$ 165





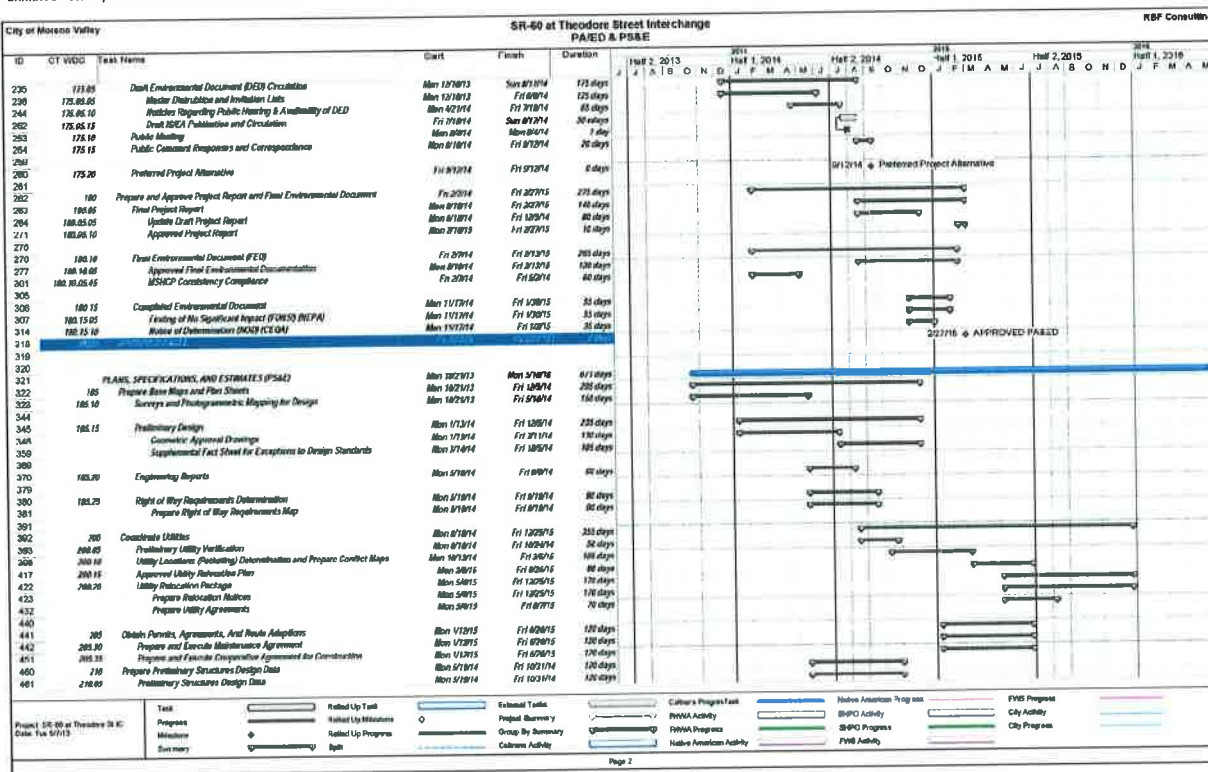
## 4. Project Schedule

4. Project Schedule





Exhibit 3 - SR-60/Theodore Street Interchange Improvement Schedule (2 of 3)







## 5. Required Statements

## Required Statements

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RBF certifies the following statements:

- A. The Request for Proposal shall be incorporated in its entirety as a part of RBF's Proposal.
- B. The Request for Proposal and RBF's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by RBF and the Mayor or City Manager of Moreno Valley.
- C. RBF's Services to be provided and fees therefore, will be in accordance with the City's Request for Proposal and therefore, a specified section under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" is not necessary.
- D. Due to no additions or exceptions requested by RBF, we have not included a single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of the City's Request for Proposal upon which RBF's Proposal is contingent and shall take precedence over the Request for Proposal for Professional Consultant Services.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of RBF's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact are provided in Section C of this proposal. If one or more of RBF's staff should become unavailable, RBF may substitute other staff of at least equal competence only after prior written approval by the City.
- F. Resource Allocation Matrix. *Provided in Section 3 - Scope of Work.*
- G. A rate schedule must be submitted with the proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedules in part of the consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City. (COST PROPOSAL DETAILS MUST BE IN A SEALED ENVELOPE).
- H. A statement of sub-consultant's qualifications (including relief personnel) applicable to this project, including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact. *Provided in Section 1 -The Right Team.* RBF acknowledges and understands that RBF will not be allowed to change any sub-consultant without written permission from the City.
- I. All charges for RBF's (construction) services is a "Not-to-Exceed Fee" which includes conservatively estimated reimbursable expenses, as submitted with and made a part of RBF's Proposal.
- J. RBF will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- K. RBF will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. An hourly rate schedule has been submitted with this Proposal *provided in the Appendix.* The rate schedule includes titles, names, roles, and hourly billing rates in rows. The hourly rate schedule is part of RBF's Proposal for use in invoicing for progress payments and for extra work incurred. All extra work will require prior approval from the City. An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of RBF's proposal submittal.
- M. RBF will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

- O. RBF shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project only. All relevant records shall be retained for at least three years.
- P. RBF shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision and State of California prevailing wage rates, respectively.
- Q. RBF shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR3) issued pursuant thereto, and any amendments thereof.
- R. RBF offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 167001 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to RBF, without further acknowledgment by the parties.
- S. This solicitation and resultant Contract is not financed in whole or part with federal funds, but the city encourages Bidders to follow Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Bidders who obtain DBE participation on this Contract will assist the City in meeting its DBE goals for the Project

DBEs and other small business are strongly encouraged to participate in the performance of this Contract. The City encourages Bidders to give DBEs and other small businesses the opportunity to participate in the performance of the Work that is the subject of this solicitation and to take all necessary and reasonable steps for this assurance. The Bidder shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race Neutral program utilizes measures that can assist a wide variety of small businesses, including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g. unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractor s to subcontract portions of work that they might otherwise perform with their own forces). Race Neutral DBE participation includes: a DBE obtaining a prime contract through customary competitive procurement procedures; a DBE being awarded a subcontract on a prime contract, whether or not the prime contract has a DBE goal; and a DBE being awarded a subcontract from a prime contractor that did not consider its DBE status in making the award.

The Consultant is encouraged to include DBE firms in the proposal. RBF has completed the forms listed in the "Attachments" at the end of the RFP. Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II are *provided in the Appendix*.

Appendix





## LIST OF SUBCONSULTANTS

Project Name: State Route 60 / Theodore Street Interchange Improvements  
 Project No: 801 0052 70 77  
 Consultant Name: RBF Consulting, a Company of Michael Baker Corporation

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Parsons Brinckerhoff	
TELEPHONE	
909-386-2814	
ADDRESS	PB will provide Traffic Analysis services.
451 E. Vanderbilt Way, Suite 200	
CITY, STATE ZIP	
San Bernardino, CA 92408	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
LSA Associates, Inc.	
TELEPHONE	
951-781-9310	
ADDRESS	LSA will provide Environmental services.
1500 Iowa Avenue, Suite 200	
CITY, STATE ZIP	
Riverside, CA 92507	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
Overland, Pacific & Cutler, Inc.	
TELEPHONE	
951-801-6825	
ADDRESS	OPC will provide Right-of-Way services.
2280 Market Street, Suite 200	
CITY, STATE ZIP	
Riverside, CA 92501	

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

NAME <b>Leighton Consulting, Inc.</b>	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE <b>951-252-8013</b>	<b>Leighton will provide geotechnical services.</b>
ADDRESS <b>41715 Enterprise Circle North, Suite 103</b>	
CITY, STATE ZIP <b>Temecula, CA 92590-5661</b>	

NAME <b>Arellano Associates</b>	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE <b>909-627-2974</b>	<b>Arellano Associates will provide Public Outreach services.</b>
ADDRESS <b>5851 Pine Ave., Ste. A</b>	
CITY, STATE ZIP <b>Chino Hills, CA 91709</b>	

NAME <b>Utility Specialists</b>	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE <b>858-581-2250</b>	<b>Utility Specialists will provide utility coordination services.</b>
ADDRESS <b>4429 Morena Boulevard</b>	
CITY, STATE ZIP <b>San Diego, CA 92117</b>	

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

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

Firm Name / Address, / City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Parsons Brinckerhoff 451 E. Vanderbilt Way, Suite 200 San Bernardino, CA 92408	P. 909-386-2814 F. 909/889-1884	<input type="checkbox"/> < \$1million	Parsons Brinckerhoff will provide Traffic Analysis services.	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input checked="" type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input checked="" type="checkbox"/> > \$15 million		128 years
LSA Associates, Inc. 1500 Iowa Avenue, Suite 200 Riverside, CA 92507	P. 951-781-9310 F. 951-781-4277	<input type="checkbox"/> < \$1million	LSA Associates, Inc. will provide Environmental services.	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input checked="" type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input checked="" type="checkbox"/> > \$15 million		37 years
Overland, Pacific & Cutler, Inc. 2280 Market Street, Suite 200 Riverside, CA 92501	P. 951-801-6825 F. 562-304-2020	<input type="checkbox"/> < \$1million	Overland, Pacific & Cutler, Inc. will provide Right-of-Way services.	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input checked="" type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input checked="" type="checkbox"/> > \$15 million		32.5 years
Leighton Consulting, Inc. 41715 Enterprise Circle North, Suite 103 Temecula, CA 92590-5661	P. 951-252-8013 F. 951-296-0534	<input type="checkbox"/> < \$1million	Leighton Consulting, Inc. will provide Geotechnical services.	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input checked="" type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input checked="" type="checkbox"/> > \$15 million		51 years

Distribute: 1) Original – Local Agency File

Attachment "L" - Part I

Firm Name / Address, / City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Arellano Associates 5851 Pine Ave., Ste. A Chino Hills, CA 91709	P. 909-627-2974 F. 909-628-5804	<input type="checkbox"/> < \$1million	Arellano Associates will provide Public Outreach services.	<input checked="" type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE # 41199
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.) 18 years
		<input type="checkbox"/> > \$15 million		
Firm Name / Address, / City, State, ZIP	Phone/ FAX	Gross Annual Receipts	Description of Portion of Work to be Performed	Certified DBE?
Utility Specialists 4429 Morena Boulevard San Diego, CA 92117	P. 858-581-2250 F. 858-483-2734	<input type="checkbox"/> < \$1million	Utility Specialists will provide Utility Coordination services.  *Utility Specialists are a State of California Department of General Services Certified Small Business (Micro) #52819	<input type="checkbox"/> YES
		<input checked="" type="checkbox"/> < \$5 million		<input checked="" type="checkbox"/> NO *
		<input type="checkbox"/> < \$10 million		If YES list DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.) 37 years
		<input type="checkbox"/> > \$15 million		

Distribute: 1) Original - Local Agency File

Attachment "L" - Part I

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

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

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

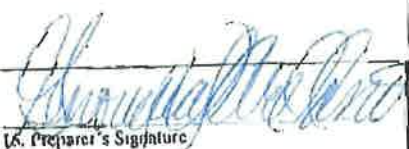
Distribute: 1) Original – Local Agency File

Attachment "L" - Part II

**EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION**

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Moreno Valley</u>			
2. Project Location: <u>State Route 60 / Theodore Street, Moreno Valley, CA</u>			
3. Project Description: <u>Interchange Improvements</u>			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: <u>Arellano Associates</u>			
6. Contract DBE Goal %: <u>Not required, but encouraged by City</u>			
7. Total Dollar Amount for all Subcontractors: \$ _____			
8. Total Number of all Subcontractors: <u>6</u>			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert Number	12. DBE Dollar Amount
Public Outreach Services	Genevova Arellano, garellano@arellanoassociates.com	41199	
Local Agency to Complete this Section			13. Total Dollars Claimed
20. Local Agency Contract Number _____			\$ _____
21. Federal-aid Project Number _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
Caltrans to Complete this Section			14. Total % Claimed
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			199.205%
28. DLAE Name (Print) _____		29. DLAE Signature _____	
		30. Date _____	
15. Preparer's Signature 			
16. Preparer's Name (Print) <u>Genevova Arellano</u>			
17. Preparer's Title <u>Principal</u>			
18. Date <u>5/9/2013</u>		19. (Area Code) Tel. No. <u>(909) 627-2974</u>	

Distribution. (1) Copy - Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
(2) Copy - Include in award package sent to Caltrans DLAE (3) Original - Local agency files

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 **\$1,750,183**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice and a hard copy invoice to the City for milestone payments along with documentation evidencing services completed to date. The milestone payment is based on actual time and materials expended in furnishing authorized professional services during the preceding period. 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 milestone payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at [miab@moval.org](mailto:miab@moval.org) or calls directed to (951) 413-3155.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the



completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

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

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

W:\CapProj\CapProj\PROJECTS\Marge\_801 0052 70 77\_Rte 60-Theodore St Interchange\CC Reports\Contract\_Project 801 0052 70 77\_SR60 Theodore.doc

**EXHIBIT "D"**

City of Moreno Valley		SR-60 at Theodore Street Interchange										PAIED & PS&E		RBF Consulting											
ID	CT WBS	Task Name	Start	Finish	Duration	Predecessors	Successors	Free Slack	Gantt Chart (Jan 2013 - May 2015)																
1	100	Project Management	Mon 7/15/13	Mon 5/9/14	757 days			470 days	[Gantt bar for Project Management]																
2		Project Approval and Environmental Document (PAI&ED) Phase	Mon 7/15/13	Fri 2/27/14	425 days			0 days	[Gantt bar for Project Approval and Environmental Document (PAI&ED) Phase]																
3	160	Perform Preliminary Engineering Studies and Draft Project Report	Mon 7/15/13	Fri 8/13/14	240 days			0 days	[Gantt bar for Perform Preliminary Engineering Studies and Draft Project Report]																
4		Engineering Studies	Mon 7/15/13	Fri 5/16/14	220 days			0 days	[Gantt bar for Engineering Studies]																
5	160.10	Update Project Description/Purpose and Need	Mon 7/15/13	Fri 8/20/13	50 days			60 days	[Gantt bar for Update Project Description/Purpose and Need]																
6	160.10.05	Logical Terminology/Independent Utility Memorandum	Mon 7/15/13	Fri 2/27/14	200 days			30 days	[Gantt bar for Logical Terminology/Independent Utility Memorandum]																
11	160.10.06	Traffic Study	Mon 7/15/13	Fri 11/29/13	100 days			0 days	[Gantt bar for Traffic Study]																
27	160.10.15	Update Geometric Plans for Project Alternatives	Mon 10/27/13	Fri 11/1/13	20 days	21,22	179,39,200,325,326,324	0 days	[Gantt bar for Update Geometric Plans for Project Alternatives]																
28	160.10.25	Prepare Plans for Project Alternatives	Mon 11/4/13	Fri 11/15/13	10 days	27	223,114,115,40,240,241	0 days	[Gantt bar for Prepare Plans for Project Alternatives]																
29	160.10.40	Storm Water Data Report (SMOR)	Mon 11/4/13	Fri 2/28/14	85 days			90 days	[Gantt bar for Storm Water Data Report (SMOR)]																
37	160.10.40	Right of Way Data Sheets	Mon 11/4/13	Fri 5/16/14	90 days			35 days	[Gantt bar for Right of Way Data Sheets]																
48	160.10.45	Utility Locations Determined for Preliminary Engineering	Mon 11/18/13	Fri 1/10/14	40 days			35 days	[Gantt bar for Utility Locations Determined for Preliminary Engineering]																
53	160.10.75	Preliminary Materials Report	Mon 11/4/13	Fri 3/27/14	80 days			75 days	[Gantt bar for Preliminary Materials Report]																
61	160.10.80	Updated Geotechnical Information	Mon 11/4/13	Fri 2/27/14	80 days			65 days	[Gantt bar for Updated Geotechnical Information]																
62		Preliminary Geotechnical Design Report	Mon 11/4/13	Fri 1/24/14	60 days			65 days	[Gantt bar for Preliminary Geotechnical Design Report]																
70		Structures Preliminary Geotechnical Design Report	Mon 11/4/13	Fri 3/27/14	80 days			65 days	[Gantt bar for Structures Preliminary Geotechnical Design Report]																
75	160.10.85	Structures Advanced Planning Study	Mon 11/18/13	Fri 3/27/14	80 days			65 days	[Gantt bar for Structures Advanced Planning Study]																
83	160.10.95	Update Preliminary TMP	Mon 11/4/13	Fri 12/13/13	30 days	27,23	94	80 days	[Gantt bar for Update Preliminary TMP]																
84	160.10.100	Life Cycle Cost Analysis for Pavement	Mon 12/23/13	Fri 3/27/14	80 days			75 days	[Gantt bar for Life Cycle Cost Analysis for Pavement]																
92		Draft Project Report	Mon 11/4/13	Fri 6/13/14	160 days			35 days	[Gantt bar for Draft Project Report]																
93	160.15	Update Cost Estimates for Alternatives	Mon 4/27/14	Fri 5/2/14	20 days	27,23,88,79,83,41	123	10 days	[Gantt bar for Update Cost Estimates for Alternatives]																
94	160.15.05	Fact Sheet for Exceptions to Design Standards (Approved)	Mon 11/4/13	Fri 2/27/14	80 days			95 days	[Gantt bar for Fact Sheet for Exceptions to Design Standards (Approved)]																
95	160.15.10	Advisory Design Exceptions	Mon 11/4/13	Fri 2/27/14	80 days			95 days	[Gantt bar for Advisory Design Exceptions]																
104		Mandatory Design Exceptions	Mon 11/4/13	Fri 2/27/14	80 days			95 days	[Gantt bar for Mandatory Design Exceptions]																
112	160.15.20	Draft Project Report	Mon 11/4/13	Fri 4/17/14	115 days			60 days	[Gantt bar for Draft Project Report]																
122	160.15.25	Draft Project Report Circulation Review & Approval	Mon 5/19/14	Fri 6/13/14	20 days			35 days	[Gantt bar for Draft Project Report Circulation Review & Approval]																
126		Perform Environmental Studies and Prepare Draft Environmental Document	Mon 11/4/13	Fri 8/7/14	195 days			0 days	[Gantt bar for Perform Environmental Studies and Prepare Draft Environmental Document]																
128	165.10	General Environmental Studies	Mon 11/4/13	Fri 5/16/14	140 days			0 days	[Gantt bar for General Environmental Studies]																
129	165.10.20	Visual Impact Assessment (VIA)	Mon 12/30/13	Fri 4/18/14	80 days			65 days	[Gantt bar for Visual Impact Assessment (VIA)]																
137	165.10.25	Noise Study	Mon 11/4/13	Fri 3/27/14	100 days			0 days	[Gantt bar for Noise Study]																
152	165.10.26	Noise Abatement Decision Report	Mon 12/30/13	Fri 5/16/14	100 days			45 days	[Gantt bar for Noise Abatement Decision Report]																
160	165.10.30	Air Quality Study	Mon 11/4/13	Fri 3/27/14	80 days			10 days	[Gantt bar for Air Quality Study]																
170	165.10.60	Location Hydraulic & Floodplain Study Reports	Mon 11/4/13	Fri 2/27/14	80 days			20 days	[Gantt bar for Location Hydraulic & Floodplain Study Reports]																
178	165.10.80	Hazardous Waste (SH)	Mon 11/4/13	Wed 2/19/14	78 days			22 days	[Gantt bar for Hazardous Waste (SH)]																
186	165.15	Biological Studies	Mon 11/4/13	Fri 2/27/14	80 days			20 days	[Gantt bar for Biological Studies]																
187	165.15.20	Natural Environment Study (NES) Report	Mon 11/4/13	Fri 2/27/14	80 days			20 days	[Gantt bar for Natural Environment Study (NES) Report]																
195		Cultural Resource Studies	Mon 11/4/13	Fri 5/16/14	140 days			25 days	[Gantt bar for Cultural Resource Studies]																
197	165.20.15	Phase 2 Archaeological Studies	Mon 11/4/13	Fri 5/16/14	140 days			25 days	[Gantt bar for Phase 2 Archaeological Studies]																
198	165.20.23	Cultural Resource Compliance Consultation Documents	Mon 11/4/13	Fri 5/16/14	140 days			25 days	[Gantt bar for Cultural Resource Compliance Consultation Documents]																
199	165.20.25.05	Area of Potential Effects/Study Area Maps	Mon 11/4/13	Fri 2/27/14	80 days			25 days	[Gantt bar for Area of Potential Effects/Study Area Maps]																
207	165.20.25.15	Historical Property Surveys Report	Mon 11/18/13	Fri 5/16/14	130 days			25 days	[Gantt bar for Historical Property Surveys Report]																
217		Draft Environmental Document	Mon 12/30/13	Fri 8/7/14	155 days			0 days	[Gantt bar for Draft Environmental Document]																
218	165.25.05	Draft Environmental Document Analysis	Mon 12/30/13	Fri 6/20/14	125 days			0 days	[Gantt bar for Draft Environmental Document Analysis]																

Task Legend:

- Task: [Icon]
- Progress: [Icon]
- Milestone: [Icon]
- Summary: [Icon]
- Roll Up Task: [Icon]
- Roll Up Milestone: [Icon]
- Roll Up Progress: [Icon]
- Split: [Icon]
- External Tasks: [Icon]
- Project Summary: [Icon]
- Group By Summary: [Icon]
- Caltrans Activity: [Icon]
- Caltrans Progress Task: [Icon]
- FRWA Activity: [Icon]
- FRWA Programs: [Icon]
- Native American Activity: [Icon]
- Native American Progress: [Icon]
- SHPO Activity: [Icon]
- SHPO Progress: [Icon]
- FMS Activity: [Icon]
- FMS Progress: [Icon]
- City Activity: [Icon]
- City Progress: [Icon]

Project: SR-60 at Theodore S1C  
Date: Thu 6/13/13

Page 1



ID	CTWBS	Task Name	Start	Finish	Duration	Predecessors	Successors	Free Slack
471	220.15	Appraisal/ Right of Way Maps	Mon 7/28/14	Fri 12/8/14	85 days			856 days
481	220.20	Acquisition Document	Mon 7/28/14	Fri 12/5/14	95 days			856 days
491	225	Obtain Right of Way Interests For Project Right of Way Certification	Mon 8/22/14	Fri 11/6/15	295 days			0 days
495								
496	230	Prepare Draft 60% PS&E	Mon 8/18/14	Fri 11/28/14	120 days			20 days
497	230.05	Draft Roadway Plans	Mon 8/18/14	Fri 10/3/14	80 days			20 days
515	230.10	Draft Highway Planning Plans	Mon 8/18/14	Fri 10/10/14	25 days			40 days
520	230.15	Draft Traffic Plans	Mon 7/14/14	Fri 10/24/14	60 days			45 days
524	230.20	Prepare Traffic Management Plan	Mon 8/18/14	Fri 11/7/14	45 days	510	551,527,528	0 days
525	230.25	Draft Utility Plans	Mon 7/14/14	Fri 10/24/14	10 days	501	551,527,528	75 days
526	230.30	Prepare Drainage Plans	Mon 8/18/14	Fri 10/3/14	20 days	505	551,527,528	35 days
527	230.35	Draft Specifications	Mon 11/10/14	Fri 11/28/14	15 days	18,519,521,522,523,524,525	551	0 days
528	230.40	Draft PS&E Quantities and Estimate	Mon 11/10/14	Fri 11/28/14	15 days	18,519,521,522,523,524,525	551	0 days
529								
530	240	Prepare Draft Structures PS&E	Mon 10/27/14	Fri 2/20/15	100 days			50 days
539	250	Prepare Final Structures PS&E	Mon 2/23/15	Fri 7/31/15	115 days			50 days
548								
549	255	Circulate, Review, And Prepare Final District PS&E Package	Mon 12/1/14	Fri 12/25/15	280 days			0 days
550	255.05	Circulate & Review Draft District PS&E Package	Mon 12/1/14	Fri 3/13/15	75 days			20 days
560	255.10	Update PS&E Package	Mon 2/23/15	Fri 8/14/15	125 days			20 days
515	255.20	Prepare Final District PS&E Package	Mon 8/17/15	Fri 11/27/15	75 days			20 days
567	APPROVED PS&E	APPROVED PS&E	Fri 11/27/15	Fri 11/27/15	0 days	427,586	627	30 days
568								
569	255.35	Construction Staking Package and Control	Mon 8/17/15	Fri 11/27/15	75 days			20 days
595	255.40	Resident Engineer's Pending File	Mon 8/17/15	Fri 11/27/15	75 days			20 days
601	255.65	Right of Way Certification Documentation	Mon 11/9/15	Fri 12/25/15	35 days			0 days
607	260.70	Environmental Certification at RTL	Mon 7/16/15	Fri 9/11/15	50 days			75 days
614								
615	260	Contract Bid Documents "Ready to List"	Fri 9/25/15	Fri 11/27/15	45 days			20 days
621	READY TO LIST	READY TO LIST	Fri 12/25/15	Fri 12/25/15	0 days	7,686,597,603,644,601,437	607,625	0 days
622								
623	265	Awarded and Approved Construction Contract	Mon 12/28/15	Mon 5/16/16	101 days			0 days
630								
631	270	Construction	Tue 5/17/16	Mon 3/19/18	24 mons	629		0 mons

City of Moreno Valley SR-60 at Theodore Street Interchange PA/ED & PS&E Exhibit "E" RBF Consulting

Task Progress Milestone Summary

Project: SR-60 at Theodore Street Interchange  
Date: Thu 6/13/13

Legend:

- Task Progress
- City Activity
- Native American Progress
- SHPO Progress
- FMS Progress
- External Tasks
- Project Summary
- Group By Summary
- Culture Activity
- Native American Activity
- Native American Progress
- SHPO Progress
- FMS Progress
- Native American Progress
- SHPO Progress
- FMS Progress

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 9, 2013

**TITLE:** AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

---

### **RECOMMENDED ACTION**

Recommendation:

1. Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

### **BACKGROUND**

On April 29, 2013, Caltrans published the Call for Projects for the sixth cycle of the HSIP. Approximately \$150 million will be allocated under this program. The grant applications are due Friday, July 26, 2013.

### **DISCUSSION**

HSIP eligible projects must enhance roadway safety and be consistent with California's Strategic Highway Safety Plan (SHSP). Projects will be prioritized in descending order, statewide, using a benefit/cost (B/C) ratio comparison.

Staff recommends submittal of the following project applications in response to the call for projects:

1. *Improvements at Alessandro Boulevard/Chagall Court and Alessandro Boulevard/Graham Street.* This project would provide safety improvements at two intersections located within a quarter-mile of each other. At Alessandro Boulevard and Chagall Court, the raised median would be modified to preclude left turns. At Alessandro Boulevard and Graham Street, the traffic signal would be modified to eliminate median-mounted traffic signal indications, eliminate the eastbound free right-turn lane, and provide dilemma zone detection to reduce rear-end collisions.
2. *Cross gutter removal and traffic signal improvements at Perris Boulevard and Cactus Avenue.* This project would remove the cross gutters at Perris Boulevard and Cactus Avenue, and provide advanced dilemma-zone protection for the intersection to reduce rear-end collisions.
3. *Citywide pedestrian countdown indications, pushbuttons, and Safe Routes to School program.* This project would fund the procurement and installation of pedestrian countdown indications for all signalized intersections not already so equipped, would furnish ADA-compatible pushbuttons with the proper placards to match the countdown indications, and would fund a program to encourage walking to school for a two-year period.

City staff requests authorization of the proposed applications pursuant to the City's grant policy.

### **ALTERNATIVES**

1. Authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP) as shown. *This alternative will provide for potential federal funding of the proposed improvements.*
2. Do not authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP). *This alternative will not provide for the funding opportunity for the proposed improvements.*

### **FISCAL IMPACT**

Caltrans is soliciting applications for the sixth cycle of HSIP. The maximum federal reimbursement ratio for any HSIP project is 90% with a maximum reimbursement of \$1.5 million per project.

The total estimated cost for the proposed HSIP projects is \$2,130,000. The applications, if successful, would require match funding in the amount of \$213,000. The City could receive a maximum of \$1,917,000 in reimbursement for approved projects under the

HSIP. Dedicated funding sources, including Measure A, DIF Arterials, or Gas Tax, would be used for the local match. There would be no impact to the General Fund.

**Improvements at Alessandro Boulevard/Chagall Street and Alessandro Boulevard/Graham Street:**

**ESTIMATED PROJECT REVENUE**

HSIP Cycle 6 Application .....	\$618,300
City Participation* .....	\$68,700
<b>Total Project Budget .....</b>	<b>\$687,000</b>

\*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

**ESTIMATED PROJECT COSTS**

Design .....	\$104,000
Construction & Construction Administration .....	\$583,000
<b>Estimated Total Project Cost .....</b>	<b>\$687,000</b>

**Cross Gutter Removals and Traffic Signal Improvements at Perris Boulevard and Cactus Avenue:**

**ESTIMATED PROJECT REVENUE**

HSIP Cycle 6 Application .....	\$740,700
City Participation* .....	\$82,300
<b>Total Project Budget .....</b>	<b>\$823,000</b>

\*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

**ESTIMATED PROJECT COSTS**

Design .....	\$86,000
Construction & Construction Administration .....	\$737,000
<b>Estimated Total Project Cost .....</b>	<b>\$823,000</b>

**Citywide Pedestrian Countdown Indications, Pushbuttons, and Safe Routes to School Program**

**ESTIMATED PROJECT REVENUE**

HSIP Cycle 6 Application .....	\$558,000
City Participation* .....	\$62,000
<b>Total Project Budget .....</b>	<b>\$620,000</b>

\*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

**ESTIMATED PROJECT COSTS**

Preparation of Bid Documents for Countdown Indications .....	\$30,000
Construction & Construction Administration .....	\$215,000
Safe Routes to School Program .....	\$375,000
<b>Estimated Total Project Cost .....</b>	<b>\$620,000</b>

## **CITY COUNCIL GOALS**

### **REVENUE DIVERSIFICATION AND PRESERVATION**

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

### **PUBLIC SAFETY**

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

### **PUBLIC FACILITIES AND CAPITAL PROJECTS**

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

## **SUMMARY**

Caltrans has announced a call for the Highway Safety Improvement Program. Staff is requesting authorization to submit the recommended projects as part of Public Works' aggressive pursuit of outside funding to improve the safety and efficiency of Moreno Valley's transportation system.

## **ATTACHMENTS/EXHIBITS**

Attachment 1 - Grant Cost/Benefit Worksheet



Prepared By:  
John Kerenyi, P.E.  
Senior Engineer

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

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

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

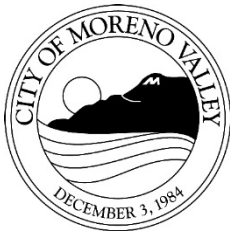
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GRANT COST/BENEFIT WORKSHEET

Attachment 1

Expenditure Category	Grant Budget	Grant Budget by Fiscal Year	Percent of Grant	Local Match Budget	Local Match by Fiscal Year	Percent of Local Match	Revenue Source Local Match (Description & Account Code)	Total Cost (Grant plus Local Match)	Total Cost by Fiscal Year
<b>Personnel/Title</b>									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
<b>Subtotal</b>									
<b>Equipment/Technology</b>									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
<b>Subtotal</b>									
<b>Design/Engineering</b>									
Alessandro/Chagall and Alessandro/Graham	93,600	FY2014/2015	90.00%	10,400	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	104,000	FY2014/2015
Perris/Cactus	77,400	FY2014/2015	90.00%	8,600	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	86,000	FY2014/2015
Citywide Countdown/ped pushbuttons/Safe Routes	27,000	FY2014/2015	90.00%	3,000	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	30,000	FY2014/2015
		FY			FY				FY
		FY			FY				FY
<b>Subtotal</b>									
<b>Construction</b>									
Alessandro/Chagall and Alessandro/Graham	524,700	FY2015/2016	90.00%	58,300	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	583,000	FY2015/2016
Perris/Cactus	663,300	FY2015/2016	90.00%	73,700	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	737,000	FY2015/2016
Citywide Countdown/ped pushbuttons/Safe Routes	193,500	FY2015/2016	90.00%	21,500	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	215,000	FY2015/2016
		FY			FY				FY
		FY			FY				FY
<b>Subtotal</b>									
<b>Other</b>									
Safe Routes To School Program for Application 3 (yr 1)	168,750	FY2014/2015	90.00%	18,750	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	187,500	FY2014/2015
Safe Routes To School Program for Application 3 (yr 2)	168,750	FY2015/2016	90.00%	18,750	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	187,500	FY2015/2016
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
<b>Subtotal</b>									
<b>Grand Total</b>									
Alessandro/Chagall and Alessandro/Graham	93,600	FY2014/2015	90.00%	10,400	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	104,000	FY2014/2015
Alessandro/Chagall and Alessandro/Graham	524,700	FY2015/2016	90.00%	58,300	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	583,000	FY2015/2016
Perris/Cactus	77,400	FY2014/2015	90.00%	8,600	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	86,000	FY2014/2015
Perris/Cactus	663,300	FY2015/2016	90.00%	73,700	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	737,000	FY2015/2016
Citywide Countdown/ped pushbuttons/Safe Routes	195,750	FY2014/2015	90.00%	21,750	FY2014/2015	10.00%	Measure A/DIF Arterials/Gas Tax	217,500	FY2014/2015
Citywide Countdown/ped pushbuttons/Safe Routes	362,250	FY2015/2016	90.00%	40,250	FY2015/2016	10.00%	Measure A/DIF Arterials/Gas Tax	402,500	FY2015/2016
<b>Total</b>	1,917,000			213,000				2,130,000	

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** July 9, 2013

**TITLE:** AUTHORIZATION OF ANNUAL TECHNOLOGY SOFTWARE AND HARDWARE MAINTENANCE PAYMENTS AND WAIVING FORMAL BIDDING AND INSURANCE REQUIREMENTS FOR THESE PAYMENTS

---

### **RECOMMENDED ACTION**

Recommendations:

1. Waive the formal bidding requirements for technology annual maintenance payments.
2. Waive the insurance requirements for technology annual maintenance payments.
3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed \$850,069 during Fiscal Year 2013-14 according to the schedule (Attachment 1).

### **BACKGROUND**

Consistent with the City's ongoing efforts towards fiscal transparency and accountability, a schedule of technology related annual maintenance payments is presented for the City Council's approval. The City's Purchasing Policy (3.18, Section II) specifies the dollar limit over which purchases must be approved by the City Council. The initial technology purchases which require annual maintenance payments each received City Council approval if the purchase amount exceeded the amount specified in the purchasing policy. The annual maintenance payments, which are approved with the initial purchase, may continue beyond the original contract term if the technology continues to be used in the City. This authorization makes all such payments explicit

and transparent. The “right to use” most technology is contractually tied to the annual maintenance payments.

## **DISCUSSION**

The City’s Purchasing Ordinance allows for exceptions to the normal bidding process for materials, supplies, equipment, and services. Sections 3.12.080 and 3.12.250-270 recognize that the City’s best interests are served by waiving formal bidding requirements under certain circumstances. The annual maintenance for Technology Services (TS) software, hardware, and off-site maintenance services fall into this category.

There are two reasons why TS annual maintenance payments are incongruent to bidding. Annual maintenance payments are negotiated or purchased as part of the initial equipment or service purchase, per the City’s Purchasing Ordinance, but they are budgeted and paid each year. The City does not fund multi-year maintenance payments in advance when the equipment or service does not have a foreseeable termination date. It is not in the City’s best interests to attempt to bid such payments annually.

Additionally, many vendors are the sole providers of the support for their products (e.g. software, hardware, and professional services). Many of these sole source providers do not sell directly to customers; they have outsourced all sales functions to Distributors. Thus, technology software, equipment, and maintenance services may appear to have multiple sources but that is an artifact of the manufacturer having outsourced its sales functions. Therefore, the vendors listed in the attached schedule (Attachment 1) should be declared sole source providers per Section 3.12.080 of the City’s Purchasing Ordinance.

Waiving the normal insurance requirements for these payments is also requested for two reasons. The first reason is that applicable insurance requirements have already been met for the initial purchase of the software, equipment, and maintenance. Re-occurring payments should not trigger additional insurance requirements; although any insurance requirements necessary for the initial purchase will be kept current. In addition, annual maintenance payments are a continuation of existing software or equipment use, or maintenance services that do not involve vendors coming on-site. Furthermore, none of the vendors listed below stores assets or information for the City so there is no risk of them losing or damaging City assets. Thus the City’s usual insurance requirements are not applicable to these payments.

## **ALTERNATIVES**

1. Waive the formal bidding requirements for technology annual maintenance payments.
2. Waive the insurance requirements for technology annual maintenance payments.

3. Authorize the City Manager to make technology annual maintenance payments to various vendors for an aggregate amount not-to-exceed \$850,069 during Fiscal Year 2013-14 according to the attached schedule (Attachment 1).
4. Do not waive the formal bidding and insurance requirements nor authorize the technology annual maintenance payments. ***This action would cause the City to cease using its communications, radio, and computer technology.***
5. Provide staff with further direction.

**Staff recommends Alternative Nos. 1, 2 and 3.**

**FISCAL IMPACT**

Funding for all technology annual maintenance payments is available in the Technology Services operating budget accounts (7210-30-39-25410-625010, 7210-30-39-25411-625010, 7210-30-39-25412-625010, 7210-30-39-25412-625099, 7210-30-39-25413-625010, 1010-60-65-40010-620930, and 1010-60-65-40010-625010) due to the City Council's approval of the FY 2013-14 budget.

**SUMMARY**

The right to continue to use technology is typically tied to the continuation of annual maintenance payments for that technology. While all technology purchases requiring City Council approval include annual maintenance costs, these costs may continue beyond the initial purchase contract term if the City continues to use the software. Therefore, the requested authorizations make such payments transparent to the City Council. Due to the unique requirements of technology annual maintenance payments, the requested authorizations also seek the City Council to waive the formal bidding and insurance requirements associated with these technology payments.

**ATTACHMENTS**

Attachment 1: Schedule of Technology Annual Maintenance Payments

Prepared By:  
Steve Hargis  
Technology Services Division Manager

Department Head Approval by:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Suzanne Bryant  
City Attorney

Concurred By:  
Rix Skonberg  
Purchasing Division Manager

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





### Schedule of Technology Annual Maintenance Payments

<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>APPROX. COST THIS FISCAL YEAR</b>
A. M. Best Company, Inc.	Insurance Rating software for Risk Management	\$533
Accela	Permitting software	\$95,595
Active Network	Parks software & Cashiering software	\$17,382
Advantage Business Equip.	Check Signer for Finance	\$723
Airtight Networks	Wireless Security monitoring	\$2,005
Alpha Corp. SIRE	Imaging software	\$25,493
American Towers	Box Springs Communications Site (10/1/12 - 9/30/13)	\$35,000
APWA Paver	PW Street Paving software	\$605
AutoTurn MAP	Transoft Solutions	\$800
Avrio RMS	Maintenance and support services.	\$98,000
Barracuda	Senior Center Web filter	\$1,100
Centurion	PC lockdown software for Library	\$300
Cisco	24x7 Maintenance all Cisco Equip	\$14,900
Commvault City Hall	Backup software for the City, Library, and PD	\$10,990
CompuCom - Adobe Acrobat	Presentation & reporting software, Acrobat, Photoshop, Contribute, Premier Pro	\$2,750
CompuCom - MS	MS Enterprise Agreement	\$118,000
ComSearch	Microwave Frequency Protection	\$792
Data Ticket	Parking Ticket software/service	\$1,200
Digital Telecom Corp	AVST Voicemail system	\$12,000
DLT Solutions	AutoCAD	\$15,128
DNSStuff	DNS tools website	\$200
Eagle Aerial Map Co.	GIS imagery and data files	\$6,000
ESET	Workstation antivirus	\$5,395
ESI Acquisition, Inc.	WebEOC - EOC Situation software & mapping	\$9,400
ESRI	GIS software	\$44,373
Global Software	Spreadsheet Server/Executive Dash	\$6,756

Gruber	Six (18, 12.5, 10KVA) UPS systems	\$5,474
HDL Coren & Cone	Property Tax software	\$19,305
HDL Software, LLC	Business Licensing and False Fire Alarm software	\$13,492
HLP, Inc. (Chameleon)	Animal Control software	\$18,464
Hostway	External website hosting	\$572
HP SAN Support	Citywide file storage	\$18,000
iBoss Web filter	Wireless web filter	\$4,000
Idera	SQL Admin Toolset	\$60
Iron Mountain	Offsite tape storage	\$14,400
Jam Fire Protection	EOC Equipment Room	\$1,750
Kiwi Syslog Daemon	Syslog Software for Cisco equipment	\$100
Latitude Geographic	GIS hosting + GeoCortex	\$1,350
LexisNexis	Time Matters software for City Attorney	\$1,790
Mitchell1	City Yard Fleet Maintenance	\$1,400
MPulse	Facilities Online Request System	\$4,500
Nessus Professional Feed	Nessus security scanning software subscription	\$1,200
New World Systems	Logos Support	\$127,160
Nexus IS	PBX (Telephone System) and Power Supply Maintenance	\$15,000
ONSSI	Video Surveillance at EOC	\$4,500
Qualys	External security audit provider	\$2,140
Quantum	Tape Library City Hall and PD	\$3,210
Retina	Vulnerability assessment	\$3,600
Riverside County GIS Data Agreement	Subscription to City Centerline and Parcel Digital Landbase	\$3,000
Riverside County RCIT	800-MHz Radio lease	\$3,000
Riverside County VPN	VPN access for Code Enforcement	\$540
San Bernardino & RS County Fire Equipment	Bi-annual FM-200 Testing in City Hall and MVTV-3 control rooms	\$1,400
Shavlik	PC patch updates	\$3,760
SolarWinds	Orion & Engineer Edition network monitoring and tools	\$1,490
Sonicwall Aventail	VPN for remote access	\$1,200
St Bernard	iPrism Web filter at Library	\$3,229

TeleMate.Net	Call Accounting Software support	\$1,500
Thawte	Server Cert for OWA	\$349
TracSystems	Library public print/Internet access	\$3,920
TW Telecomm	ISP	\$18,600
VMware/Nth	VMware Support	\$5,804
Web Helpdesk	HelpDesk	\$1,791
Websense	Websense email filtering	\$8,851
WildPackets (OmniPeek)	Network Analysis	\$3,398
WinZip	File compression & encryption	\$1,350

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Paula Smus, Library Services Division Manager

**AGENDA DATE:** July 9, 2013

**TITLE:** ACCEPTANCE OF DONATION IN THE AMOUNT OF \$12,214 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY

---

### **RECOMMENDED ACTION**

Recommendations:

1. Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of \$12,214.
2. Authorize the increase of \$12,214 to the Moreno Valley Library FY 2012-13 operating budget.
3. Renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

### **BACKGROUND**

The City's administrative policy on Donations (Fiscal Policy #3.5) requires that the City Council formally accept all donations whose estimated value exceeds \$3,000.

### **DISCUSSION**

On February 6, 2013, the executive board of the Moreno Valley Friends of the Library approved a donation in the amount of \$12,214, to be used for the purchase of Moreno Valley Public Library's 2013 Summer Reading Program materials and incentives and

the annual subscription to BookLetters, which supports the Library's page on the City web site.

The Friends of the Library (FOL) adopted its bylaws on Jan 19, 1994. Its mission is to focus public attention on library services, facilities, and needs while working to encourage gifts of books, magazines, desirable collections, endowments and bequests to the organization. The FOL maintains an ongoing used book sale in the Moreno Valley Public Library and regularly donates proceeds to the library, for use in providing programming, supplies and equipment which the library budget might not be able to accommodate.

### **ALTERNATIVES**

The following alternatives are available to the City Council:

1. Accept the monetary donation of \$12,214 for the purchase of 2013 Summer Reading Program materials and incentives; authorize the increase of \$12,214 to the Moreno Valley Library FY 2012-13 operating budget; and renew the annual subscription to BookLetters, which supports the Library's page on the City web site.
2. Reject the monetary donation of \$12,214; do not authorize the increase of \$12,214 to the Moreno Valley Library FY 2012-13 operating budget; do not renew the annual subscription to BookLetters, which supports the Library's page on the City website; and provide further direction to staff.

### **FISCAL IMPACT**

Accepting the \$12,214 monetary donation will allow the Library to purchase materials and incentives for the popular annual Summer Reading Program and to renew the annual subscription to BookLetters, which supports the Library's page on the City web site. The selected materials and services would be received in Fiscal Year 2012/2013. Accepting the \$12,214 donation would enable the Moreno Valley Public Library to fulfill the purpose of the donation as expressed by the donor.

Description	GL Account	Type (Rev/Exp)	FY 12/13 Amended Budget	Proposed Adjustment	FY 12/13 Revised Budget
Marketing Svcs-PR/Promo	5010.18.56.18510.620620	Exp	\$0	\$8,650	\$8,650
Dues and Subscriptions	5010.18.56.18510.625030	Exp	\$12,650	\$3,564	\$16,214
Donations	5010.18.56.18510.580200	Rev	\$2,000	\$12,214	\$14,214

The expenses for these materials and services will be offset by the additional revenue, so there would be no net budgetary impact.

**SUMMARY**

The Moreno Valley Friends of the Library have approved a donation to the Moreno Valley Public Library in the amount of \$12,214. The express purpose of this donation is to purchase materials and incentives for the popular Summer Reading Program and to renew the annual subscription to BookLetters, which supports the Library’s page on the City web site.

The City’s administrative policy on Donations (Fiscal Policy #3.5) requires that the City Council formally accept all donations whose estimated value exceeds \$3,000. Staff recommends that the City Council accept the \$12,214 donation to the Moreno Valley Public Library so that staff may fulfill the purpose of the donation as expressed by the donor.

Prepared By:  
Paula Smus  
Library Services Division Manager

Department Head Approval:  
Tom DeSantis  
Assistant City Manager

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

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 9, 2013

**TITLE:** AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH ALL-AMERICAN ASPHALT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS – PROJECT NO. 801 0012 70 77

---

### **RECOMMENDED ACTION**

Recommendations:

1. Authorize a Change Order to increase the existing Purchase Order with All-American Asphalt, in the amount of \$39,091 for the SR-60/Nason Street Interchange Improvements.
2. Authorize the City Manager to execute the Change Order to the Purchase Order for All-American Asphalt, in the form attached hereto.
3. Authorize the Public Works Director/City Engineer to execute any subsequent Contract Change Orders to the construction contract with All-American Asphalt up to, but not exceeding, the new increased Purchase Order amount, subject to approval of the City Attorney.
4. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance is completed by the Contractor.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion and accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

## **BACKGROUND**

On January 11, 2011, the City Council awarded the SR-60/Nason Interchange Improvements Project construction contract to All-American Asphalt, and authorized the issuance of Purchase Orders totaling \$9,261,009 (the bid amount plus 20% contingency). The All-American contract included construction of interchange ramps, addition of auxiliary lanes on SR-60 at the eastbound on-ramp and the westbound off-ramp, installation of traffic signals at the intersections of Nason Street/westbound ramps/Elder Avenue and Nason Street/eastbound ramps, installation of ramp meter signals on the on-ramps, widening of Nason Street between the eastbound ramps and Fir Avenue, a new sidewalk on the west side of Nason Street, and utility adjustments.

This project lies within the State of California's (Caltrans) jurisdiction and, therefore, was subject to Caltrans procedures and approvals.

## **DISCUSSION**

All-American Asphalt started the work in February 2011. The work was substantially completed in June 2012, with minor long-lead Caltrans electrical materials installed by December 2012. The work was completed within the approved Purchase Order amount. During the course of the work, All-American submitted a Notice of Potential Claim for a differing site condition resulting in out-of-sequence work to import material in the southwest quadrant of the interchange. Upon completion of the work and during project close-out phase, all parties met and ultimately resolved the potential claim, agreeing upon a cost settlement of \$40,000 for the differing site condition. All-American has agreed to accept the amount as full compensation and settlement. Because the remaining Purchase Order amount is not sufficient to cover the full amount of the settlement, staff is requesting a \$39,091 increase to the Purchase Order. Under federal funding guidelines, the project is eligible to seek additional reimbursement of contingency amounts spent; therefore staff will pursue additional federal funding to obtain reimbursement.

The Public Works Director/City Engineer is requested to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by the Contractor. The City will accept maintenance of the City portions of the project in accordance with the existing City/Caltrans Freeway Maintenance Agreement.

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate completion of the project in a timely manner.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the project closeout and incur more costs to the City.*

**FISCAL IMPACT**

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. Because no City match is required, 100% of the project cost is reimbursable from federal funds. There is no impact to the General Fund. The increase to the Purchase Order from \$9,261,009 to \$9,300,100 will cover the settlement amount.

**AVAILABLE FUNDS - FY 2012/2013**

Measure A Funds – SR-60/Nason Interchange Improvements (Account 2001-70-77-80001) (Project No. 801 0012 70 77-2001) .....	\$ 286,000
Total .....	\$ 286,000

**CONSTRUCTION COSTS – FY 2012/2013**

Requested increase in P.O. for All-American Asphalt .....	\$ 39,000
Agency and Material Expenses .....	\$ 247,000
Total Estimated Cost .....	\$ 286,000

**PROJECT SCHEDULE**

Completed Construction	December 2012
------------------------	---------------

**CITY COUNCIL GOALS****REVENUE DIVERSIFICATION AND PRESERVATION:**

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

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

POSITIVE ENVIRONMENT:

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

**SUMMARY**

All-American Asphalt completed work. During the course of the work, All-American submitted a Notice of Potential Claim. During project close-out, All-American has agreed to a settlement amount. Because the remaining Purchase Order amount is not sufficient to cover the settlement, staff is requesting an increase to the Purchase Order.

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

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

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

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



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

## **Report to City Council**

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**TO:** Mayor and City Council

**FROM:** Thomas M. DeSantis, Assistant City Manager

**AGENDA DATE:** July 9, 2013

**TITLE:** AGREEMENT FOR AUTOMATED LIBRARY SERVICES DURING FISCAL YEARS 2013/2014 THROUGH 2015/2016

---

### **RECOMMENDED ACTION**

Recommendation:

1. Approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley, for the period July 1, 2013, through June 30, 2016.

### **BACKGROUND**

City policy requires that the City Council approve all expenditures exceeding \$100,000.

### **DISCUSSION**

At the time the City assumed control of the Library on July 1, 1998, a contract for the provision of automated library services was entered into with the Riverside County Library System for the period of July 1, 1998 through June 30, 1999. At that time, it was more feasible to contract for this service than to purchase the central site hardware and software, workstations and printers, and accomplish the necessary data conversions. All automation services were provided from a central site in Riverside, just as they continue to be today. Ownership of all computer equipment housed at the Alessandro Boulevard location was transferred to the City of Moreno Valley.

During the past 15 years, library automation service provided by the County of Riverside has been satisfactory, and the contract has been consistently renewed. At this time, staff believes that it is still in the City's best interest to contract with Riverside County for library automation services, rather than providing our own automation.

**ALTERNATIVES**

The following alternatives are available to the City Council:

1. Approve the agreement for automated library services. **Recommended**
2. Reject the agreement and provide further direction to staff.

**FISCAL IMPACT**

The fiscal impact is \$66,550 per year, for a total for three years of \$199,650, which is currently in the budget.

**CITY COUNCIL GOALS**

Positive Environment: Continuance of this contract will allow for computerized library services to continue uninterrupted at the Library.

**SUMMARY**

Staff recommends that the City Council approve the Agreement for Automated Library Services between Riverside County Library System and the City of Moreno Valley.

**ATTACHMENT**

Attachment 1 - Agreement for Automated Library Services

Prepared By:  
Paula Smus  
Library Services Division Manager

Department Head Approval:  
Thomas M. DeSantis  
Assistant City Manager

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



1 circulation and patron records shall be referred to the CITY and COUNTY library  
2 directors for resolution.

3 d. CITY will be provided with the same access to electronic databases and  
4 services as the COUNTY.

5 e. COUNTY or COUNTY CONTRACTOR shall provide base on-site network  
6 connectivity from the library to central automated system servers including Staff  
7 administrative and Web catalog and subscription database access. All other  
8 maintenance and troubleshooting responsibilities will be divided as agreed upon  
9 in Exhibit "A". Up-time will be maintained during all regularly scheduled hours the  
10 library is open.

11 f. Nothing in this Agreement shall be construed as restricting the right of the  
12 CITY to make local decisions and set local policies about the administration,  
13 management, implementation and control of its own library, library service, and  
14 library resources, and to operate according to the policies and rules established  
15 by its governing body.

16 g. COUNTY will appraise CITY of significant policy decisions which directly  
17 impact the scope of services provided under this Agreement.

18 h. COUNTY will act as the paying agent for any CITY collection agency charges  
19 incurred under the contract between COUNTY and the contracted collection  
20 agency, as set forth in Exhibit A.

21 All of the above work is more specifically set forth in Exhibit A, which is attached hereto  
22 and made a part hereof by this reference.

23 3. PAYMENT: Payment will be made semi annually and will be made within two  
24 weeks of receipt of the billing invoice.

25 a. The total amount payable to the County for Fiscal Years 2013- 2016 shall not  
26 exceed \$66,550 per fiscal year.

27 4. STANDARD OF PERFORMANCE. Each party will perform its duties hereunder  
28 in a manner which is consistent with the standards of professional and technical excellence as  
practiced in library systems in Southern California. In addition, each party will comply with state  
laws regarding confidentiality with respect to registration and circulation information.

5. MUTUAL HOLD HARMLESS. The parties agree to hold each other, their elected  
officials, employees, contractors and agents mutually harmless from any and all claims,  
demands and liability, including attorney's fees, arising from each party's performance of this  
Agreement except to the extent that such liability is caused by the negligence of the other party.



1           6.     ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between  
2 the parties with respect to the subject matter hereof and all prior negotiations and dealings  
3 pertaining to the subject matter hereof shall be deemed merged herein.

4           7.     AMENDMENT. This Agreement shall not be modified except by written consent  
5 of the parties.

6           8.     ADMINISTRATION. The Assistant County Executive Officer/EDA, or designee,  
7 shall administer this Agreement on behalf of the COUNTY.

8           9.     SEVERABILITY. If any provision in this Agreement is held by a court of  
9 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
10 nevertheless continue in full force without being impaired or invalidated in any way.

11           10.    TERMINATION. This Agreement may be terminated by either party upon the  
12 giving of thirty (30) days written notice to the other party. Upon the failure of either party to  
13 comply with a material term of this Agreement, the other party shall provide written notice of the  
14 material breach. If the material breach is not corrected or if the dispute is not resolved within 15  
15 days of the receipt of the notice, written notice of immediate termination of this Agreement may  
16 be given. The period within which the material breach must be cured may be extended for good  
17 cause.

18                     If the City withdraws from the Inland Library Network, it shall be responsible for  
19 all expenses relating to the extraction of its data from the Integrated Library System and the  
20 transference of that data to another system.

21           11.    ASSIGNMENT. Neither this Agreement nor the duties or obligations under this  
22 Agreement shall be assigned by either party without prior written consent of the other party. This  
23 does not prohibit COUNTY however from performing its duties or obligations hereunder by way  
24 of subcontract.

25           12.    NONDISCRIMINATION. Except as provided in Section 12940 of the California  
26 Government Code, during CITY's performance of the contract, CITY shall not discriminate on  
27 the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap,  
28 medical condition including the medical condition of Acquired Immune Deficiency Syndrome  
(AIDS) or any condition related hereto, marital status, sex or sexual orientation in the selection  
and retention of employees and subcontractors and the procurement of materials and  
equipment. Furthermore, CITY agrees to conform to the requirements of the Americans with  
Disabilities Act in the performance of this Agreement.

1           13.    NOTICES. All correspondence and notices required or contemplated by this  
2 Agreement shall be delivered to the respective parties at the addresses set forth below and are  
3 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

4    CITY OF MORENO VALLEY  
5    14177 Frederick Street  
6    PO Box 88005  
7    Moreno Valley, CA 92552-0805  
8    Attn: Library Director

          COUNTY OF RIVERSIDE  
          3403 Tenth Street, Suite 500  
          Riverside, CA 92501  
          Attn: Riverside County Library  
          System

1 IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be duly executed  
2 on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

3 COUNTY OF RIVERSIDE

CITY OF MORENO VALLEY

4  
5 By \_\_\_\_\_  
6 John J. Benoit, Chairman  
7 Board of Supervisors

By \_\_\_\_\_  
Michelle Dawson  
City Manager

8 ATTEST:  
9 Kecia Harper-Ihem  
10 Clerk of the Board

ATTEST:  
Jane Halstead  
City Clerk, City of Moreno Valley

11 By \_\_\_\_\_  
12 Deputy

By \_\_\_\_\_  
Clerk

13 APPROVED AS TO FORM:  
14 Neal Kipnis  
15 County Counsel

APPROVED AS TO FORM:  
Suzanne Bryant  
City Attorney

16 By \_\_\_\_\_  
17 Deputy County Counsel

By \_\_\_\_\_  
City Attorney

1 EXHIBIT "A"

2 AGREEMENT between

3 CITY OF MORENO VALLEY AND RIVERSIDE COUNTY

4 for the PROVISION OF AUTOMATED LIBRARY SERVICES

5  
6 City of Moreno Valley and Riverside County agree to the following:

7  
8 1. County will support City in the same manner as County agencies are supported.

9  
10 Automation Services to provide the City:

11 (All incidents, Call-in, Web, Emergency, etc., will be recorded in the tracking system)

- 12 - Call-in HelpDesk support from 8 AM to 5 PM Mon-Fri  
13 - Mechanism to report and track incidents 24/7 on a Web based HelpDesk portal  
14 - Emergency support on-call 24/7

15 Interface with common systems, communications and databases vendors such as  
16 Integrated Library System, AT&T, Verizon, Time Warner, Charter, Gale, etc. to resolve  
17 issues.

18 Router/Switch required by the Network for interface with Automation Services servers

- 19 - Broadband network connection with Automation Services & the Internet  
20 - Training as available from competent County staff

21  
22 2. County will ensure that resources necessary to produce reports to meet City, County, and  
23 State reporting requirements.

24  
25 Automation Services to provide the City:

26 Access and necessary training for selected City library staff to employ the Integrated  
27 Library Systems tools to produce ad hoc reports to meet ad hoc requirements. In  
28 addition to ad hoc reporting capability the following standard reports

Daily

Holds – Phone, Email and Paper notices to customers that items are ready to pick up

Send List – Pull list for library staff to pull items to send to other libraries for interlibrary loan

Fees Paid Report – Identifies and notifying collection agency what fees are paid

1 Weekly

2 Overdue – Phone, Email and Paper notices to customers that items are overdue

3 Bills – Phone, Email and Paper notices to customers re: fees and fines owed above  
4 threshold

5 Delinquency Report – Identifies and sends delinquent accounts to collections agency

6 Quarterly

7 CSLA Direct Loan Survey – 2 week sample of Direct Loan Transactions sent to State Library

8 Interlibrary Loan Claim Report – Interlibrary Loan participation claim sent to State Library

9 Annual

10 Annual Bibliostat Statistics Report – Annual statistical report sent to State Library

11 - Other reports as staff time and machine hours permit including specific reports as rise

12

13 3. County will allow the addition of new bibliographic records and modification of existing  
14 bibliographic records according to the standards mutually agreed upon in the Inland Library  
15 System Technical Advisory Group (ILS-TAG) to which the City will supply a member.

16

17 4. City will be provided the same access to electronic databases and services as the County.  
18 Currently these include the following all of which can be searched individually, as a full set  
19 or a selection set:

20

Auralog

21

BookLetters

22

(Califa) One Click Audio Core Collection

23

Gale Chilton's

24

Gale Reference Center Gold

25

Gale Health and Wellness Resource Center

26

Gale Biography

27

Gale Literature Resource Center

28

OverDrive eBooks

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Reference USA

Tuition Funding Sources

Brainfuse

Worldbook Online

5. Library Automation Software modules currently provided include:

Authority Control

Web Public Access Catalog

Z39.50 Version 3 Server

Circulation Control

Collection Agency Interface

Acquisitions and Fund Accounting

Staff Clients

Telephone Notification

Reporting Module

MARC Bib Import/Export Utility

3M Self-Check Interface

OCLC ILL Protocol Interface

Serial Checkin & Control

Academic Reserves

EDI Electronic Ordering

9XX Order Interface (Acquisitions)

6. COUNTY or CONTRACTOR will provide base on-site wide area network (WAN) network equipment maintenance. County will be responsible for maintaining and troubleshooting the telecommunications network from the library application servers in Automation Services to

1 the City buildings. Uptime will be maintained during all regularly schedule hours library is  
2 open.

3  
4 7. Services and access privileges listed above will be included in the annual service charge.

5 For additional services the City will pay the full cost. Such services may be, but are not  
6 limited to:

- 7 - Training above the level done at County libraries
- 8 - Additional software modules that are not used by the County as well as any  
9 documentation, training and installation that those modules may require
- 10 - Additional hardware required for City, but not used by County and all fees associated  
11 with installation and upgrades

12  
13 8. Collection Agency Services:

14 City agrees to pay to County upon presentation of a monthly invoice that percentage of  
15 the total collection agency billing which corresponds to the City's percentage of the total system  
16 circulation based on the annual circulation for the previous calendar year.

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** July 9, 2013

**TITLE:** APPROVAL OF PAYMENT REGISTER FOR APRIL, 2013

---

### **RECOMMENDED ACTION**

Recommendation:

1. Adopt Resolution No. 2013-63, Approving the Payment Register for the month of April, 2013 in the amount of \$17,065,756.74. Resolution No. 2013-XX. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of April, 2013.

### **DISCUSSION**

To facilitate Council's review, the Payment 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 Payment 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 Payment Register are reflected in the FY 2012-13 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

**ATTACHMENTS**

Attachment 1: Proposed Resolution

Attachment 2: Payment Register for Month of April, 2013

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

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

RESOLUTION NO. 2013-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF APRIL, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period April 1, 2013 through April 30, 2013, for review and approval by the City Council of the City of Moreno Valley; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period April 1, 2013 through April 30, 2013, in the total amount of \$17,065,756.74 is approved.

APPROVED AND ADOPTED this 9th day of July, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

1  
Resolution No. 2013-63  
Date Adopted: July 9, 2013

**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. 2013-63 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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CITY CLERK

Resolution No. 2013-63<sup>2</sup>  
Date Adopted: July 9, 2013



**City of Moreno Valley  
Payment Register  
For Period 4/1/2013 through 4/30/2013**

Attachment 2

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AMERICAN ASPHALT SOUTH, INC	216943	04/29/2013	2013-23 2013-15 rev	CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY CONSTRUCTION CONTRACT - SUNNYMEAD RANCH PKWY	\$78,351.25
Remit to: FONTANA, CA					<b>FYTD: \$78,351.25</b>
AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC	8879	04/01/2013	2013-1395	CITYWIDE CAMERA SURVEILLANCE PROJECT-PROJECT MILESTONE 2(B)	\$225,000.00
Remit to: BUFFALO GROVE, IL					<b>FYTD: \$720,000.00</b>
BMW MOTORCYCLES OF RIVERSIDE	216948	04/29/2013	APRIL 12, 2013	NEW MOTORCYCLES (2 )-VIN#S WB1044007DZW22069,WB1044003DZW22070	\$55,039.48
Remit to: RIVERSIDE, CA					<b>FYTD: \$55,039.48</b>
C & C GRADING & PAVING, INC	9140	04/29/2013	1630-2	CONSTRUCTION CONTRACT - SIP/KENTLAND, WILSON, KENNY	\$102,797.86
Remit to: TEMECULA, CA					<b>FYTD: \$228,704.87</b>
COUNTY OF RIVERSIDE SHERIFF	8914	04/08/2013	SH0000020837	CONTRACT LAW ENFORCEMENT BILLING #7 (12/13/12-1/9/13)	\$2,541,551.68
Remit to: RIVERSIDE, CA					<b>FYTD: \$29,664,061.64</b>
COUNTY OF RIVERSIDE SHERIFF	9089	04/22/2013	SH0000021001	CONTRACT LAW ENFORCEMENT BILLING #8 (1/10/13-2/6/13)	\$2,755,371.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$29,664,061.64</b>
DDL TRAFFIC INC.	217075	04/29/2013	2617	PURCHASE SPEED CNTRL SIGNS-TRANSPORTATN	\$27,815.68
Remit to: CHINO HILLS, CA					<b>FYTD: \$54,450.12</b>
EASTERN MUNICIPAL WATER DISTRICT	216871	04/22/2013	MAR-13 4/22/13	WATER CHARGES	\$59,346.24
Remit to: PERRIS, CA					<b>FYTD: \$1,251,298.98</b>

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Item No. A.15



**City of Moreno Valley  
Payment Register  
For Period 4/1/2013 through 4/30/2013**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EASTERN MUNICIPAL WATER DISTRICT	216957	04/29/2013	APR-13 4/29/13	WATER CHARGES	\$25,238.33
			MAR-13 4/29/13	WATER CHARGES	
Remit to: PERRIS, CA					<b>FYTD: \$1,251,298.98</b>
EMPLOYMENT DEVELOPMENT DEPARTMENT	9015	04/05/2013	2013-00000016	CA TAX - STATE TAX WITHHOLDING*	\$32,148.41
Remit to: WEST SACRAMENTO, CA					<b>FYTD: \$836,642.59</b>
EMPLOYMENT DEVELOPMENT DEPARTMENT	9191	04/19/2013	2013-00000039	CA TAX - STATE TAX WITHHOLDING*	\$31,790.61
Remit to: WEST SACRAMENTO, CA					<b>FYTD: \$836,642.59</b>
ENCO UTILITY SERVICES MORENO VALLEY LLC	8918	04/08/2013	40-286-02	WORK AUTHORIZATION 40-286/FEB13	\$386,770.18
			40-256B-09	FEEES FOR PROFESSIONAL SERVICES - CACTUS/NASON	
			40-254B-10	FEEES FOR PROFESSIONAL SERVICES	
			40-256B-10	FEEES FOR PROFESSIONAL SERVICES - CACTUS/NASON	
			0405-1-166R	DISTRIBUTION CHARGES 11/5-12/3/12	
			0402-MF-01442A	SOLAR METER INSTALLATIONS-13297 WEXFORD AVE	
			0402-MF-01441A	SOLAR METER INSTALLATIONS-13533 BAXTER CT	
			40-268B-03	WORK AUTHORIZATION 40-268B/FEB13	
			40-254B-09	FEEES FOR PROFESSIONAL SERVICES - CACTUS/NASON	
			40-268B-02	WORK AUTHORIZATION 40-268B/JAN13	
			40-270B-04	WORK AUTHORIZATION 40-270B/JAN13	
			40-286-01	WORK AUTHORIZATION 40-286/JAN13	
			40-247B-04	WORK AUTHORIZATION 40-247B/JAN13	



**City of Moreno Valley  
Payment Register  
For Period 4/1/2013 through 4/30/2013**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	8918	04/08/2013	0405-1-165R	DISTRIBUTION CHARGES 10/7-11/5/12	\$386,770.18
			40-284-01	WORK AUTHORIZATION 40-284/FEB13	
			40-268A-06	WORK AUTHORIZATION 40-268A/FEB13	
			40-285-01	WORK AUTHORIZATION 40-285/FEB13	
Remit to: ANAHEIM, CA					<b>FYTD: \$2,158,084.83</b>
ENCO UTILITY SERVICES MORENO VALLEY LLC	9092	04/22/2013	40-257B-01	WORK AUTHORIZATION 40-257B	\$186,331.99
			40-279-04	WORK AUTHORIZATION 40-279	
			0405-1-167R	DISTRIBUTION CHARGES/BAD DEBT ALLOWANCE	
			40-272-07	WORK AUTHORIZATION 40-272	
			40-247B-05	WORK AUTHORIZATION 40-247B	
Remit to: ANAHEIM, CA					<b>FYTD: \$2,158,084.83</b>
FALCON ENGINEERING SERVICES, INC.	216937	04/22/2013	2012-07REV	CONSULTING SERVICES, ENGINEERING - SR-60/NASON INTRCHG	\$237,794.40
			2012-09-A	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH I	
Remit to: CORONA, CA					<b>FYTD: \$863,545.67</b>
FIDELITY NATIONAL TITLE COMPANY ESCROW	9070	04/15/2013	W130405	ACQUISITION COST & ESCROW FEES-24270 BAY AVE	\$127,912.70
Remit to: IRVINE, CA					<b>FYTD: \$256,960.67</b>
FIDELITY NATIONAL TITLE COMPANY ESCROW	9074	04/16/2013	W130409	ACQUISITION COST & ESCROW FEES-14598 ANTILLES DR.	\$129,047.97
Remit to: IRVINE, CA					<b>FYTD: \$256,960.67</b>

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Item No. A.15



**City of Moreno Valley**  
**Payment Register**  
 For Period 4/1/2013 through 4/30/2013

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9150	04/29/2013	219346-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD	\$26,007.08
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$207,686.10
GLOBAL POWER GROUP, INC.	8889	04/01/2013	27547 27960	CONSTRUCTION CONTRACT - EOC FAMILY CARE CENTER CONSTRUCTION CONTRACT - EOC FAMILY CARE CENTER	\$151,566.75
Remit to: LAKESIDE, CA					<b>FYTD:</b> \$263,396.66
HILLCREST CONTRACTING, INC	9152	04/29/2013	PB 22234	CONSTRUCTION CONTRACT - PERRIS BLVD. WIDENING	\$443,024.46
Remit to: CORONA, CA					<b>FYTD:</b> \$1,874,648.75
INTERNAL REVENUE SERVICE CENTER	9077	04/08/2013	2013-00000014	MEDICARE - MEDICARE TAX WITHHOLDING*	\$127,021.67
Remit to: OGDEN, UT					<b>FYTD:</b> \$258,629.27
INTERNAL REVENUE SERVICE CENTER	9190	04/19/2013	2013-00000038	FED TAX - FEDERAL TAX WITHHOLDING*	\$127,215.50
Remit to: OGDEN, UT					<b>FYTD:</b> \$258,629.27
KAISER FOUNDATION HOSPITALS, INC.	216926	04/22/2013	PA11-0009	REFUND OF EROSION CONTROL & GRADING SECURITY DEPOSITS	\$64,645.20
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$64,645.20
KIP INCORPORATED	216574	04/01/2013	6951	CONSTRUCTION RETENTION RELEASE - HEACOCK STREET BRIDGE	\$102,000.49
Remit to: MURRIETA, CA					<b>FYTD:</b> \$1,576,683.63
LEIGHTON CONSULTING, INC.	8925	04/08/2013	10710A 10957A	CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON CONSULTING SERVICES, GEOTECHNICAL - CACTUS/NASON	\$61,513.17





**City of Moreno Valley  
Payment Register  
For Period 4/1/2013 through 4/30/2013**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: IRVINE, CA					<b>FYTD: \$315,586.39</b>
MCCAIN TRAFFIC SUPPLY	216883	04/22/2013	INV0161030	TRAFFIC CONTROLLER-333L 4 DOOR CABINET-4 UNITS	\$82,839.25
			INV0160086	TRAFFIC CONTROLLER PARTS	
			INV0160259	CONTROLLER FOR CABINETS - ITS DEPLOYMENT PH I	
Remit to: VISTA, CA					<b>FYTD: \$147,140.01</b>
MORENO VALLEY UTILITY	216963	04/29/2013	7013411-01/MAR13	ELECTRICITY-UTILITY FIELD OFFICE	\$56,465.53
			APR-13 4/29/13	ELECTRICITY	
Remit to: HEMET, CA					<b>FYTD: \$661,863.77</b>
NATIONWIDE RETIREMENT SOLUTIONS CP	9064	04/05/2013	2013-00000011	8010 - DEF COMP 457 - NATIONWIDE*	\$26,191.39
Remit to: COLUMBUS, OH					<b>FYTD: \$576,413.96</b>
NATIONWIDE RETIREMENT SOLUTIONS CP	9179	04/19/2013	2013-00000033	8010 - DEF COMP 457 - NATIONWIDE*	\$26,227.40
Remit to: COLUMBUS, OH					<b>FYTD: \$576,413.96</b>
NOBLE AMERICAS ENERGY SOLUTIONS	9044	04/15/2013	130660002856705	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	\$229,073.23
Remit to: PASADENA, CA					<b>FYTD: \$2,784,316.15</b>
NOBLE AMERICAS ENERGY SOLUTIONS	9161	04/29/2013	131070002926474	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	\$266,437.27
Remit to: PASADENA, CA					<b>FYTD: \$2,784,316.15</b>
PARSONS TRANSPORTATION GROUP, INC.	8935	04/08/2013	1302A901	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH II	\$63,594.75

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Item No. A.15



**City of Moreno Valley**  
**Payment Register**  
 For Period 4/1/2013 through 4/30/2013

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PARSONS TRANSPORTATION GROUP, INC.	8935	04/08/2013	1301A853	CONSULTING SERVICES, ENGINEERING - SR-60/MB PH II	\$63,594.75
Remit to: IRVINE, CA					<b>FYTD:</b> \$1,045,113.77
PARSONS TRANSPORTATION GROUP, INC.	9162	04/29/2013	1304A098	CONSTRUCTION SUPPORT - SR-60/NASON OC	\$68,918.43
			1304A097	CONSTRUCTION SUPPORT - SR-60/MB PH I	
			1303B478	CONSULTING ENGINEERING SERVICES - SR-60/MB PH I	
			1303B480	CONSULTING ENGINEERING SERVICES - SR-60/NASON OC	
Remit to: IRVINE, CA					<b>FYTD:</b> \$1,045,113.77
PERS HEALTH INSURANCE	9068	04/08/2013	W130401	EMPLOYEE HEALTH INSURANCE	\$207,040.22
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$1,999,355.76
PERS RETIREMENT	9187	04/01/2013	P130315	MISCELLANEOUS SERVICES	\$232,767.26
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$5,146,286.92
PERS RETIREMENT	9188	04/12/2013	P130329	MISCELLANEOUS SERVICES	\$229,959.08
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$5,146,286.92
PERS RETIREMENT	9360	04/25/2013	P130412	PERS RETIREMENT CLASSIC	\$227,432.05
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$5,146,286.92
POWELL CONSTRUCTORS, INC.	9073	04/16/2013	W130408	RETENTION RELEASE PER ESCROW AGREEMENT-INV#3 & #4	\$41,360.84
Remit to: FONTANA, CA					<b>FYTD:</b> \$1,484,364.79
POWELL CONSTRUCTORS, INC.	216888	04/22/2013	05	CONSTRUCTION CONTRACT - SR-60/MB PH I	\$432,225.29



**City of Moreno Valley**  
**Payment Register**  
 For Period 4/1/2013 through 4/30/2013

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: FONTANA, CA					<b>FYTD:</b> \$1,484,364.79
PTM GENERAL ENGINEERING SERVICES, INC.	216662	04/08/2013	0226131217	CONSTRUCTION CONTRACT - JFK/LAS BRISIS	\$60,335.77
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$60,335.77
RIV CO FLOOD CONTROL & WATER CONSERVATN	216891	04/22/2013	FC0000013732	FY 2012-13 NPDES COST-SHARING OF CONSULTANT SVCS FOR MS4 PERMIT	\$79,084.45
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$83,308.41
RIVERSIDE CONSTRUCTION COMPANY, INC	9072	04/16/2013	W130407	RETENTION RELEASE PER ESCROW AGREEMENT-INV#1	\$46,645.24
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$1,897,161.21
RIVERSIDE CONSTRUCTION COMPANY, INC	9113	04/22/2013	130301	CONSTRUCTION CONTRACT - SR-60/NASON OC	\$964,256.36
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$1,897,161.21
SHELL ENERGY NORTH AMERICA (US) L.P.	9051	04/15/2013	1183582	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	\$448,061.60
Remit to: PHILADELPHIA, PA					<b>FYTD:</b> \$5,203,794.40
SKECHERS	216628	04/01/2013	ACCT 7013669-01	SOLAR INCENTIVE REBATE FOR AUG. 2012 - FEB. 2013	\$33,060.65
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$33,060.65
SOUTHERN CALIFORNIA EDISON 1	216670	04/08/2013	08-UT-22557	FACILITY RELOCATION FEE - SR-60/MORENO BEACH PH I	\$200,392.93
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216789	04/15/2013	587-9520 MAR-13	ELECTRICITY-FERC CHARGES	\$122,367.87

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SOUTHERN CALIFORNIA EDISON 1	216789	04/15/2013	707-6081 MAR-13	ELECTRICITY	\$122,367.87
			721-3449 MAR-13	IFA CHARGES-SUBSTATION	
			MAR-13 4/15/13	ELECTRICITY	
Remit to: ROSEMEAD, CA					<b>FYTD:</b> \$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216790	04/15/2013	7500274651	WDAT CHARGES-NANDINA AVE. LOCATION	\$30,720.59
			7500278046	RELIABILITY SERVICE-DLAP_SCE_SEES_HV	
			7500274653	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	
			7500274650	WDAT CHARGES-GLOBE ST. LOCATION	
			7500274649	WDAT CHARGES-GRAHAM ST. LOCATION	
			7500274648	WDAT CHARGES-IRIS AVE. LOCATION	
			7500274652	WDAT CHARGES-FREDERICK AVE. LOCATION	
Remit to: ROSEMEAD, CA					<b>FYTD:</b> \$2,645,221.80
STANDARD INSURANCE CO	216854	04/15/2013	130401a	LIFE & DISABILITY INSURANCE	\$28,316.03
Remit to: PORTLAND, OR					<b>FYTD:</b> \$304,037.46
SULLY- MILLER CONTRACTING CO., INC.	9069	04/10/2013	W130402	RETENTION RELEASE PER ESCROW AGREEMENT-INV#8-SMC	\$87,270.24
Remit to: BRE A, CA					<b>FYTD:</b> \$17,398,208.72
SULLY- MILLER CONTRACTING CO., INC.	9071	04/16/2013	W130406	RETENTION RELEASE PER ESCROW AGREEMENT-INV#9-SMC & 10-SMC	\$139,799.04
Remit to: BRE A, CA					<b>FYTD:</b> \$17,398,208.72
THE LEW EDWARDS GROUP	216982	04/29/2013	0002	REVENUE MEASURE FEASIBILITY STUDY	\$32,250.00



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: OAKLAND, CA					<b>FYTD:</b> \$39,402.60
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	216590	04/01/2013	SP0005050	SMALL BUSINESS CONSULTANT SVCS-3RD QTR	\$25,000.00
			SP0005051	SMALL BUSINESS CONSULTANT SVCS-4TH QTR	
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$50,000.00
THINK TOGETHER, INC	216934	04/22/2013	111000-12/13-8	ASES PROGRAM MANAGEMENT SERVICES	\$444,467.51
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$3,597,768.13
TRANSTECH ENGINEERS, INC.	216680	04/08/2013	12	CONSULTING SERVICES, INSPECTION - CACTUS/NASON	\$54,245.00
Remit to: WALNUT, CA					<b>FYTD:</b> \$447,977.24
TRUGREEN LANDCARE	9121	04/22/2013	7481308	TREE TRIMMING SERVICES-CELEBRATION PARK	\$25,137.08
			7481364	TREE TRIMMING SERVICES AT LIBRARY	
			7491309	LANDSCAPE MAINT.-ZONE M	
			7491310	LANDSCAPE MAINT.-ZONE DSG-1	
			7491311	LANDSCAPE MAINT.-ZONE E-16	
			7491313	LANDSCAPE MAINT.-ZONE E-4 & E-4A	
			7491319	LANDSCAPE MAINT.-ZONE S	
			7481343	TREE MAINTENANCE IN CFD #1	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$257,027.21
U.S. BANK/CALCARDS	216762	04/08/2013	03-27-13	CALCARD PAYMENT FOR CYCLE END 3/27/13	\$144,331.80
Remit to: ST. LOUIS, MO					<b>FYTD:</b> \$1,751,128.32
WELLS FARGO CORPORATE	9182	04/17/2013	W130403	2005 LRB DEBT SVC PAYMENT	\$950,147.80

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$7,997,572.99
WELLS FARGO CORPORATE	9183	04/17/2013	W130404	2007 LRB DEBT SVC PAYMENT	\$1,139,758.29
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$7,997,572.99
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	216800	04/15/2013	MAR-13 TUMF	TUMF FEES COLLECTED 3/1-3/31/13	\$87,276.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,316,740.93
<b>TOTAL AMOUNTS OF \$25,000 OR GREATER</b>					<b>\$15,438,759.14</b>



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
1ST LIGHT ENERGY, INC	216720	04/08/2013	BL#25135-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#25135	\$67.00
Remit to: MODESTO, CA					<u>FYTD:</u> \$67.00
3SI SECURITY SYSTEMS	216939	04/29/2013	314524	ELECTRONIC SATELLITE PURSUIT CASH TRACKERS FOR PATROL	\$16,279.01
Remit to: EXTON, PA					<u>FYTD:</u> \$16,279.01
A/S MARKET CORP	216834	04/15/2013	MV3130213012	REFUND-CITATION OVERPAYMENT	\$86.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$86.00
A1 PAYDAY ADVANCE, INC	216721	04/08/2013	BL#00075-YR2013	REFUND OF OVERPAYMENT FOR BL#00075	\$95.95
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.95
ABILITY COUNTS, INC	216635	04/08/2013	ACI9837	LANDSCAPE MAINT-CFD #1	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$20,300.00
ABILITY COUNTS, INC	216940	04/29/2013	ACI9901	LANDSCAPE MAINT-CFD #1	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$20,300.00
ABLE CARD, LLC	216764	04/15/2013	0031920-IN	PATRON LIBRARY CARDS-BALANCE	\$1,162.88
Remit to: AZUSA, CA					<u>FYTD:</u> \$1,162.88
ABRASIVE BLASTING SERVICE	216941	04/29/2013	6371	SANDBLASTING SVCS-TRANSPORTATION	\$4,250.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$13,750.00
ACCESS SECURITY CONTROLS INT., INC.	216857	04/22/2013	13-1263	QUARTERLY MONITORING-ERC	\$150.00
			13-1264	MONITOR ALARM-SUNNYMD MIDDLE SCHOOL-ASES	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: TEMECULA, CA					<u>FYTD:</u> \$725.00
ACTION DOOR REPAIR CORP.	8876	04/01/2013	85293	REPAIR GATE 7-PSB	\$4,695.20
			85188	INSTALL/REPAIR DOOR #1 NEW BARREL-FIRE STN 58	
Remit to: HUNTINGTON PARK, CA					<u>FYTD:</u> \$22,552.03
ACTION DOOR REPAIR CORP.	8908	04/08/2013	85318	REPAIRED ALUMINUM DOOR WO121861-PSB	\$1,667.00
Remit to: HUNTINGTON PARK, CA					<u>FYTD:</u> \$22,552.03
ACTION DOOR REPAIR CORP.	9016	04/15/2013	85441	REPAIR LOBBY FIRE DOOR-PSB	\$2,340.00
Remit to: ORLANDO, FL					<u>FYTD:</u> \$22,552.03
ACTION DOOR REPAIR CORP.	9133	04/29/2013	85543	REPAIRED RETRACTABLE WALL-SENIOR CNTR	\$5,424.45
			85544	INSTALLED REVERSING DOOR EDGES-FIRE STN 91	
Remit to: ORLANDO, FL					<u>FYTD:</u> \$22,552.03
ACTIVE NETWORK, INC., THE	8877	04/01/2013	1006272	PROFESSIONAL SVCS-LOGOS PROJECT	\$3,121.97
			11043823	ELECTRONIC DEPOSIT CHECK SCANNERS	
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$3,121.97
ADAMS, MARK L.	8949	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,868.57
ADLERHORST INTERNATIONAL INC.	9017	04/15/2013	18003	MONTHLY TRAINING-K-9 IVAN-FEB13	\$141.67
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,693.75





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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ADLERHORST INTERNATIONAL INC.	9134	04/29/2013	18226	MONTHLY K-9 TRAINING-DUKE-MAR13	\$425.01
			18227	MONTHLY K-9 TRAINING-OZZIE-MAR13	
			18228	MONTHLY K-9 TRAINING-IVAN-MAR13	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,693.75
ADLERHORST INTERNATIONAL INC.	216551	04/01/2013	18113	DOG FOOD FOR K-9 IVAN	\$172.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,693.75
ADLERHORST INTERNATIONAL INC.	216765	04/15/2013	18001	MONTHLY TRAINING-K-9 DUKE-FEB13	\$283.34
			18002	MONTHLY TRAINING-K-9 OZZI-FEB13	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,693.75
ADMINSURE	216766	04/15/2013	6304	WORKERS' COMP CLAIMS ADMINISTRATION	\$2,600.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$28,600.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	9018	04/15/2013	3284-36324	REPAIRED ICE MACHINE FAN MOTOR-CITY YARD	\$370.35
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$10,011.00
ADVANCED ELECTRIC	216552	04/01/2013	10649	ELECTRICAL REPAIRS-CELEBRATION PARK	\$3,066.00
			10583	ELECTRICAL REPAIRS-MARCH FIELD PARK #2	
			10582	ELECTRICAL REPAIR-MARCH FIELD PARK #2	
			10581	ELECTRIC REPAIR-MARCH FIELD PARK #2	
			10577	ELECTRICAL REPAIR-CITY PARK	
			10701	ELECTRICAL REPAIR-CFD #1 COLD CREEK DR	

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ADVANCED ELECTRIC	216552	04/01/2013	10586	ELECTRICAL WORK-ERC	\$3,066.00
			10569	ELECTRICAL SVC CALL-SHADOW MOUNTAIN PARK	
			10585	ELECTRICAL WORK-CITY HALL	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$32,521.48
ADVANCED ELECTRIC	216636	04/08/2013	10651	ELECTRICAL PUMP HOOKUP-GOLF COURSE	\$2,888.00
			01570	CHECKED GENERATOR TRANSFER SWITCH-CITY YARD	
			10549	ELECTRICAL WIRING MODIFICATION-SATELLITE TMC	
			10652	INSTALL HEATERS FOR PUMP-GOLF COURSE	
			10572	ELECTRICAL SERVICE CALL-CRC	
			10643	ELECTRICAL REPAIR-DOOR SLIDER POWER-PSB	
			10587	ELECTRICAL REPAIR-COUNCIL CHAMBERS	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$32,521.48
ADVANCED ELECTRIC	216767	04/15/2013	10644	INSTALLATION OF OUTLET AT THE ERC	\$729.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$32,521.48
ADVANCED ELECTRIC	216858	04/22/2013	10729	ELECTRICAL WORK-TS	\$195.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$32,521.48
ADVANCED ELECTRIC	216942	04/29/2013	10707	ELECTRICAL REPAIRS-RIDGE CREST PARK	\$4,921.31
			10734	REPAIRED ELECTRICAL RECEPTACLE-CRC GYM	
			10726	INSTALLED TV WIRE/MOUNT-CITY HALL	
			10719	REPLACED ELECTRICAL BALLESTS/BULBS-ANNEX 4	
			10708	ELECTRICAL REPAIR-REWIRE RECEPTACLE-PSB	
			10712	ELECTRICAL REPAIRS-TOWNGATE PARK	



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ADVANCED ELECTRIC	216942	04/29/2013	10710	ELECTRICAL REPAIR-SOLID WASTE RECYCLNG OFFICE	\$4,921.31
			10709	INSTALLED RECEPTACLE-ANNEX 1 BREAKDOWN	
			10725	ELECTRICAL REPAIRS-MARCH BALLFIELD	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$32,521.48
ADVANTAGE BUSINESS EQUIPMENT, INC	8909	04/08/2013	16393	CHANGE PAYROLL CHECK SIGNER-LOGOS PAYCHECKS	\$329.00
Remit to: SAN DIEGO, CA					<b>FYTD:</b> \$1,621.61
AECOM TECHNICAL SERVICES INC	216553	04/01/2013	37307596 (18)	CONSULTING SERVICES, DESIGN	\$13,152.32
Remit to: ONTARIO, CA					<b>FYTD:</b> \$206,501.26
AECOM TECHNICAL SERVICES INC	216637	04/08/2013	37320167 (04)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD WIDENING	\$16,986.69
			37314730 (03)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD. WIDENING	
			37310169 (02)	CONSULTING SERVICES, ENGINEERING - PERRIS BLVD. WIDENING	
Remit to: ONTARIO, CA					<b>FYTD:</b> \$206,501.26
AEROTEK, INC.	9080	04/22/2013	OC06554267	TEMPORARY LABOR STAFFING-TECH SVCS	\$399.23
			OC06571094	TEMPORARY LABOR STAFFING-TECH SVCS	
			OC06587721	TEMPORARY LABOR STAFFING-TECH SVCS	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$21,511.48
AEROTEK, INC.	9135	04/29/2013	OC06504251	TEMPORARY LABOR STAFFING-TECH SVCS	\$500.24
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$21,511.48
AEROTEK, INC.	216855	04/15/2013	OC06520890	TEMPORARY LABOR STAFFING-TECH SVCS	\$885.04
			OC06537563	TEMPORARY LABOR STAFFING-TECH SVCS	

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$21,511.48
AFAF YEHA	217068	04/29/2013	R13-059752	AS REFUND-ADP,VACS,MC,RAB DEP	\$87.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$87.00
AFECO, INC DBA FIRE ETC	9019	04/15/2013	46488	HEAVY RESCUE EQUIPMENT	\$6,172.01
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$6,172.01
AIR EXCHANGE INC	216768	04/15/2013	30900	PLYMOVENT MAINT/REPAIR-FIRE STN 48	\$1,242.50
Remit to: SAN BRUNO, CA					<u>FYTD:</u> \$2,907.43
AIRPORT LAND USE COMMISSION (ALUC)	216769	04/15/2013	MarchEIR2012-MV1	MARCH JPA LAND USE COMPATIBILITY STUDY-1ST INSTALLMENT	\$19,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$19,000.00
ALAN K. DANDRIDGE	216730	04/08/2013	03262013	REFUND-SPECIAL DISTRICT FEE-FIRE PREVENTN	\$13.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$13.80
ALARMCO SECURITY SYSTEMS	216606	04/01/2013	FP03142013	REFUND OVRPYMNT-PLAN CHK/INSPECTN FEES	\$78.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$78.00
ALESSANDRO SMOG TEST ONLY	217000	04/29/2013	BL#21905-YR2013	REFUND OF OVERPAYMENT FOR BL#21905	\$83.38
Remit to: HEMET, CA					<u>FYTD:</u> \$83.38
ALEX HERRERA	217030	04/29/2013	1023611	REFUND-RENTAL CANCELLED-CRC	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
ALLIANCE RESIDENTIAL CO	216607	04/01/2013	BL#21318-YR2013	REFUND OF OVERPAYMENT #21318	\$62.08



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Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$62.08
ALLIANZ LIFE INSURANCE CO	216859	04/22/2013	2013-00000024	8794 - ALLIANZ - EMPLOYEE*	\$75.00
Remit to: PITTSBURGH, PA					<b>FYTD:</b> \$750.00
ALONDRA ALVAREZ	217001	04/29/2013	1023662	REFUND-CANCELLED CONTRACT CLASS	\$26.20
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$26.20
ALONZO, MELCHOR	216990	04/29/2013	REIMB 3/5-3/8/13	REIMBURSE LODGING COST DURING CPRS CONFERENCE	\$686.64
Remit to: YUCAIPA, CA					<b>FYTD:</b> \$1,246.16
AMADOR ESTEVEVE	216995	04/29/2013	307	LATIN SOCIETY BAND CONCERT-5/10/13 TOWNGATE PRK	\$1,000.00
Remit to: FONTANA, CA					<b>FYTD:</b> \$1,000.00
AMELIS GALINDO	217022	04/29/2013	R13-060008	AS REFUND-ADOPT,VACS,RAB DEP	\$54.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$54.00
AMERICAN CLEANERS	217002	04/29/2013	BL#07920-YR2013	REFUND OF OVERPAYMENT FOR BL#07920	\$14.04
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$14.04
AMERICAN FORENSIC NURSES	8878	04/01/2013	62884	BLOOD DRAW SERVICE	\$2,382.64
			62909	BLOOD DRAW SERVICE	
Remit to: PALM SPRINGS, CA					<b>FYTD:</b> \$52,930.12
AMERICAN FORENSIC NURSES	9020	04/15/2013	62975	BLOOD DRAW SERVICE	\$2,894.52
			62952	BLOOD DRAW SERVICE	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$52,930.12
AMERICAN PUBLIC POWER ASSOCIATION	216860	04/22/2013	234924	ANNUAL UTILITY MEMBERSHIP DUES	\$5,291.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$5,291.00
AMERICAN SOLAR SOLUTION & HOME REMODELING	216722	04/08/2013	BL#25799-YR2013	REFUND OF OVERPAYMENT FOR BL#25799	\$67.00
Remit to: NORTH HOLLYWOOD, CA					<u>FYTD:</u> \$67.00
AMTECH ELEVATOR SERVICES	216770	04/15/2013	DVB65903112	WHEELCHAIR LIFT MAINT/REPAIR 1/1/12 TO 6/30/12-CRC	\$646.72
			DVB65903711	WHEELCHAIR LIFT MAINT/REPAIR 7/1/11 TO 12/31/11-CRC	
			DVB65909413	ELEVATOR MAINT/REPAIR-EOC	
			DVB05044413	ELEVATOR MAINT/REPAIR-CITY HALL	
Remit to: PASADENA, CA					<u>FYTD:</u> \$3,199.84
ANALISA SANTANA	217058	04/29/2013	#11005246	DUPLICATE PAYMENT	\$32.70
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32.70
ANGELA NAILS & SPA	216608	04/01/2013	BL#15492-YR2013	REFUND OF OVER PAYMENT FOR #15492	\$93.83
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$93.83
ANIMAL EMERGENCY CLINIC, INC.	8910	04/08/2013	394069	AFTER HOURS EMERGENCY VETERINARY SVCS	\$70.00
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$1,625.00
ANIMAL HEALTH AND SANITARY SUPPLY	216638	04/08/2013	27312	MISC. SUPPLIES-ANIMAL SVCS	\$715.57



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$2,957.80
ANIMAL HEALTH AND SANITARY SUPPLY	216944	04/29/2013	27819	MISC SUPPLIES-ANIMAL SVCS	\$588.40
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$2,957.80
ANIMAL PEST MANAGEMENT SERVICES, INC.	9136	04/29/2013	108850	PEST CONTROL-CITY PARKS	\$1,525.50
			108851	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY	
			108982	PEST CONTROL-GOLF COURSE	
			108962	PEST CONTROL-CFD #1	
			108853	PEST CONTROL-MARCH FIELD CNTR	
			108852	PEST CONTROL-MARCH BALLFIELDS	
Remit to: CHINO, CA					<b>FYTD:</b> \$15,455.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	216759	04/08/2013	107704	PEST CONTROL-MARCH FIELD CNTR	\$1,525.50
			107703	PEST CONTROL-MARCH BALLFIELDS	
			107702	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY	
			107701	PEST CONTROL-CITY PARKS	
			107817	PEST CONTROL-CFD #1	
			107836	PEST CONTROL-GOLF COURSE	
Remit to: CHINO, CA					<b>FYTD:</b> \$15,455.00
ANNE MARIE RAMIREZ	217051	04/29/2013	LIBRARY REFUND	REFUND OVERPAYMENT OF LIBRARY FEES/FINES	\$10.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$10.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ARCHIVE MANAGEMENT SERVICE	9081	04/22/2013	0203186	OFF-SITE STORAGE OF CITY RECORDS-APR13	\$1,515.17
Remit to: KING OF PRUSSIA, PA					<b>FYTD: \$16,032.01</b>
ARCHIVE MANAGEMENT SERVICE	216554	04/01/2013	0201512	OFF-SITE STORAGE OF CITY RECORDS	\$2,668.25
Remit to: KING OF PRUSSIA, PA					<b>FYTD: \$16,032.01</b>
ARROWHEAD WATER	8911	04/08/2013	03C0032567869	WATER PURIFY RNTL UNIT-FINANCE ANNEX	\$81.93
Remit to: LOUISVILLE, KY					<b>FYTD: \$6,332.45</b>
ARROWHEAD WATER	9021	04/15/2013	03C0030878268	WATER PURIFY RNTL UNIT-EOC	\$194.34
			03C0029115359	WATER PURIFY RNTL UNIT-CRC	
			03C0029115300	WATER PURIFY RNTL UNIT-FACILITIES ANNEX	
			03C0029115243	WATER PURIFY RNTL UNIT-TECH SVCS ANNEX	
			03C0029115177	WATER PURIFY RNTL UNIT-ANIMAL SVCS	
			03C0029115227	WATER PURIFY RNTL UNIT-SDA ANNEX	
Remit to: LOUISVILLE, KY					<b>FYTD: \$6,332.45</b>
ARROWHEAD WATER	9137	04/29/2013	03D0028990919	WATER PURIFY RNTL UNIT-CITY HALL	\$412.41
			03D0029648037	WATER PURIFY RNTL UNIT-FIRE STN 91	
			03D0032567869	WATER PURIFY RNTL UNIT-FINANCE ANNEX	
			03D0032414377	WATER PURIFY RNTL UNIT-PSB	
			03D0030878268	WATER PURIFY RNTL UNIT-EOC	
			03D0032389744	WATER PURIFY RNTL UNIT-FIRE STN 99	
			03D0029648052	WATER PURIFY RNTL UNIT-FIRE STN 65	
			03D0029647971	WATER PURIFY RNTL UNIT-FIRE STN 2	
			03D0029647948	WATER PURIFY RNTL UNIT-FIRE STN 48	





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ARROWHEAD WATER	9137	04/29/2013	03D0029647914	WATER PURIFY RNTL UNIT-FIRE STN 6	\$412.41
			03D0029115110	WATER PURIFY RNTL UNIT-CITY YARD	
			03D0029115144	WATER PURIFY RNTL UNIT-LIBRARY	
			03D0029647997	WATER PURIFY RNTL UNIT-FIRE STN 58	
Remit to: LOUISVILLE, KY					<u>FYTD:</u> \$6,332.45
ARTISTIC MAINTENACE, INC	216814	04/15/2013	BL#19039-YR2013	REFUND OF OVERPAYMENT FOR B/L#19039	\$64.56
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$64.56
ARTURO DELGADO	216837	04/15/2013	MV1121108021	REFUND-CITATION OVERPAYMENT	\$407.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$407.50
ASSA ABLOY ENTRANCE SYSTEMS US, INC	216609	04/01/2013	BL#19612-YR2013	REFUND OF OVERPAYMENT FOR BL#19612	\$82.67
Remit to: MONROE, CA					<u>FYTD:</u> \$82.67
AT&T DIGITAL LIFE, INC	217004	04/29/2013	BL#26029-YR2013	REFUND OF OVERPAYMENT FOR B/L#26029	\$75.00
Remit to: NORTH PALM BEACH, FL					<u>FYTD:</u> \$75.00
AT&T MOBILITY	216555	04/01/2013	872455379X030613	MCC CELLULAR PHONE SVC-2/7/13-3/6/13	\$91.98
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$919.63
AT&T MOBILITY	216945	04/29/2013	872455379X040613	MCC CELLULAR PHONE SVC	\$91.82
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$919.63
AT&T/MCI	216556	04/01/2013	4190939	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE	\$184.92

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Remit to: CAROL STREAM, IL					<b>FYTD:</b> \$2,028.12
AT&T/MCI	216946	04/29/2013	4274231	LANDLINE PHONE SVC FOR GTF SATELLITE OFFICE	\$184.96
Remit to: CAROL STREAM, IL					<b>FYTD:</b> \$2,028.12
AUTOMATED GATE SERVICES, INC	216610	04/01/2013	BL#10931-YR2013	REFUND OF OVERPAYMENT FOR BL#10931	\$79.82
Remit to: CORONA, CA					<b>FYTD:</b> \$79.82
AUTOMATIC STOREFRONT SERVICE, INC.	216771	04/15/2013	0015430	INITIAL TRIP CHG-REPAIR AUTOMATIC DOOR-LIBRARY	\$157.00
Remit to: CHINO, CA					<b>FYTD:</b> \$1,638.00
AUTOMATIC STOREFRONT SERVICE, INC.	216947	04/29/2013	0015549	REPAIRED AUTOMATIC FRONT DOOR-LIBRARY	\$1,481.00
Remit to: CHINO, CA					<b>FYTD:</b> \$1,638.00
AYALA, NANNERL A.	216802	04/15/2013	4/3/13 MILEAGE	MILEAGE REIMBURSEMENT	\$23.73
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$524.32
BACHER, GRACE	216684	04/08/2013	130401	RETIREE MED APR '13	\$255.43
Remit to: HEMET, CA					<b>FYTD:</b> \$2,615.37
BAUTISTA, JOSEPH C.	8950	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: FONTANA, CA					<b>FYTD:</b> \$2,868.57
BEACON ECONOMICS, LLC	216861	04/22/2013	2223	ECONOMIC IMPACT & DEMOGRAPHIC ANALYSIS-INITIAL INVOICE	\$16,200.00
			2248	ECONOMIC IMPACT & DEMOGRAPHIC ANALYSIS-FINAL INVOICE	



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Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$16,200.00
BECKY PLAYMAN	217046	04/29/2013	R13-059795	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
BELMUDES, DEBRA	8951	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,274.92
BEMUS LANDSCAPE, INC.	8912	04/08/2013	240452	LANDSCAPE MAINT-LIBRARY	\$16,978.63
			240453	LANDSCAPE MAINT-MVU	
			240454	LANDSCAPE MAINT-TOWNGATE CNTR	
			240455	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	
			240456	LANDSCAPE MAINT-MVU SUBSTN	
			240457	LANDSCAPE MAINT-PSB	
			240459	LANDSCAPE MAINT-CITY HALL	
			240458	LANDSCAPE MAINT-ANIMAL SVCS	
			240450	LANDSCAPE MAINT-FORMER STARS BLDG	
			240449	LANDSCAPE MAINT-CITY YARD	
			240460	LANDSCAPE MAINT-FIRE STNS	
			240437	LANDSCAPE MAINT-S AQDCT B	
			240448	LANDSCAPE MAINT-ANNEX 1	
			240447	LANDSCAPE MAINT-VETERANS MEMORIAL	
			240451	LANDSCAPE MAINT-CRC	
			240445	LANDSCAPE MAINT-S AQDCT A	
			240444	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT	

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BEMUS LANDSCAPE, INC.	8912	04/08/2013	240443	LANDSCAPE MAINT-BAY/JFK AQDCT	\$16,978.63
			240442	LANDSCAPE MAINT-PATRIOT PARK	
			240441	LANDSCAPE MAINT-SCE/OLD LAKE DR	
			240440	LANDSCAPE MAINT-SENIOR CNTR	
			240439	LANDSCAPE MAINT-PAN AM/AQDCT LANDSCAPE MAINT	
			240438	LANDSCAPE MAINT-N AQDCT	

Remit to: SAN CLEMENTE, CA

FYTD: \$184,192.36

BEMUS LANDSCAPE, INC.	9082	04/22/2013	241605	LANDSCAPE MAINT-FIRE STNS	\$4,174.30
			241604	LANDSCAPE MAINT-CITY HALL	
			241592	LANDSCAPE MAINT-VETERANS MEMORIAL	
			241593	LANDSCAPE MAINT-ANNEX 1	

Remit to: SAN CLEMENTE, CA

FYTD: \$184,192.36

BEMUS LANDSCAPE, INC.	9138	04/29/2013	241595	LANDSCAPE MAINT-FORMER STARS BLDG	\$12,804.33
			241583	LANDSCAPE MAINT-N AQDCT	
			241603	LANDSCAPE MAINT-ANIMAL SVCS	
			241602	LANDSCAPE MAINT-PSB	
			241601	LANDSCAPE MAINT-MVU SUBSTN	
			241600	LANDSCAPE MAINT-TOWNGATE BIKE AQDCT	
			241599	LANDSCAPE MAINT-TOWNGATE CNTR	
			241598	LANDSCAPE MAINT-MVU	
			241597	LANDSCAPE MAINT-LIBRARY	
			241596	LANDSCAPE MAINT-CRC	
			241594	LANDSCAPE MAINT-CITY YARD	



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BEMUS LANDSCAPE, INC.	9138	04/29/2013	241590	LANDSCAPE MAINT-S AQDCT A	\$12,804.33
			241589	LANDSCAPE MAINT-INDIAN/FILAREE/FAY BIKE AQDCT	
			241588	LANDSCAPE MAINT-BAY/JFK AQDCT	
			241587	LANDSCAPE MAINT-PATRIOT PARK	
			241586	LANDSCAPE MAINT-SCE/OLD LAKE DR	
			241584	LANDSCAPE MAINT-PAN AM/AQDCT	
			241582	LANDSCAPE MAINT-S AQDCT B	
			241585	LANDSCAPE MAINT-SENIOR CNTR	
Remit to: SAN CLEMENTE, CA					<b>FYTD: \$184,192.36</b>
BEN FU	217021	04/29/2013	R13-058465	AS REFUND-RABIES DEP	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$20.00</b>
BENESYST	9022	04/15/2013	0313147	FSA ADMIN COSTS	\$416.64
			0313286	COBRA ADMIN FEE	
Remit to: MINNEAPOLIS, MN					<b>FYTD: \$4,496.28</b>
BERNARDO REYES	216931	04/22/2013	1030846	REFUND FOR TOWNGATE	\$200.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$200.00</b>
BEST CALIFORNIA GAS, LTD. #353	217006	04/29/2013	BL#06625-YR2013	REFUND OF OVERPAYMENT FOR B/L#06625	\$62.87
Remit to: SANTA FE SPRINGS, CA					<b>FYTD: \$62.87</b>
BEST, BEST & KRIEGER, LLP	9008	04/08/2013	697960	LEGAL SVCS	\$67.50
Remit to: RIVERSIDE, CA					<b>FYTD: \$7,482.50</b>

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BEST, BEST & KRIEGER, LLP	9139	04/29/2013	700042	LEGAL SVCS	\$1,440.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$7,482.50</b>
BESTWAY LAUNDRY SOLUTIONS, INC.	216639	04/08/2013	1259703	COMMERCIAL WASHER REPAIRS-ANIMAL SVCS	\$358.94
Remit to: CORONA, CA					<b>FYTD: \$358.94</b>
BIO-TOX LABORATORIES	216772	04/15/2013	26518	BLOOD DRAW TOXICOLOGY ANALYSIS	\$13,925.59
			26519	BLOOD DRAW TOXICOLOGY ANALYSIS	
			26510	BLOOD DRAW TOXICOLOGY ANALYSIS	
Remit to: RIVERSIDE, CA					<b>FYTD: \$111,872.20</b>
BLAIR, CHERYL	216916	04/22/2013	APR-2013	INSTRUCTOR SVCS-BELLY DANCING CLASS	\$81.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$297.00</b>
BMI	216640	04/08/2013	23303134	ANNUAL MUSIC LICENSE-INV#7729277	\$1,277.00
Remit to: NASHVILLE, TN					<b>FYTD: \$1,277.00</b>
BOB'S BIG BOY	216815	04/15/2013	BL#21764-2013	REFUND OF OVERPAYMENT FOR B/L#21764	\$358.54
Remit to: SAN DIEGO, CA					<b>FYTD: \$358.54</b>
BOX SPRINGS MUTUAL WATER COMPANY	216641	04/08/2013	03272013	WATER USAGE ACCOUNT 721-1 - ZONE E-1	\$77.46
Remit to: MORENO VALLEY, CA					<b>FYTD: \$451.50</b>
BRAUN BLAISING MCLAUGHLIN	216642	04/08/2013	14562	LEGAL SVCS-STREETLIGHT RATE CASE-CASL	\$3,916.63
			14582	LEGAL SVCS-STREETLIGHT RATE CASE-CASL	



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BRAUN BLAISING MCLAUGHLIN	216642	04/08/2013	14581	LEGAL SVCS-MVU	\$3,916.63
Remit to: SACRAMENTO, CA					<b>FYTD: \$55,930.74</b>
BROADSTONE OVERLOOK APARTMENTS	216611	04/01/2013	BL#17423-YR2013	REFUND OF OVERPAYMENT FOR BL#17423	\$211.84
Remit to: MORENO VALLEY, CA					<b>FYTD: \$211.84</b>
BRODART CO.	8880	04/01/2013	B2726285	MISC BOOKS-LIBRARY	\$221.50
			B2731628	MISC BOOKS-LIBRARY	
			B2733461	MISC BOOKS-LIBRARY	
Remit to: WILLIAMSPORT, PA					<b>FYTD: \$20,614.42</b>
BRODART CO.	9023	04/15/2013	B2714647	MISC BOOKS-LIBRARY	\$998.32
			B2719572	MISC BOOKS-LIBRARY	
			B2718011	MISC BOOKS-LIBRARY	
			B2716329	MISC BOOKS-LIBRARY	
			B2695783	MISC BOOKS-LIBRARY	
			B2706997	MISC BOOKS-LIBRARY	
			B2742256	MISC BOOKS-LIBRARY	
			B2740849	MISC BOOKS-LIBRARY	
			B2737182	MISC BOOKS-LIBRARY	
			B2736638	MISC BOOKS-LIBRARY	
			B2718007	MISC BOOKS-LIBRARY	
Remit to: WILLIAMSPORT, PA					<b>FYTD: \$20,614.42</b>
BRODART CO.	9024	04/15/2013	B2711518	MISC BOOKS-LIBRARY	\$287.59

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Remit to: COLUMBUS, OH					<b>FYTD: \$20,614.42</b>
BRODART CO.	9083	04/22/2013	B2759851	MISC BOOKS-LIBRARY	\$2,986.50
			B2753175	MISC BOOKS-LIBRARY	
			B2764929	MISC BOOKS-LIBRARY	
			B2767121	MISC BOOKS-LIBRARY	
			B2761118	MISC BOOKS-LIBRARY	
			B2769286	MISC BOOKS-LIBRARY	
			B2758105	MISC BOOKS-LIBRARY	
			B2756336	MISC BOOKS-LIBRARY	
			B2752068	MISC BOOKS-LIBRARY	
			B2748005	MISC BOOKS-LIBRARY	
			B2744472	MISC BOOKS-LIBRARY	
			B2744463	MISC BOOKS-LIBRARY	
			B2742440	MISC BOOKS-LIBRARY	
			B2731367	MISC BOOKS-LIBRARY	
			B2729791	MISC BOOKS-LIBRARY	
			B2762938	MISC BOOKS-LIBRARY	
			B2752089	MISC BOOKS-LIBRARY	
Remit to: WILLIAMSPORT, PA					<b>FYTD: \$20,614.42</b>
BROOKS, TAMMY	216599	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE	\$517.44
Remit to: MORENO VALLEY, CA					<b>FYTD: \$517.44</b>
BUCKINGHAM, STAN	216685	04/08/2013	130401	RETIREE MED APR '13	\$318.73





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Remit to: TEMECULA, CA					<b>FYTD:</b> \$2,868.57
BY HIS DESIGN, INC	216862	04/22/2013	5448	YOUTH/ADULT SPORT UNIFORMS-RECREATION	\$10.00
Remit to: SAN JACINTO, CA					<b>FYTD:</b> \$1,112.03
C P CONSTRUCTION CO., INC.	216557	04/01/2013	1613RETN	CONSTRUCTION RETENTION RELEASE - CORPORATE YARD SEWER IMPRV.	\$10,929.75
Remit to: ONTARIO, CA					<b>FYTD:</b> \$218,594.86
CAIN, GREGORY	8952	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: TAMPA, FL					<b>FYTD:</b> \$2,868.57
CALIFORNIA BRIGHT DENTAL	217010	04/29/2013	BL#23245-YR2013	REFUND OF OVERPAYMENT FOR BL#23245	\$75.04
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.04
CALIFORNIA BUILDING STANDARDS COMMISSION	216773	04/15/2013	1ST QTR 2013	SB1473 FEES COLLECTED FOR 1/1-3/31/13	\$1,853.10
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$4,739.40
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	216949	04/29/2013	1578	CMUA 81ST ANNUAL CONFERENCE (APRIL 9-11, 2013)- WEDNESDAY LUNCH	\$55.00
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$7,322.00
CALI'S NAILS & SKIN CARE	216816	04/15/2013	BL#19966-YR2013	REFUND OF OVERPAYMENT FOR BL#19966	\$98.29
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$98.29
CALVARY CHAPEL OF MORENO VALLEY	217011	04/29/2013	RCT#0321489	REFUND-RENTAL DEPOSIT FOR MOBILE STAGE UNIT	\$100.00

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
CAMERON CARREON	217012	04/29/2013	R13-058181	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$20.00
CANNON, ANA M.	8953	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: HASLET, TX					<u>FYTD:</u> \$2,868.57
CANON SOLUTIONS AMERICA, INC.	9084	04/22/2013	122109658	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4	\$1,080.00
			122109653	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4	
			122109654	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4	
			122109655	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4	
			122109656	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4	
			122109657	COPIER RELOCATION-FROM CITY HALL TO ANNEX 4	
Remit to: BURLINGTON, NJ					<u>FYTD:</u> \$78,973.46
CAROLE KNOX	217036	04/29/2013	R13-059263	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
CASA FOR RIVERSIDE COUNTY, INC.	9085	04/22/2013	JULY 2012	CASA REIMBURSEMENT-CDBG	\$1,174.21
Remit to: INDIO, CA					<u>FYTD:</u> \$1,433.60
CATHOLIC CHARITIES	216936	04/22/2013	JULY-DEC 2012	CATHOLIC CHARITIES REIMBURSEMENT-CDBG	\$10,465.39
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$10,465.39



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CEMEX	216774	04/15/2013	9425650466	PORTLAND CEMENT-MAIN/OP'S	\$782.75
Remit to: PASADENA, CA					<b>FYTD: \$18,566.93</b>
CEMEX	216863	04/22/2013	9425779428	PURCHASE PORTLAND CEMENT-MAIN/OP'S	\$2,157.80
			9425541759	PURCHASE PORTLAND CEMENT-MAIN/OP'S	
			9425673704	PURCHASE PORTLAND CEMENT-MAIN/OP'S	
			9425730247	PURCHASE PORTLAND CEMENT-MAIN/OP'S	
			9425771449	PURCHASE PORTLAND CEMENT-MAIN/OP'S	
Remit to: PASADENA, CA					<b>FYTD: \$18,566.93</b>
CENTERPOINTE BUSINESS PARK PROPERTY O.A.	217013	04/29/2013	PA04-0063	TRUST ACCT DEPOSIT PARTIAL REFUND	\$15,000.00
Remit to: TUSTIN, CA					<b>FYTD: \$15,000.00</b>
CENTRAL CITY ENTERPRISES	217014	04/29/2013	BL#01400-YR2013	REFUND OF OVERPAYMENT FOR BL#01400	\$67.75
Remit to: RIVERSIDE, CA					<b>FYTD: \$67.75</b>
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0312111	PRE-EMPLOYMENT PHYSICAL	\$1,093.50
			04-0311044	PRE-EMPLOYMENT PHYSICAL	
			04-0311053	PRE-EMPLOYMENT PHYSICAL	
			04-0311052	PRE-EMPLOYMENT PHYSICAL	
			04-0311054	PRE-EMPLOYMENT PHYSICAL	
			04-0311055	PRE-EMPLOYMENT PHYSICAL	
			04-0311060	PRE-EMPLOYMENT PHYSICAL	
			04-0311045	PRE-EMPLOYMENT PHYSICAL	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0311043	PRE-EMPLOYMENT PHYSICAL	\$1,093.50
			04-0311047	PRE-EMPLOYMENT PHYSICAL	
			04-0312026	PRE-EMPLOYMENT PHYSICAL	
			04-0311061	PRE-EMPLOYMENT PHYSICAL	
			01-0323636	PRE-EMPLOYMENT PHYSICAL	
			04-0310993	PRE-EMPLOYMENT PHYSICAL	
			04-0312110	PRE-EMPLOYMENT PHYSICAL	
			04-0311878	PRE-EMPLOYMENT PHYSICAL	
			04-0311059	PRE-EMPLOYMENT PHYSICAL	
			04-0312025	PRE-EMPLOYMENT PHYSICAL	
			04-0310996	PRE-EMPLOYMENT PHYSICAL	
			01-0323614	PRE-EMPLOYMENT PHYSICAL	
			04-0310997	PRE-EMPLOYMENT PHYSICAL	
			04-0309471	PRE-EMPLOYMENT PHYSICAL	
			04-0310992	PRE-EMPLOYMENT PHYSICAL	
			01-0323613	PRE-EMPLOYMENT PHYSICAL	
			01-0323612	PRE-EMPLOYMENT PHYSICAL	
			04-0311042	PRE-EMPLOYMENT PHYSICAL	
			04-0311075	PRE-EMPLOYMENT PHYSICAL	
			04-0311041	PRE-EMPLOYMENT PHYSICAL	
			04-0311040	PRE-EMPLOYMENT PHYSICAL	
			04-0311076	PRE-EMPLOYMENT PHYSICAL	
			04-0311077	PRE-EMPLOYMENT PHYSICAL	
			04-0311078	PRE-EMPLOYMENT PHYSICAL	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	216775	04/15/2013	04-0311058	PRE-EMPLOYMENT PHYSICAL	\$1,093.50
			04-0311039	PRE-EMPLOYMENT PHYSICAL	
Remit to: RIVERSIDE, CA					<b>FYTD: \$9,071.00</b>
CERTIFIED CREDIT REPORTING, INC	216864	04/22/2013	109133	CREDIT REPORT SVCS-NP	\$39.60
Remit to: ONTARIO, CA					<b>FYTD: \$136.32</b>
CHANCY, CHIZURU	216708	04/08/2013	MAR-2013	INSTRUCTOR SVCS-HAWAIIAN DANCE CLASSES	\$168.60
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,332.00</b>
CHAPMAN, STEVE	216686	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: REDLANDS, CA					<b>FYTD: \$2,868.57</b>
CHAPPELL, ISAAC	8954	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,868.57</b>
CHARLENE GOFF	216732	04/08/2013	R13-060493	AS REFUND-LIC 1 SN	\$15.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$15.00</b>
CHICAGO TITLE COMPANY	216817	04/15/2013	B1101195	REFUND-BLDG PERMIT OVERPAYMENT	\$187.00
Remit to: SAN BERNARDINO, CA					<b>FYTD: \$187.00</b>
CHRIS J. BRADLEY	217008	04/29/2013	CK#2345	REISSUE UNCLAIMED CK#2345 DTD 8/10/09	\$71.24
Remit to: PERRIS, CA					<b>FYTD: \$71.24</b>
CHRISTINA VALLE	217072	04/29/2013	1024690	REFUND FOR DRUMS CLASS	\$52.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: PERRIS, CA					<u>FYTD:</u> \$52.00
CINTAS CORPORATION	8881	04/01/2013	150796751	UNIFORM RNTL SVC-ST MAINT	\$336.17
			150801297	UNIFORM RNTL SVC-FACILITIES	
			150796752	UNIFORM RNTL SVC-CONCRETE MAINT	
			150801287	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150801288	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150796747	UNIFORM RNTL SVC-ST TREE MAINT	
			150796749	UNIFORM RNTL SVC-ST SWEEPING	
			150796750	UNIFORM RNTL SVC-DRAIN MAINT	
			150796745	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150796746	UNIFORM RNTL SVC-VEHICLE MAINT	
			150796754	UNIFORM RNTL SVC-GOLF COURSE	
			150796748	UNIFORM RNTL SVC-CFD #1	
			150796741	UNIFORM RNTL SVC-PARK MAINT	
			150796742	UNIFORM RNTL SVC-PURCHASING	
			150792184	UNIFORM RNTL SVC-PURCHASING	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$14,574.13
CINTAS CORPORATION	8913	04/08/2013	150810344	UNIFORM RNTL SVC-ST SIGNS/STRIPING	\$772.71
			150805878	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150805879	UNIFORM RNTL SVC-VEHICLE MAINT	
			150805880	UNIFORM RNTL SVC-ST TREE MAINT	
			150805882	UNIFORM RNTL SVC-ST SWEEPING	
			150805883	UNIFORM RNTL SVC-DRAIN MAINT	



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CINTAS CORPORATION	8913	04/08/2013	150805884	UNIFORM RNTL SVC-ST MAINT	\$772.71
			150805885	UNIFORM RNTL SVC-CONCRETE MAINT	
			150805877	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150810343	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150801295	UNIFORM RNTL SVC-ST MAINT	
			150796753	UNIFORM RNTL SVC-FACILITIES	
			150801294	UNIFORM RNTL SVC-DRAIN MAINT	
			150801285	UNIFORM RNTL SVC-PARK MAINT	
			150801292	UNIFORM RNTL SVC-CFD #1	
			150801298	UNIFORM RNTL SVC-GOLF COURSE	
			150801289	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150801290	UNIFORM RNTL SVC-VEHICLE MAINT	
			150805886	UNIFORM RNTL SVC-FACILITIES	
			150801293	UNIFORM RNTL SVC-ST SWEEPING	
			150805876	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150801296	UNIFORM RNTL SVC-CONCRETE MAINT	
			150801291	UNIFORM RNTL SVC-ST TREE MAINT	

Remit to: ONTARIO, CA

FYTD: \$14,574.13

CINTAS CORPORATION	9025	04/15/2013	150814839	UNIFORM RNTL SVC-TRAFFIC SIGNAL	\$224.74
			150765046	UNIFORM RNTL SVC-FACILITIES	
			150814849	UNIFORM RNTL SVC-FACILITIES	
			150810354	UNIFORM RNTL SVC-GOLF COURSE	
			150814840	UNIFORM RNTL SVC-ST SIGNS/STRIPING	

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CINTAS CORPORATION	9025	04/15/2013	150810348	UNIFORM RNTL SVC-CFD #1	\$224.74
			150810353	UNIFORM RNTL SVC-FACILITIES	
			150805887	UNIFORM RNTL SVC-GOLF COURSE	
			150805881	UNIFORM RNTL SVC-CFD #1	
			150810341	UNIFORM RNTL SVC-PARK MAINT	
			150805874	UNIFORM RNTL SVC-PARK MAINT	

Remit to: ONTARIO, CA

FYTD: \$14,574.13

CINTAS CORPORATION	9086	04/22/2013	150819296	UNIFORM RNTL SVC-VEHICLE MAINT	\$997.46
			150814846	UNIFORM RNTL SVC-DRAIN MAINT	
			150801286	UNIFORM RNTL SVC-PURCHASING	
			150814848	UNIFORM RNTL SVC-CONCRETE MAINT	
			150819291	UNIFORM RNTL SVC-PARK MAINT	
			150819298	UNIFORM RNTL SVC-CFD #1	
			150819304	UNIFORM RNTL SVC-GOLF COURSE	
			150819293	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150814843	UNIFORM RNTL SVC-ST TREE MAINT	
			150819295	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150814845	UNIFORM RNTL SVC-ST SWEEPING	
			150819297	UNIFORM RNTL SVC-ST TREE MAINT	
			150819299	UNIFORM RNTL SVC-ST SWEEPING	
			150819300	UNIFORM RNTL SVC-DRAIN MAINT	
			150819301	UNIFORM RNTL SVC-ST MAINT	
			150819302	UNIFORM RNTL SVC-CONCRETE MAINT	





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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CINTAS CORPORATION	9086	04/22/2013	150819294	UNIFORM RNTL SVC-ST SIGNS/STRIPING	\$997.46
			150814837	UNIFORM RNTL SVC-PARK MAINT	
			150805875	UNIFORM RNTL SVC-PURCHASING	
			150814847	UNIFORM RNTL SVC-ST MAINT	
			150814838	UNIFORM RNTL SVC-PURCHASING	
			150814842	UNIFORM RNTL SVC-VEHICLE MAINT	
			150814844	UNIFORM RNTL SVC-CFD #1	
			150814850	UNIFORM RNTL SVC-GOLF COURSE	
			150810345	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150810347	UNIFORM RNTL SVC-ST TREE MAINT	
			150810349	UNIFORM RNTL SVC-ST SWEEPING	
			150810350	UNIFORM RNTL SVC-DRAIN MAINT	
			150810351	UNIFORM RNTL SVC-ST MAINT	
			150810352	UNIFORM RNTL SVC-CONCRETE MAINT	
			150814841	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150810346	UNIFORM RNTL SVC-VEHICLE MAINT	
			150810342	UNIFORM RNTL SVC-PURCHASING	

Remit to: ONTARIO, CA

FYTD: \$14,574.13

CINTAS CORPORATION	9141	04/29/2013	150828255	UNIFORM RNTL SVC-ST SIGNS/STRIPING	\$381.26
			150832739	UNIFORM RNTL SVC-FACILITIES	
			150832729	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150832730	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150828252	UNIFORM RNTL SVC-PARK MAINT	

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CINTAS CORPORATION	9141	04/29/2013	150828259	UNIFORM RNTL SVC-CFD #1	\$381.26
			150828265	UNIFORM RNTL SVC-GOLF COURSE	
			150823821	UNIFORM RNTL SVC-PARK MAINT	
			150832734	UNIFORM RNTL SVC-CFD #1	
			150832727	UNIFORM RNTL SVC-PARK MAINT	
			150819303	UNIFORM RNTL SVC-FACILITIES	
			150828264	UNIFORM RNTL SVC-FACILITIES	
			150823834	UNIFORM RNTL SVC-GOLF COURSE	
			150823828	UNIFORM RNTL SVC-CFD #1	
			150828254	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150823824	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150823823	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150823833	UNIFORM RNTL SVC-FACILITIES	

Remit to: ONTARIO, CA FYTD: \$14,574.13

CIRCLE POINT	217015	04/29/2013	1026920	REFUND-EXCESS OF RENTAL-CRC	\$25.00
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Remit to: SACRAMENTO, CA FYTD: \$25.00

CITRUS BELT CHAPTER, I.C.C.	216558	04/01/2013	FY2012-13	MEMBERSHIP DUES-ANNE SCHNEIDER	\$25.00
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Remit to: SAN BERNARDINO, CA FYTD: \$25.00

CITY OF MORENO VALLEY VEBA TRUST	8882	04/01/2013	130321	EXEMPT VEBA	\$1,950.00
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Remit to: MORENO VALLEY, CA FYTD: \$165,717.53



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CITY OF MORENO VALLEY VEBA TRUST	9087	04/22/2013	130404	EXEMPT VEBA	\$9,036.29
			2013-00000025	4020 - EXEC VEBA*	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$165,717.53
CITY OF RIVERSIDE	216865	04/22/2013	00211000	SIX SHARED TRAFFIC SIGNAL COSTS-12/27/11-6/27/12	\$11,862.72
			00211455	SIX SHARED TRAFFIC SIGNAL COSTS-6/28/12-12/8/12	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$11,862.72
CITY OF TUSTIN	216559	04/01/2013	03182013	MEMBERSHIP-2013 CALPACS	\$275.00
Remit to: TUSTIN, CA					<b>FYTD:</b> \$275.00
CIVIL SOURCE, INC.	216776	04/15/2013	1041-306-1	PLAN CHECK SVCS-PM 36207	\$1,637.50
Remit to: IRVINE, CA					<b>FYTD:</b> \$44,457.50
CLINICA MEDICA PARA TODOS	216818	04/15/2013	BL#12532-2013	REFUND OF OVERPAYMENT FOR B/L#12532	\$70.62
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$70.62
COLLINS, COLLINS, MUIR & STEWART, LLP	216950	04/29/2013	181770	LEGAL SVCS-CASE #MV1219	\$316.75
Remit to: SOUTH PASADENA, CA					<b>FYTD:</b> \$16,745.95
COLONIAL SUPPLEMENTAL INSURANCE	216600	04/01/2013	7133069-0401521	SUPPLEMENTAL INSURANCE	\$7,305.81
Remit to: COLUMBIA, SC					<b>FYTD:</b> \$64,360.21
COMMUNITY ASSISTANCE PROGRAM - CAP	9088	04/22/2013	JAN 2013	CAP FOOD PROGRAM-CDBG	\$2,522.64

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Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$22,005.43
COMMUNITY CONNECT	216866	04/22/2013	NOV-2012	211 CALL CENTER INFO/REFERRAL	\$2,109.32
			DEC-2012	211 CALL CENTER INFO/REFERRAL	
			JAN-2013	211 CALL CENTER INFO/REFERRAL	
			FEB-2013	211 CALL CENTER INFO/ REFERRAL	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$4,206.46
COMMUNITY HEALTH CHARITIES	216560	04/01/2013	130321	CHC CONTRIBUTIONS	\$94.00
Remit to: COSTA MESA, CA					<b>FYTD:</b> \$4,298.00
COMMUNITY HEALTH CHARITIES	216867	04/22/2013	2013-00000026	8725 - CH CHARITY	\$94.00
Remit to: COSTA MESA, CA					<b>FYTD:</b> \$4,298.00
COMMUNITY HEALTH CHARITIES	216912	04/22/2013	2013-00000004	8725 - CH CHARITY	\$94.00
Remit to: COSTA MESA, CA					<b>FYTD:</b> \$4,298.00
COMPEX LEGAL SERVICES, INC.	216561	04/01/2013	19807714	DEFENSE COSTS-KATELYN BALVANEDA	\$128.70
Remit to: TORRANCE, CA					<b>FYTD:</b> \$2,283.42
CONTINENTAL WESTERN TRANSPORTATION	216868	04/22/2013	0104784-IN	ASPHALTIC MATERIAL-SURFACE RECYCLING-MAIN/OPS	\$4,595.71
Remit to: SAN DIEGO, CA					<b>FYTD:</b> \$9,665.11
CONTINUING EDUCATION OF THE BAR	216777	04/15/2013	10121834	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIB.	\$354.86
			10115620	BOOKS/PUBLICATIONS-LAW LIBRARY	



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Remit to: OAKLAND, CA					<b>FYTD:</b> \$1,626.57
CONTINUING EDUCATION OF THE BAR	216951	04/29/2013	10126878	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIBRARY	\$211.18
Remit to: OAKLAND, CA					<b>FYTD:</b> \$1,626.57
CONTRACT CARPET CORP	216612	04/01/2013	BL#14603-YR2013	REFUND OF OVERPAYMENT FOR BL#14603	\$79.19
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$79.19
CONTRERAS, SANDRA E.	216991	04/29/2013	4/25/13 MILEAGE	MILEAGE REIMBURSEMENT - VISIO 2010 TRAINING CLASS/SAN DIEGO	\$90.15
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$306.60
COSTCO	216643	04/08/2013	19462	SNACK SUPPLIES FOR SKATE PARK	\$73.02
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$14,025.35
COSTCO	216869	04/22/2013	19490	MISC SUPPLIES-A CHILDS PLACE	\$1,791.81
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$14,025.35
COSTCO	216952	04/29/2013	19514	SNACK SUPPLIES FOR SKATE PARK	\$426.05
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$14,025.35
COUNSELING TEAM, THE	216562	04/01/2013	20892	EMPLOYEE ASSISTANCE PROGRAM-HR	\$1,250.00
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$15,600.00
COUNSELING TEAM, THE	216953	04/29/2013	20999	EMPLOYEE ASSISTANCE SVCS	\$1,250.00
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$15,600.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
COUNTRY SQUIRE ESTATES	216644	04/08/2013	FEB 2013	REFUND-UUT EXEMPT RESIDENTS	\$84.25
Remit to: ONTARIO, CA					<b>FYTD: \$934.50</b>
COUNTRY SQUIRE ESTATES	216778	04/15/2013	FEB 2013a MARCH 2013	REFUND-UUT EXEMPT RESIDENTS REFUND-UUT EXEMPT RESIDENTS	\$162.51
Remit to: ONTARIO, CA					<b>FYTD: \$934.50</b>
COUNTY OF RIVERSIDE - RMAP	216563	04/01/2013	9990023000-1301 9990170000-1302 9990170000-1301 9990023000-1302	VPN CONNECTION FOR CODE ENFORCEMENT VPN CONNECTION FOR CODE ENFORCEMENT VPN CONNECTION FOR CODE ENFORCEMENT VPN CONNECTION FOR CODE ENFORCEMENT	\$57.68
Remit to: RIVERSIDE, CA					<b>FYTD: \$602,504.18</b>
COUNTY OF RIVERSIDE - RMAP	216564	04/01/2013	APR8-12/PEARSON	REGISTR. FEE FOR MOTOR VEH. INSPECTION/T.C.I. COURSE	\$347.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$602,504.18</b>
COUNTY OF RIVERSIDE - RMAP	216565	04/01/2013	SH0000021020	LAW ENFORCEMENT SVCS/JAG GRANT 2010-EXTRA DUTY/RANCHO VERDE FTBL	\$2,960.38
Remit to: MORENO VALLEY, CA					<b>FYTD: \$602,504.18</b>
COUNTY OF RIVERSIDE - RMAP	216645	04/08/2013	9990085000-1302	RADIO COMM. SERVICES FOR PD MOTORCYCLES	\$983.50
Remit to: RIVERSIDE, CA					<b>FYTD: \$602,504.18</b>
COUNTY OF RIVERSIDE - RMAP	216646	04/08/2013	SH0000020818 SH0000020819	LAW ENFORCEMENT SVCS/JAG GRANT 2010 - BP #06 LAW ENFORCEMENT SVCS/JAG GRANT 2010 - BP #07	\$17,643.12
Remit to: MORENO VALLEY, CA					<b>FYTD: \$602,504.18</b>



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COUNTY OF RIVERSIDE - RMAP	216870	04/22/2013	SH0000021024	LAW ENFORCEMENT SVCS/JAG GRANT 2010-EXTRA DUTY/RANCHO VERDE BBAL	\$3,558.85
			SH0000021195	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-2/25/13	
			SH0000021196	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-2/26/13	
			SH0000021197	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-3/4/13	
			SH0000021198	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-3/5/13	
			SH0000021193	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SATURATION PATROL-2/16/13	
			SH0000021192	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF.-2/14/13	
			SH0000021194	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-2/18/13	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$602,504.18
COUNTY OF RIVERSIDE - RMAP	216992	04/29/2013	SH0000021314	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 3/1/13	\$8,495.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$602,504.18
COUNTY OF RIVERSIDE-BUILDING & SAFETY	216566	04/01/2013	02262013	COPIES OF COUNTY BUILDING RECORDS 7/1-12/31/12	\$61.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$70.00
COURTNEY HILL	216819	04/15/2013	7008307-02	SOLAR INCENTIVE REBATE	\$10,946.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$10,946.25
CREATIVE TOUCH INTERIOR	217016	04/29/2013	BL#01767-YR2013	REFUND OF OVERPAYMENT FOR B/L#01767	\$70.26

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: CASTLETON, IN					<u>FYTD:</u> \$70.26
CRIME SCENE STERI-CLEAN, LLC	216758	04/08/2013	31800	BIOHAZARD CLEANING SERVICES FOR PD - 1/30/13	\$750.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$7,500.00
CRYSTAL RIVERA	216748	04/08/2013	R13-058954	REFUND AS-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
CYCLERY USA - RIVERSIDE	216779	04/15/2013	031313184645	BICYCLE EQUIPMENT/ACCESSORIES-POP TEAM	\$734.31
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,463.09
D & D SERVICES DBA D & D DISPOSAL, INC.	216647	04/08/2013	21380	ANIMAL REMOVAL-ANIMAL SVCS	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$7,450.00
D & D SERVICES DBA D & D DISPOSAL, INC.	216954	04/29/2013	33153	DECEASED ANIMAL REMOVAL-ANIMAL SVCS	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$7,450.00
D&L DEVELOPMENT	216729	04/08/2013	BL#01861-YR2013	REFUND OF OVERPAYMENT FOR BL#01861	\$62.77
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.77
DALE, KATHLEEN	8955	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
DANIEL PERRINO	216846	04/15/2013	MVP63696	REFUND-CITATION PAYMENT	\$432.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$432.50





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DATA TICKET, INC.	8915	04/08/2013	45634	ADMIN CITATION PROCESSING-ANIMAL SVCS-FEB13	\$2,462.15
			45634TPC	THIRD PARTY COLLECTION SVCS-FEB13	
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$168,996.28</b>
DATA TICKET, INC.	9142	04/29/2013	46213TPC	THIRD PARTY COLLECTIONS-MAR13	\$511.92
			46214TPC	THIRD PARTY COLLECTIONS-B&S-MAR13	
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$168,996.28</b>
DATA TICKET, INC.	9143	04/29/2013	46216	ADMIN CITATION PROCESSING-PD-MAR13	\$4,637.80
			45688MS	MAINTENANCE/SUPPORT-FEB13	
			46213	ADMIN CITATION PROCESSING-ANIMAL SVCS-MAR13	
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$168,996.28</b>
DATAQUICK CORPORATE HEADQUARTERS	216780	04/15/2013	B1-2147725	ON-LINE SOFTWARE SUBCRIPTION-POP UNIT	\$130.50
Remit to: LOS ANGELES, CA					<b>FYTD: \$1,305.00</b>
DAVID BELL	217005	04/29/2013	R13-057850	AS REFUND-RABIES DEP	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$20.00</b>
DAVID MUSSER	216717	04/08/2013	MAR-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS	\$420.00
Remit to: MENIFEE, CA					<b>FYTD: \$4,284.00</b>
DAVID MUSSER	216996	04/29/2013	APR-2013	INSTRUCTOR SVCS-WATERCOLOR TECHNIQUE CLASS	\$336.00
Remit to: MENIFEE, CA					<b>FYTD: \$4,284.00</b>
DAVID RAMEY	217050	04/29/2013	R13-059816	AS REFUND-S/N DEPOSIT	\$75.00

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Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$75.00
DAVID TINKER	216917	04/22/2013	REIMB. 3/24-3/28	REIMBURSE LODGING COST DURING TRAINING-ORIG. CC CHARGE REJECTED	\$619.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$869.50
DAVID TURCH & ASSOCIATES	216781	04/15/2013	MAR. 2013 APR. 2013	FEDERAL LEGISLATIVE ADVOCATE SERVICES 3/1-3/31/13 FEDERAL LEGISLATIVE ADVOCATE SERVICES 4/1-4/30/13	\$8,333.34
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$41,666.70
DAVID W. MOORE	216845	04/15/2013	MV2120523010	REFUND-CITATION OVERPAYMENT	\$115.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$115.00
DEBINAIRE COMPANY	216955	04/29/2013	138870 139287	REBUILD BOILER CIRCULATING PUMP-PSB REPLACED BOILER PUMP/IMPELLER/3J INSERT-EOC	\$1,392.12
Remit to: CORONA, CA					<u>FYTD:</u> \$4,337.10
DELTA DENTAL OF CALIFORNIA	8883	04/01/2013	BE000516120	EMPLOYEE DENTAL INSURANCE	\$10,856.33
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$103,983.37
DELTACARE USA	216993	04/29/2013	5275187	EMPLOYEE DENTAL INSURANCE	\$5,533.43
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$56,643.00
DENNIS GRUBB & ASSOCIATES, LLC	8884	04/01/2013	1180	PLAN REVIEW SVCS-FIRE PREVENTION	\$4,075.00
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$107,440.00



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DENNIS GRUBB & ASSOCIATES, LLC	9026	04/15/2013	1182	PLAN REVIEW SVCS-FIRE PREVENTION	\$6,740.00
Remit to: MIRA LOMA, CA					<b>FYTD: \$107,440.00</b>
DENNIS GRUBB & ASSOCIATES, LLC	9090	04/22/2013	1184	PLAN REVIEW SVCS-FIRE PREVENTION	\$7,100.00
Remit to: MIRA LOMA, CA					<b>FYTD: \$107,440.00</b>
DEPARTMENT OF CONSERVATION	216710	04/08/2013	1ST QTR 2013	SMI FEES FOR 1/1/13-3/31/13	\$9,200.47
Remit to: SACRAMENTO, CA					<b>FYTD: \$19,039.70</b>
DIGITAL TELECOMMUNICATIONS CORP.	8885	04/01/2013	14406	VOICE AND DATA CABLING FOR ANNEX 1	\$1,872.00
Remit to: VAN NUYS, CA					<b>FYTD: \$19,968.00</b>
DIVERSIFIED REAL ESTATE SERVICES, INC	216613	04/01/2013	BL#11729-YR2013	REFUND OF OVERPAYMENT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$75.00</b>
DIVISION OF THE STATE ARCHITECT	216956	04/29/2013	1ST QTR 2013	STATE PORTION OF DISABILITY ACCESS & EDUC FEES 1/1-3/31/13	\$1,425.30
Remit to: SACRAMENTO, CA					<b>FYTD: \$1,425.30</b>
DLS LANDSCAPE, INC	8886	04/01/2013	13859	LANDSCAPE MAINT-ZONE A	\$12,390.00
			13858	LANDSCAPE MAINT-CFD #1	
Remit to: REDLANDS, CA					<b>FYTD: \$123,900.00</b>
DLS LANDSCAPE, INC	9144	04/29/2013	13917	LANDSCAPE MAINT-CFD #1	\$12,390.00
			13918	LANDSCAPE MAINT-ZONE A	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: REDLANDS, CA					<u>FYTD:</u> \$123,900.00
DMC DESIGN GROUP, INC	8916	04/08/2013	2013-029	CONSULTING SERVICES, ADMINISTRATIVE - CACTUS/NASON	\$3,629.50
Remit to: CORONA, CA					<u>FYTD:</u> \$110,233.01
DORY, ALLEEN F.	216687	04/08/2013	130401	RETIREE MED APR '13	\$146.32
Remit to: HEMET, CA					<u>FYTD:</u> \$2,914.03
DREXLER, DAVID	216803	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$250.00
DURAN, BLANCA	216711	04/08/2013	MAR-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS	\$147.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,449.00
DURAN, BLANCA	216994	04/29/2013	APR-2013	INSTRUCTOR SVCS-FOLKLORIC DANCE CLASS	\$126.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,449.00
E.R. BLOCK PLUMBING & HEATING, INC.	8887	04/01/2013	111692	BACKFLOW REPAIR-GATEWAY PARK	\$1,308.00
			111693	BACKFLOW REPAIR-PARK CONTRACT AREAS	
			111695	BACKFLOW REPAIR-GATEWAY PARK	
			111694	BACKFLOW REPAIR-PARK-WATERFORD WY	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$45,251.06
E.R. BLOCK PLUMBING & HEATING, INC.	8917	04/08/2013	111779	BACKFLOW DEVICE TESTS-VRS LOCATIONS	\$160.00
			111407	BACKFLOW DEVICE TESTS-ZONES D, M, NPDES	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RIVERSIDE, CA					<b>FYTD: \$45,251.06</b>
E.R. BLOCK PLUMBING & HEATING, INC.	9027	04/15/2013	111714	REPLACED STOLEN BACKFLOW-BETHUNE PARK	\$2,508.11
			111601	BACKFLOW DEVICE TESTS-FIRE STN 48	
			111593	BACKFLOW DEVICE TESTS-PSB	
			111591	BACKFLOW DEVICE TESTS-ANIMAL SVCS	
			111603	BACKFLOW DEVICE TESTS-VRS LOCATIONS	
			111858	BACKFLOW DEVICE TEST-MORGAN-CFD #1	
			111857	REPAIRED BACKFLOW DEVICE-BALBOA LN-PARKS	
			111629	BACKFLOW DEVICE TESTS-VRS LOCATIONS	
Remit to: RIVERSIDE, CA					<b>FYTD: \$45,251.06</b>
E.R. BLOCK PLUMBING & HEATING, INC.	9091	04/22/2013	111602	BACKFLOW DEVICE TEST-MVU FIELD OFFICE	\$20.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$45,251.06</b>
E.R. BLOCK PLUMBING & HEATING, INC.	9145	04/29/2013	111838	BACKFLOW DEVICE TESTS-VRS LOCATIONS-PARKS	\$223.30
			112053	REPAIRED BACKFLOW-MV COMMUNITY PARK	
			111592	BACKFLOW DEVICE TESTS-FIRE STN 91	
Remit to: RIVERSIDE, CA					<b>FYTD: \$45,251.06</b>
EASTERN MUNICIPAL WATER DISTRICT	216567	04/01/2013	MAR-13 4/1/13	WATER CHARGES	\$21,960.48
Remit to: PERRIS, CA					<b>FYTD: \$1,251,298.98</b>

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EASTERN MUNICIPAL WATER DISTRICT	216648	04/08/2013	MAR-13 4/8/13	WATER CHARGES	\$4,527.85
Remit to: PERRIS, CA					<b>FYTD:</b> \$1,251,298.98
EASY TURF, INC.	216763	04/08/2013	Q1129 Q1128	SYNTHETIC TURF AT MARCH SOCCER ARENA SYNTHETIC TURF AT TGCC	\$13,568.40
Remit to: VISTA, CA					<b>FYTD:</b> \$13,568.40
EBARISTO RAMIREZ	217052	04/29/2013	ACCT 7010605-04	SOLAR INCENTIVE REBATE	\$14,000.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$14,000.00
ECOLAB, INC	217017	04/29/2013	BL#02198-YR2013	REFUND OF OVERPAYMENT FOR BL#02198	\$72.45
Remit to: SAINT PAUL, MN					<b>FYTD:</b> \$72.45
EDGELANE MOBILE PARK	9028	04/15/2013	JAN 2013a	REFUND-UUT FOR EXEMPT RESIDENTS	\$18.13
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$146.11
EDNA RICE	216755	04/08/2013	1023244	REFUND-CANCELLED CONTRACT CLASS	\$42.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$42.00
EDWARD'S GLASS & ALUMINUM	217018	04/29/2013	BL#02221-YR2013	REFUND OF OVERPAYMENT FOR B/L#02221	\$93.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$93.00
EGGERSTEN, ANNE	216688	04/08/2013	130401	RETIREE MED APR '13	\$255.43
Remit to: RANCHO MIRAGE, CA					<b>FYTD:</b> \$2,623.87
EL SUPER #34	217019	04/29/2013	BL#22420-YR2013	REFUND OF OVERPAYMENT FOR BL#22420	\$300.87



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Remit to: PARAMOUNT, CA					<u>FYTD:</u> \$300.87
ELISA CONTRERAS	217069	04/29/2013	1019243	REFUND-CANCELLED CONTRACT CLASS	\$48.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$48.00
ELITE 88 CONSTRUCTION	216614	04/01/2013	BL#25241-YR2013	REFUND OF OVERPAYMENT FOR BL#25241	\$58.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$58.00
ELIZABETH MONTES	217041	04/29/2013	R13-059840	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
ELIZABETH RUBALCAVA	217056	04/29/2013	R13-059329	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
EMPLOYMENT DEVELOPMENT DEPARTMENT	9079	04/02/2013	S130401	DEPOSIT TO STATE ACCOUNT	\$500.00
Remit to: WEST SACRAMENTO, CA					<u>FYTD:</u> \$836,642.59
EMPLOYMENT DEVELOPMENT DEPARTMENT	9186	04/26/2013	2013-00000043	CA TAX - STATE TAX WITHHOLDING*	\$1,029.64
Remit to: WEST SACRAMENTO, CA					<u>FYTD:</u> \$836,642.59
ENCO UTILITY SERVICES MORENO VALLEY LLC	9146	04/29/2013	0402-MF-01443A	SOLAR METER INSTALLATION-28327 TRISTAN DR	\$633.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$2,158,084.83
ERICKSON-HALL CONSTRUCTION CO	216731	04/08/2013	BL#07931-YR2013	REFUND OF PAYMENT BUSINESS CLOSED FOR BL#07931	\$91.90

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Remit to: ESCONDIDO, CA					<u>FYTD:</u> \$91.90
ESGIL CORPORATION	9147	04/29/2013	03133346	PLAN CHECK SVCS-B&S-MAR13	\$487.50
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$3,862.57
EVANS ENGRAVING & AWARDS	8888	04/01/2013	21813-13	NAME PLATES	\$25.92
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,545.84
EVANS ENGRAVING & AWARDS	8919	04/08/2013	31113-5	PLAQUE-EMPLOYEE OF THE QTR	\$37.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,545.84
EVANS ENGRAVING & AWARDS	9093	04/22/2013	4032013-2	NAMEPLATE-TRANSPORTATION	\$12.96
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,545.84
EVELYN COLLETT	216727	04/08/2013	R13-058753	REF ADOPTION, INCLUDING VACCINES, LICENSE	\$66.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$66.00
EVELYN COLLETT	216728	04/08/2013	R13-059851	REFUND AS-PTS FEE	\$23.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$23.00
EVERLAST HOME ENERGY SOLUTIONS	216615	04/01/2013	BL#25171-YR2013	REFUND OF OVERPAYMENT FOR BL#25171	\$80.28
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$80.28
EXCEED	216712	04/08/2013	04202013	REGIS-ANNUAL AWARDS CELEB & DANCE-MAYOR OWINGS	\$20.00
Remit to: HEMET, CA					<u>FYTD:</u> \$20.00
EXCEL LANDSCAPE, INC	216649	04/08/2013	75769	LANDSCAPE IRRIGATION REPAIR-NPDES WQB	\$10,534.99





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EXCEL LANDSCAPE, INC	216649	04/08/2013	75770	LANDSCAPE IRRIGATION REPAIRS-ZONE E-7	\$10,534.99
			75847	LANDSCAPE MAINT-ZONE E-7	
			75854	LANDSCAPE MAINT-NPDES WQB	
Remit to: CORONA, CA					<b>FYTD: \$98,869.69</b>
EXCEL LANDSCAPE, INC	216782	04/15/2013	76069	LANDSCAPE IRRIGATION REPAIR-WQB	\$52.08
Remit to: CORONA, CA					<b>FYTD: \$98,869.69</b>
EXCEL LANDSCAPE, INC	216872	04/22/2013	76205	LANDSCAPE MAINT-NPDES WQB	\$10,102.95
			76198	LANDSCAPE MAINT-ZONE E-7	
Remit to: CORONA, CA					<b>FYTD: \$98,869.69</b>
FAIR HOUSING COUNCIL OF RIV CO, INC.	9094	04/22/2013	7 JAN 13 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM	\$9,623.08
			8 FEB 13 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM	
			7 JAN 13 (LM)	FORECLOSURE PREVENTION/LOSS MITIGATION-CDBG	
			8 FEB 13 (LM)	FORECLOSURE PREVENTION/LOSS MITIGATION-CDBG	
			7 JAN 13 (LT)	LANDLORD/TENANT MEDIATION PROGRAM-CDBG	
Remit to: RIVERSIDE, CA					<b>FYTD: \$51,991.18</b>
FAIRFIELD, CAROL	216689	04/08/2013	130401	MAR-MAY '13, PD APR '13	\$419.60
Remit to: RIVERSIDE, CA					<b>FYTD: \$1,057.06</b>
FAMILY FISH MARKET	216616	04/01/2013	BL#19188-YR2013	REFUND OF OVERPAYMENT FOR BL#19188	\$97.59
Remit to: MORENO VALLEY, CA					<b>FYTD: \$97.59</b>
FEENSTRA, JOHN	8956	04/08/2013	130401	RETIREE MED APR '13	\$361.25

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: REDLANDS, CA					<b>FYTD: \$3,251.25</b>
FEHR & PEERS	9095	04/22/2013	85984	PROFESSIONAL CONSULTANT SCVS-1/26/13-2/22/13	\$7,062.26
Remit to: RIVERSIDE, CA					<b>FYTD: \$14,843.89</b>
FIRST AMERICAN CORE LOGIC, INC.	217073	04/29/2013	80790572	REAL QUEST ONLINE PROPERTY SEARCH-CODE	\$640.00
			80790575	REAL QUEST ONLINE PROPERTY SEARCH-CODE	
Remit to: SANTA ANA, CA					<b>FYTD: \$6,400.00</b>
FIRST CHOICE SERVICES	9029	04/15/2013	521826	EMPLOYEE PAID COFFEE SVC-CITY HALL	\$359.81
			521816	EMPLOYEE PAID COFFEE SVC-CITY YARD	
Remit to: ONTARIO, CA					<b>FYTD: \$7,472.96</b>
FIRST CHOICE SERVICES	9148	04/29/2013	523404	EMPLOYEE PAID COFFEE SVC-CITY HALL	\$664.06
			521827	EMPLOYEE PAID COFFEE SVC-CITY HALL	
			524030	EMPLOYEE PAID COFFEE SVC-CITY HALL	
			523403	EMPLOYEE PAID COFFEE SVC-CITY HALL	
			521824	EMPLOYEE PAID COFFEE SVC-CITY HALL	
			821243	EMPLOYEE PAID COFFEE SVC-CITY HALL	
			520287	EMPLOYEE PAID COFFEE SVC-TS ANNEX	
			521825	EMPLOYEE PAID COFFEE SVC-CITY HALL	
Remit to: ONTARIO, CA					<b>FYTD: \$7,472.96</b>
FITNESS 19 CA 155 11C	216568	04/01/2013	130321	GYM MEMBERSHIP DEDUCTIONS	\$199.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,998.00</b>



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FITNESS 19 CA 155 11C	216873	04/22/2013	2013-00000027	8730 - GYM MEMBERSHIP*	\$205.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,998.00</b>
FOSTER, NANCY A.	8957	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: GRASS VALLEY, CA					<b>FYTD: \$2,868.57</b>
FOSTER, ZACHARY F.	8958	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: GRASS VALLEY, CA					<b>FYTD: \$2,231.11</b>
FRANCHISE TAX BOARD	216569	04/01/2013	130321	GARNISHMENT	\$412.03
Remit to: SACRAMENTO, CA					<b>FYTD: \$6,621.59</b>
FRANCHISE TAX BOARD	216874	04/22/2013	2013-00000036	1015 - GARNISHMENT - CREDITOR %	\$290.00
Remit to: SACRAMENTO, CA					<b>FYTD: \$6,621.59</b>
FRANCHISE TAX BOARD	216913	04/22/2013	2013-00000005	1015 - GARNISHMENT - CREDITOR %*	\$411.03
Remit to: SACRAMENTO, CA					<b>FYTD: \$6,621.59</b>
FRANKLIN, L. C.	216713	04/08/2013	MAR-13 MILEAGE	MILEAGE REIMBURSEMENT	\$162.72
Remit to: PERRIS, CA					<b>FYTD: \$1,559.75</b>
FRAZEE INDUSTRIES, INC	216650	04/08/2013	9530501080511	GRAFFITI REMOVAL PRODUCTST	\$1,925.51
			9530501081400	GRAFFITI REMOVAL PRODUCTS	
			9530501082950	GRAFFITI REMOVAL PRODUCTS	
			9530501089380	GRAFFITI REMOVAL PRODUCTS	
			9530501089540	GRAFFITI REMOVAL PRODUCTS	
			9530501077700	GRAFFITI REMOVAL PRODUCTS	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$6,515.01
FRESQUEZ, HANNAH	216875	04/22/2013	040713	SPORTS OFFICIATING SERVICES-SOFTBALL	\$40.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$360.00
FRESQUEZ, JOHN	216876	04/22/2013	040713	SPORTS OFFICIATING SERVICES-SOFTBALL	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,520.00
FRIENDS OF THE MV SENIOR CENTER	9096	04/22/2013	2012-2013-1	EXPENSES FOR JUL-SEPT 2012/CDBG PROG SVCS	\$8,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$36,500.00
GALLEGOS, TINA M.	216601	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE	\$248.50
Remit to: PERRIS, CA					<u>FYTD:</u> \$248.50
GALLS INC., INLAND UNIFORM	9149	04/29/2013	307581	UNIFORM REPLACEMENT-SET	\$426.38
			261527	UNIFORM REPLACEMENT-POP UNIT	
Remit to: PASADENA, CA					<u>FYTD:</u> \$4,733.04
GALLS INC., INLAND UNIFORM	216932	04/22/2013	261548	UNIFORM PURCHASE/REPLACEMENT-POP UNIT	\$493.43
			306419	UNIFORM REPLACEMENT-TRAFFIC UNIT	
Remit to: PASADENA, CA					<u>FYTD:</u> \$4,733.04
GENERAL SECURITY SERVICES, INC.	9030	04/15/2013	173477	SECURITY SVCS-LIBRARY 3/24-3/30/13	\$122.72
Remit to: WILMINGTON, CA					<u>FYTD:</u> \$42,553.17



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GENERAL SECURITY SERVICES, INC.	9097	04/22/2013	173551	SECURITY SVCS-LIBRARY-4/2-4/6/13	\$1,135.16
			173476	SECURITY SVCS-CRC 3/24-3/30/13	
			173454	SECURITY SVCS-CRC SPECIAL EVENTS 3/29/13	
			173408	SECURITY SVCS-CRC 3/17-3/23/13	
Remit to: WILMINGTON, CA					<b>FYTD: \$42,553.17</b>
GENERAL SECURITY SERVICES, INC.	216651	04/08/2013	173231	SECURITY SVCS-LIBRARY (2/24-3/2/13)	\$2,040.22
			173410	SECURITY SVCS-MVU-3/17>3/23/13	
			173411	SECURITY SVCS-LIBRARY (3/17-3/23/13)	
			173288	SECURITY SVCS-LIBRARY (3/3-3/9/13)	
			173146	SECURITY SVCS-LIBRARY (2/17-2/23/13)	
			173086	SECURITY SVCS-LIBRARY (2/10-2/16/13)	
			173285	SECURITY SVCS-CRC-3/4>3/7/13	
			173287	SECURITY SVCS-SENIOR CTR RENTALS	
			173286	SECURITY SVCS-CRC SPECIAL EVENTS	
			173228	SECURITY SVCS-CRC-2/25>2/28/13	
			173338	SECURITY SVCS-LIBRARY (3/10-3/16/13)	
Remit to: WILMINGTON, CA					<b>FYTD: \$42,553.17</b>
GENERAL SECURITY SERVICES, INC.	216760	04/08/2013	173229	SECURITY SVCS-CRC SPECIAL EVENTS	\$398.84
Remit to: WILMINGTON, CA					<b>FYTD: \$42,553.17</b>
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	8920	04/08/2013	219137-002	PROFESSIONAL LEGAL SERVICES - DAY STREET (AEI-CASC)	\$7,186.83

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$207,686.10
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9031	04/15/2013	219137-004	LEGAL SVCS-LINEAR PARK BOND SAFEGUARD	\$20,733.33
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$207,686.10
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	9098	04/22/2013	217939-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONST.)	\$9,221.77
			219137-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONST.)	
			218797-004	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONS.)	
			218460-005	PROFESSIONAL LEGAL SERVICES - ANNUAL ADA (GOLDEN STATE CONS)	
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$207,686.10
GINGI FULCHER	217070	04/29/2013	1027383	REFUND-CANCELLED CONTRACT CLASS	\$87.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$87.00
GONZALES, DOMILENA R.	8959	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$2,549.84
GONZALES, LORENZ R.	216804	04/15/2013	1/2/13-3/28/13	MILEAGE REIMBURSEMENT	\$199.45
Remit to: WILDOMAR, CA					<b>FYTD:</b> \$692.30
GORM INC.	216958	04/29/2013	200285	JANITORIAL SUPPLIES-CITY PARKS	\$1,291.49
Remit to: ONTARIO, CA					<b>FYTD:</b> \$5,076.24
GOZDECKI, DAN	9032	04/15/2013	APR-2013 ADULT	INSTRUCTOR SVCS-KUNG FU CLASS	\$594.00



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GOZDECKI, DAN	9032	04/15/2013	APR-2013 YOUTH	INSTRUCTOR SVCS-KUNG FU CLASS	\$594.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$5,249.40</b>
GRAND OPENINGS DOORS & WINDOWS	216617	04/01/2013	BL#25818-YR2013	REFUND OF OVERPAYMENT FOR BL#25818	\$60.00
Remit to: POMONA, CA					<b>FYTD: \$60.00</b>
GRAVES & KING, LLP	216570	04/01/2013	1301-0009442	LEGAL SVCS-MV1261	\$2,535.36
Remit to: RIVERSIDE, CA					<b>FYTD: \$2,535.36</b>
GRIFFIN, MARLENE C	8960	04/08/2013	130401	RETIREE MED APR '13	\$255.43
Remit to: GREEN VALLEY, AZ					<b>FYTD: \$2,615.37</b>
GRUBE, PATTY	216918	04/22/2013	5/2-5/3/13	TRAVEL PER DIEM & MILEAGE-BOOST CONFERENCE	\$161.31
Remit to: MORENO VALLEY, CA					<b>FYTD: \$246.31</b>
GUARDSMARK	8890	04/01/2013	5311118 111075	SECURITY SVCS-CITY HALL-3/3/13-3/9/13 SECURITY SVCS-CITY HALL-3/10/13-3/16/13	\$714.40
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD: \$16,440.13</b>
GUARDSMARK	8921	04/08/2013	5313118	SECURITY SVCS-CITY HALL-3/17-3/23/13	\$357.20
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD: \$16,440.13</b>
GUARDSMARK	9033	04/15/2013	5314119	SECURITY SVCS-CITY HALL 3/24-3/30/13	\$785.84
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD: \$16,440.13</b>
GUARDSMARK	9099	04/22/2013	5315118	SECURITY SVCS-CITY HALL 3/31-4/6/13	\$357.20

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$16,440.13
GUILLAN, REBECCA S.	8961	04/08/2013	130401	MAR '13, PD APR '13	\$291.38
Remit to: ADVANCE, NC					<u>FYTD:</u> \$2,532.07
GUILLEN, RUTH	8904	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE	\$248.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$372.00
GUTIERREZ, ROBERT	8962	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: LA VERNE, CA					<u>FYTD:</u> \$2,868.57
GWEN ROBINSON	216749	04/08/2013	R13-057163	REFUND AS-RABIES AND SPAY/NEUTER DEP	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
H & P NAILS	217024	04/29/2013	BL#09738-YR2013	REFUND OF OVERPAYMENT FOR BL#09738	\$90.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$90.00
H & R BLOCK	217025	04/29/2013	BL#00901-YR2013	REFUND OF OVERPAYMENT FOR B/L#00901	\$61.00
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$61.00
HABITAT FOR HUMANITY RIVERSIDE	216933	04/22/2013	NOV 2012	HELPING HANDS REIMBURSEMENT	\$729.73
			DEC 2012	HELPING HANDS REIMBURSEMENT	
			JAN 2013	HELPING HANDS REIMBURSEMENT	
			FEB 2013	HELPING HANDS REIMBURSEMENT	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$13,216.57





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HAIR PERFECT	217026	04/29/2013	BL#14637-YR2013	REFUND OF OVERPAYMENT FOR BL#14637	\$83.37
Remit to: MORENO VALLEY, CA					<b>FYTD: \$83.37</b>
HAMLIN, WILLIAM R.	8963	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: BEAUMONT, CA					<b>FYTD: \$2,868.57</b>
HANES, MARTIN D.	8964	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,868.57</b>
HAPPY TIME BOOK STORE	217027	04/29/2013	BL#02963-YR2013	REFUND OF OVERPAYMENT FOR BL#02963	\$67.82
Remit to: MORENO VALLEY, CA					<b>FYTD: \$67.82</b>
HARDING, JOHN	216690	04/08/2013	13041	RETIREE MED APR '13	\$318.73
Remit to: BANNING, CA					<b>FYTD: \$2,868.57</b>
HARTLEY PARENT	216744	04/08/2013	R13-058738	REFUND AS-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$20.00</b>
HATFIELD, CHARLES	8965	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: LAS VEGAS, NV					<b>FYTD: \$2,868.57</b>
HAUN, DORATHY	216602	04/01/2013	4/8-4/11/13	TRAVEL PER DIEM-CHAMELEON CONFERENCE	\$248.50
Remit to: NUEVO, CA					<b>FYTD: \$248.50</b>
HAYWARD TILTON & ROLAPP INS. ASSOC., INC	9100	04/22/2013	365449	RENEWAL-EARTHQUAKE & FLOOD INSURANCE- POLICY#SSE7551601	\$9,958.80
Remit to: ANAHEIM, CA					<b>FYTD: \$9,958.80</b>

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HCR HOMES AND LAND, INC	217029	04/29/2013	BL#21047-YR2013	REFUND OF OVERPAYMENT FOR BL#21047	\$61.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$61.00
HDL SOFTWARE LLC	216652	04/08/2013	0008950-IN	PROGRAM BL SOFTWARE-SB1186 COMPLIANCE	\$500.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$13,352.79
HEACOCK CHIROPRACTIC CENTER	216618	04/01/2013	BL#22704-YR2013	REFUND OF OVERPAYMENT FOR BL#22704	\$63.61
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$63.61
HEFFLEY, ROSS W.	8966	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: HEMET, CA					<u>FYTD:</u> \$2,868.57
HERRICK, ROBERT D.	216692	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
HETHERMAN, ANTHONY CHRISTOPHER	9151	04/29/2013	4/18/13 MILEAGE	MILEAGE REIMBURSEMENT - DEPOSITION FOR CITY CASE	\$29.38
Remit to: TEMECULA, CA					<u>FYTD:</u> \$231.28
HILTY'S ELECTRIC - CALIFORNIA, INC	216619	04/01/2013	BL#12044-YR2013	REFUND OF OVER PAYMENT FOR BL#12044	\$99.82
Remit to: SCOTTSDALE, AZ					<u>FYTD:</u> \$99.82
HLP, INC.	8922	04/08/2013	8243	WEB LICENSE ANNUAL SVC FEE	\$3,955.85
			8213	WEB LICENSING MONTHLY SVCS-NOV12>FEB13	
Remit to: LITTLETON, CO					<u>FYTD:</u> \$21,679.95
HLP, INC.	9153	04/29/2013	8376	WEB LICENSING MONTHLY SVCS-MAR13	\$38.50



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Remit to: LITTLETON, CO					<b>FYTD:</b> \$21,679.95
HODGE PRODUCTS, INC.	8923	04/08/2013	0303177-IN	LOCKS FOR CITY PARKS	\$443.02
Remit to: EL CAJON, CA					<b>FYTD:</b> \$741.59
HOLT, ANITRA N	216693	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: CLERMONT, FL					<b>FYTD:</b> \$956.19
HONDA YAMAHA OF REDLANDS	9034	04/15/2013	14787	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	\$471.20
Remit to: REDLANDS, CA					<b>FYTD:</b> \$22,304.39
HONDA YAMAHA OF REDLANDS	216571	04/01/2013	13775	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	\$895.46
Remit to: REDLANDS, CA					<b>FYTD:</b> \$22,304.39
HONDA YAMAHA OF REDLANDS	216877	04/22/2013	12975	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	\$42.48
Remit to: REDLANDS, CA					<b>FYTD:</b> \$22,304.39
HONDA YAMAHA OF REDLANDS	216959	04/29/2013	16444	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	\$766.90
Remit to: REDLANDS, CA					<b>FYTD:</b> \$22,304.39
HOUSE OF BEAUTY #2	217031	04/29/2013	BL#20716-YR2013	REFUND OF OVERPAYMENT FOR B/L#20716	\$60.73
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$60.73
HOUSE OF BEAUTY #3	217032	04/29/2013	BL#21911-YR2013	REFUND OF OVERPAYMENT FOR B/L#21911	\$61.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$61.00
HOUSER, EDITH E.	216694	04/08/2013	130401	RETIREE MED APR '13	\$318.73

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Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$2,868.57
HUNSAKER & ASSOCIATES, INC.	216783	04/15/2013	13020290	PLAN CHECK SVCS-PM 36511	\$3,525.31
			13020291	MAP REVIEW-PA05-0135/TR 32556	
			13020289	PLAN CHECK SVCS-PM 36511	
Remit to: IRVINE, CA					<b>FYTD:</b> \$84,016.31
ICMA RETIREMENT CORP	9062	04/05/2013	2013-00000009	8030 - DEF COMP 457 - ICMA	\$13,707.14
Remit to: BALTIMORE, MD					<b>FYTD:</b> \$202,743.46
ICMA RETIREMENT CORP	9177	04/19/2013	2013-00000031	8030 - DEF COMP 457 - ICMA	\$13,707.14
Remit to: BALTIMORE, MD					<b>FYTD:</b> \$202,743.46
ICR DOORS	9101	04/22/2013	637	AUTOMATIC GATE MAINT-FS#2	\$480.00
			636	AUTOMATIC GATE MAINT-FS#48	
			635	AUTOMATIC GATE MAINT-FS#65	
			633	AUTOMATIC GATE MAINT-FS#58	
Remit to: UPLAND, CA					<b>FYTD:</b> \$6,928.97
IES COMMERCIAL, INC	216653	04/08/2013	93681	REMOVE & RELOCATE EXISTING ACCESS CONTROL SYSTEM TO ANNEX 1	\$7,978.86
Remit to: TEMPE, AZ					<b>FYTD:</b> \$13,314.93
IES COMMERCIAL, INC	216784	04/15/2013	96977	INSTALLED NEW SLIDER DOOR @ PSB	\$4,093.87
			96975	REPAIR OF POWER SUPPLY-PSB ALUM DOOR	
Remit to: TEMPE, AZ					<b>FYTD:</b> \$13,314.93



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IL SORRENTO MOBILE PARK	216654	04/08/2013	FEB 2013	REFUND-UUT FOR EXEMPT RESIDENTS	\$113.49
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,081.70</b>
ING USA ANNUITY & LIFE INSURANCE CO.	216878	04/22/2013	2013-00000028	8792 - ING - EMPLOYEE *	\$325.00
Remit to: DES MOINES, IA					<b>FYTD: \$3,775.00</b>
INLAND EMPIRE ARCHITECTURAL SPECIALTIES, INC	216620	04/01/2013	BL#03313-YR2013	REFUND OF OVERPAYMENT FOR BL#03313	\$108.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$108.00</b>
INLAND EMPIRE MAGAZINE	216572	04/01/2013	INV33256	IE MAG-CMO AD-FEB13	\$3,595.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$4,490.00</b>
INLAND EMPIRE MAGAZINE	216879	04/22/2013	INV33596	AD PLACEMENT FOR BALLROOM AT CRC-APR13 ISSUE	\$895.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$4,490.00</b>
INLAND EMPIRE PROPERTY SERVICE, INC	9035	04/15/2013	3135	NUISANCE ABATEMENT SVCS-24460 TYANN CT	\$504.00
			3129	NUISANCE ABATEMENT SVCS-14880 PETE DYE	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$50,818.99</b>
INLAND EMPIRE PROPERTY SERVICE, INC	9102	04/22/2013	3107	ABATEMENT SVCS-APN#291-191-007 THRU 013; 025 THRU 029	\$2,250.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$50,818.99</b>
INLAND TAN	216621	04/01/2013	BL#16674-YR2013	REFUND OF OVERPAYMENT FOR BL#16674	\$65.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$65.00</b>

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INSIDE PLANTS, INC.	9103	04/22/2013	46478	INDOOR PLANT MAINT-CRC	\$320.00
Remit to: CORONA, CA					<b>FYTD:</b> \$3,200.00
INSIDE PLANTS, INC.	216655	04/08/2013	46164	INDOOR PLANT MAINT-CRC-MAR13	\$320.00
Remit to: CORONA, CA					<b>FYTD:</b> \$3,200.00
INTERNAL REVENUE SERVICE	9078	04/02/2013	F130401	DEPOSIT TO FEDERAL ACCOUNT	\$2,000.00
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$2,536,437.72
INTERNAL REVENUE SERVICE CENTER	9185	04/26/2013	2013-00000041	FED TAX - FEDERAL TAX WITHHOLDING*	\$4,392.10
Remit to: OGDEN, UT					<b>FYTD:</b> \$258,629.27
ISG INFRASYS	216785	04/15/2013	37758	REPAIR OF TIC CAMERA-FS#48	\$1,157.77
Remit to: LAWRENCEVILLE, GA					<b>FYTD:</b> \$1,157.77
J D H CONTRACTING	8891	04/01/2013	030313-01	RELOCATION OF MVU SAFE/BIKE RACK	\$750.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$110,129.90
J D H CONTRACTING	8924	04/08/2013	031513-02	REPAIRS AT PEDRORENA PARK	\$8,078.00
			031513-01	REPAIRS AT FAIRWAY PARK	
			031513-03	REPAIRS AT RIDGECREST PARK	
			032713-01	INSTALL BLEACHERS AT SPORTS PARK	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$110,129.90
J D H CONTRACTING	9104	04/22/2013	040813-01	MURALS INSTALLATION-CRC WALL	\$2,155.00



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RIVERSIDE, CA					<b>FYTD: \$110,129.90</b>
JACKIE LOGGINS	216735	04/08/2013	R12-056647	REFUND AS-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$75.00</b>
JACQUELINE EZZELL	216839	04/15/2013	MV2120309029	REFUND-CITATION OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$115.00</b>
JANET JEFFCOAT	217034	04/29/2013	R13-060589	AS REFUND-ADOPT,VACS,MC,SN DEP,RAB DEP	\$158.00
Remit to: EL CENTRO, CA					<b>FYTD: \$158.00</b>
JANNEY & JANNEY ATTORNEY SVCS, INC.	216786	04/15/2013	00130333036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-APR13	\$75.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$1,465.00</b>
JC PENNEY OPTICAL #1045	217033	04/29/2013	BL#03457-YR2013	REFUND OF OVERPAYMENT FOR BL#03457	\$99.63
Remit to: GLENDORA, NJ					<b>FYTD: \$99.63</b>
JDEDGE SOFTWARE, LLC	8892	04/01/2013	314	HR & PAYROLL DATA CONVERSION INTO NEW ERP	\$4,375.00
Remit to: KRUGERVILLE, TX					<b>FYTD: \$217,956.90</b>
JDEDGE SOFTWARE, LLC	9154	04/29/2013	318	HR & PAYROL DATA CONVERSION INTO NEW ERP	\$550.00
Remit to: KRUGERVILLE, TX					<b>FYTD: \$217,956.90</b>
IENNIFER COLE	216709	04/08/2013	REIMB. 3/25-29	REIMBURSE LODGING, FUEL & PARKING EXPENSES DURING TRAINING CLASS	\$689.50
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,034.50</b>

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
JENNY JUAREZ	217035	04/29/2013	R12-056787	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
JIM BUCKLEY	217009	04/29/2013	1025912	REFUND-RENTAL DEPOSIT-CRC	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
JOE A. GONSALVES & SON	216573	04/01/2013	23389	STATE LEGISLATIVE ADVOCACY SVCS-FEB13	\$15,000.00
			23450	STATE LEGISLATIVE ADVOCACY SVCS-MAR13	
			23518	STATE LEGISLATIVE ADVOCACY SVCS-APR13	
			23347	STATE LEGISLATIVE ADVOCACY SVCS-DEC12	
			23348	STATE LEGISLATIVE ADVOCACY SVCS-JAN13	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$15,000.00
JOHN O'DONOHNE	216742	04/08/2013	R13-060317	REFUND AS-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
JOHN W. STRICKLER	9003	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$2,549.84
JOHN WILSON	216853	04/15/2013	MV2120828031	REFUND-CITATION OVERPAYMENT	\$198.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$198.00
JOHNNY ANDREWS	217003	04/29/2013	R13-060861	AS REFUND-OVERCHG ON RTO	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
JONES, SUSAN	8967	04/08/2013	130401	RETIREE MED APR '13	\$318.73





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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
jose limon a professional medical corp	216733	04/08/2013	12344230	REFUND DUPLICATE PAYMENT CITATION	\$39.91
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$39.91
JOSEPH SORIA	217061	04/29/2013	R13-059888	AS REFUND-ADPT,VACS,MC,LIC,RAB DEP	\$102.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$102.00
JUAN C. ALVERDE	216813	04/15/2013	7009488-04	SOLAR INCENTIVE REBATE	\$6,252.75
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,252.75
K & S DEVELOPMENT CO.	216734	04/08/2013	APN#478-080-002	REFUND-SPECIAL DISTRICT FEE	\$13.80
Remit to: SANTA MONICA, CA					<u>FYTD:</u> \$13.80
KASHEFIPOUR, HOSSEIN	216805	04/15/2013	7/1/12-3/31/13	MILEAGE REIMBURSEMENT	\$420.89
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$420.89
KATE THERIEAU	216752	04/08/2013	R13-058360	REFUND AS-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$75.00
KEPLER, JANELLE	9036	04/15/2013	APR-2013	INSTRUCTOR SVCS-CHEERLEADING CLASS	\$761.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,597.60
KING, PATRICIA A.	216695	04/08/2013	130401	RETIREE MED APR '13	\$210.74
Remit to: LAS VEGAS, NV					<u>FYTD:</u> \$2,200.16
KOLB, CHARLES E.	8968	04/08/2013	130401	RETIREE MED APR '13	\$318.73

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
KOLLAR, KYLE	8969	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
KRISS RASMUSSEN	217053	04/29/2013	R13-061111	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$20.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	216634	04/01/2013	265795	LEGAL SVCS-DISSOLUTION OF REDEVT.	\$385.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$19,870.35
KYLE, GARY M.	8970	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: PRESCOTT VALLEY, AZ					<u>FYTD:</u> \$2,868.57
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	216960	04/29/2013	272484	LEGAL SVCS-MAR13-CASE# MV1216	\$6,060.00
			272142	LEGAL SVCS THRU FEB13-CASE#2010-3266	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$88,940.05
LAFATA, JOSEPHINE	8971	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
LANCE, SOLL & LUNGHARD, LLP	216880	04/22/2013	6849	2012 SINGLE AUDIT-FINAL	\$3,600.00
Remit to: BREA, CA					<u>FYTD:</u> \$82,910.00
LANDMARK SURVEYING SOLUTIONS, INC.	216656	04/08/2013	1112	CONSULTING SERVICES, SURVEY - DRACAEA/PERRIS TO PATRICIA	\$4,320.00



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Remit to: EAST HIGHLAND, CA					<u>FYTD:</u> \$15,455.00
LARRY MERRILL	217040	04/29/2013	R13-060700	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
LATITUDE GEOGRAPHICS	216657	04/08/2013	201300245	GIS SOFTWARE & SERVICES-M2	\$15,891.18
Remit to: VICTORIA, BC					<u>FYTD:</u> \$59,572.16
LATITUDE GEOGRAPHICS	216881	04/22/2013	201300289	GEOCORTEX ESSENTIALS VIRTUAL TRAINING-STEPHEN JARRETT	\$4,000.00
			201300300	GEOCORTEX ESSENTIALS VIRTUAL TRAINING-DALE MENDENHALL	
Remit to: VICTORIA, BC					<u>FYTD:</u> \$59,572.16
LATITUDE GEOGRAPHICS	216961	04/29/2013	201300310	LATITUDE GEOCORTEX DEVELOPMENT-SPECIAL DISTRICTS	\$17,051.18
			201300312	GIS SOFTWARE & SERVICES-M3	
Remit to: VICTORIA, BC					<u>FYTD:</u> \$59,572.16
LAURA OPRIS	216743	04/08/2013	R13-057779	REFUND AS-RABIES DEPOSIT	\$20.00
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$20.00
LAW ENFORCEMENT APPRECIATION COMMITTEE	216658	04/08/2013	4/18/13 EVENT	CHIEF J. ONTIVEROS - 35TH LAW ENF. APPRECIATION DINNER/AWARDS	\$50.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$50.00
LENORE K SKINNER	216851	04/15/2013	MV1130204020	REFUND-CITATION OVERPAYMENT	\$57.50
Remit to: PERRIS, CA					<u>FYTD:</u> \$57.50
LEON FLINT	217020	04/29/2013	13045373	REFUN OF FALSE ALARM THAT WAS GRANTED APPEAL	\$31.00

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Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$31.00
LEWIS, CAROLYN S.	8972	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MIDLAND, TX					<b>FYTD:</b> \$2,868.57
LEXISNEXIS PRACTICE MGMT.	9037	04/15/2013	1303081707	ONLINE LEGAL RESEARCH TOOLS-MAR13	\$1,180.00
Remit to: CARY, NC					<b>FYTD:</b> \$12,400.00
LIENHARD, DORI A.	216919	04/22/2013	4/28-5/1/13	TRAVEL PER DIEM-NEW WORLD SYSTEMS-COMM. DEV. ADVISORY COMMITTEE	\$196.00
Remit to: RANCHO MIRAGE, CA					<b>FYTD:</b> \$402.36
LIGHTHOUSE TREATMENT CENTER, INC.	216856	04/16/2013	MARCH 2013	CASE MANAGEMENT CONSULTANT SVCS-CDBG	\$1,400.00
Remit to: ALTA LOMA, CA					<b>FYTD:</b> \$5,000.00
LINDO, HERMINA G.	8973	04/08/2013	130401	FEB '13 TRI & MED, PD APR '13	\$232.24
Remit to: TITUSVILLE, FL					<b>FYTD:</b> \$1,530.98
LINE MASTER ENGINEERING, INC	216882	04/22/2013	13-5471	REPLACEMENT THERMO MATERIALS	\$4,822.40
Remit to: LONG BEACH, CA					<b>FYTD:</b> \$4,822.40
LISA CHROMY	216836	04/15/2013	MV4111010020	REFUND-CITATION OVERPAYMENT	\$64.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$64.00
LISSETTE PLAZOLA	216808	04/15/2013	FY2012-13	TUITION FEE REIMBURSEMENT	\$1,500.00
Remit to: SAN JACINTO, CA					<b>FYTD:</b> \$1,500.00



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LITTLE BEIJING	217038	04/29/2013	BL#14476-YR2013	REFUND OF OVERPAYMENT FOR BL#14476	\$83.51
Remit to: MORENO VALLEY, CA					<b>FYTD: \$83.51</b>
LOGAN, CHARLES	8974	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: LAS VEGAS, NV					<b>FYTD: \$2,868.57</b>
LONGDYKE, DENNIS	8975	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: BEAUMONT, CA					<b>FYTD: \$2,868.57</b>
LORIE NATZIC	217043	04/29/2013	R13-058867	AS REFUND-S/N DEPOSIT	\$75.00
Remit to: MURRIETA, CA					<b>FYTD: \$75.00</b>
LUMLEY, ROBERT C.	8976	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,868.57</b>
LUTHERAN SOCIAL SERVICES OF SO. CALI F.	9105	04/22/2013	NOV 2012	CDBG SHELTER PROGRAM	\$2,641.66
			DEC 2012	CDBG SHELTER PROGRAM	
Remit to: RIVERSIDE, CA					<b>FYTD: \$10,216.65</b>
MALCOLM SMITH MOTORCYCLES, INC.	8893	04/01/2013	100045578	CREDIT ADJUSTMENT	\$1,019.09
			100046247	MAINT. & REPAIRS-LABOR & PARTS-POP OFF ROAD VEHICLES	
			100045605	CREDIT ADJUSTMENT	
			100046249	MAINT. & REPAIRS-LABOR & PARTS-POP OFF ROAD VEHICLES	
Remit to: RIVERSIDE, CA					<b>FYTD: \$35,347.21</b>

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MALCOLM SMITH MOTORCYCLES, INC.	9038	04/15/2013	100049159	MAINT. & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	\$386.37
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$35,347.21
MALCOLM SMITH MOTORCYCLES, INC.	9106	04/22/2013	100052626	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	\$526.51
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$35,347.21
MALCOLM SMITH MOTORCYCLES, INC.	9155	04/29/2013	100054714	MAINT & REPAIRS-LABOR & PARTS-TRAFFIC MOTORCYCLES	\$251.69
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$35,347.21
MARCH JOINT POWERS AUTHORITY	216659	04/08/2013	0026941	GAS CHARGES-BLDG 823-FEB13	\$12.24
			0026946	GAS CHARGES-BLDG 938-FEB13	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$63.77
MARGO RANKINS	216930	04/22/2013	CK#2296	REISSUE UNCLAIMED CK#2296 DTD 6/30/09	\$69.12
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$69.12
MARINA LANDSCAPE, INC	8926	04/08/2013	8216021300	LANDSCAPE MAINT-ZONE E-1 & E-1A-FEB13	\$5,733.34
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$80,501.65
MARINA LANDSCAPE, INC	9156	04/29/2013	8216031300	LANDSCAPE MAINT-ZONE E-1/E-1A-MAR13	\$5,838.06
			8216021301	LANDSCAPE MAINT-ZONE E-1/E-1A-ADDL WORK-MAR13	
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$80,501.65
MARIO AGUILERA	216999	04/29/2013	R13-060059	AS REFUND-ADOPT,VACS,MC,RAB DEP,LIC	\$85.00



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Remit to: MORENO VALLEY, CA					<b>FYTD: \$85.00</b>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	8927	04/08/2013	58570	LANDSCAPE MAINT-ZONE DSG-2-BASE-FEB13	\$12,857.13
Remit to: IRWINDALE, CA					<b>FYTD: \$131,749.98</b>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	9157	04/29/2013	58913	LANDSCAPE MAINT-ZONE DSG-2 BASE-MAR13	\$14,647.58
			59058	LANDSCAPE MAINT-ZONE DSG-2-ADDL WORK-FEB13	
			59060	LANDSCAPE MAINT-ZONE DSG-2-ADDL WORK-MAR13	
Remit to: IRWINDALE, CA					<b>FYTD: \$131,749.98</b>
MARTHA BANKS	216835	04/15/2013	MV97521	REFUND-CITATION OVERPAYMENT	\$407.50
Remit to: MORENO VALLEY, CA					<b>FYTD: \$407.50</b>
MARY ERICKSON COMMUNITY HOUSING	216575	04/01/2013	MV110	REIMB-PERMIT FEES & OTHER INDIRECT CONSTRCTN COSTS	\$14,064.80
Remit to: SAN CLEMENTE, CA					<b>FYTD: \$387,870.37</b>
MARY MEEK	216738	04/08/2013	R13-058142	REFUND AS-RABIES DEPOSIT	\$20.00
Remit to: GLENDORA, CA					<b>FYTD: \$20.00</b>
MASCO SERVICES OF CALIFORNIA, INC	217039	04/29/2013	BL#05938-YR2013	REFUND OF OVERPAYMENT FOR B/L#05938	\$75.74
Remit to: DAYTONA BEACH, FL					<b>FYTD: \$75.74</b>
MATHIS, NOLAN	8977	04/08/2013	130401	FEB '13, PD APR '13	\$298.20
Remit to: JACKSON, KY					<b>FYTD: \$2,555.00</b>

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MATCH CORPORATION	9158	04/29/2013	157050	ASPHALTIC MATERIALS	\$12,222.05
Remit to: HIGHLAND, CA					<b>FYTD:</b> \$47,559.88
MAXINOSKI, SUE A.	8978	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: AVINGER, TX					<b>FYTD:</b> \$2,868.57
MEEKS, DANIEL	9039	04/15/2013	032413 / 030313	SPORTS OFFICIATING SERVICES	\$100.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$1,320.00
MEEKS, DANIEL	9107	04/22/2013	041413	SPORTS OFFICIATING SERVICES	\$40.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$1,320.00
MELODY WILLIAMS	217067	04/29/2013	R13-060851	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$50.00
MENGISTU, YESHIALEM	216714	04/08/2013	MAR-13 MILEAGE	MILEAGE REIMBURSEMENT	\$160.46
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,307.48
MERCEDES WILSON	216754	04/08/2013	R13-058639	REFUND AS-IMP FEES, LIC	\$200.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$200.00
MERCHANTS LANDSCAPE SERVICES INC	8928	04/08/2013	39596	IRRIGATION REPAIRS-MV RANCH 6897-FEB13	\$19,449.18
			39459	LANDSCAPE MAINT-ZONE E3 & E3A-FEB13	
			39574	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13	
			39458	LANDSCAPE MAINT-ZONE E8,E12,E14 & E15-FEB13	

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Remit to: Santa Ana, CA					<u>FYTD:</u> \$180,337.75
MERCHANTS LANDSCAPE SERVICES INC	8929	04/08/2013	39575	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13	\$465.00
			39573	LANDSCAPE SVCS-ZONE E3A-ADDL WORK-FEB13	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$180,337.75
MERCHANTS LANDSCAPE SERVICES INC	9159	04/29/2013	39664	LANDSCAPE MAINT-ZONE E8,E12,E14,& E15-MAR13	\$6,765.97
Remit to: Santa Ana, CA					<u>FYTD:</u> \$180,337.75
MESA CONTRACTING CORPORATION	216740	04/08/2013	BL#04380-YR2013	REFUND OF OVERPAYMENT FOR BL#04380	\$67.00
Remit to: ORANGE, CA					<u>FYTD:</u> \$67.00
MESA ENERGY SYSTEMS EMCOR SERVICE	216820	04/15/2013	BL#18607-YR2013	REFUND OF OVERPAYMENT FOR BL#18607	\$50.52
Remit to: IRVINE, CA					<u>FYTD:</u> \$50.52
MESSIN, LOUIS	8979	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$2,868.57
MEYERS, NAVE, RIBACK, SILVER & WILSON	216576	04/01/2013	2013010744	LEGAL SERVICES-JAN13	\$23,850.98
			2013010743	LEGAL SERVICES-JAN13	
Remit to: OAKLAND, CA					<u>FYTD:</u> \$94,429.11
MEYERS, NAVE, RIBACK, SILVER & WILSON	216884	04/22/2013	2013020209	LEGAL SERVICES-FEB13	\$6,773.94

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Remit to: OAKLAND, CA					<b>FYTD:</b> \$94,429.11
MEYERS, NAVE, RIBACK, SILVER & WILSON	216962	04/29/2013	2013030735	LEGAL SVCS-MARCH JPA	\$7,985.00
Remit to: OAKLAND, CA					<b>FYTD:</b> \$94,429.11
MGT OF AMERICA, INC.	8894	04/01/2013	23562	PROF SVCS-MANDATED CLAIM PREPARATION	\$6,000.00
Remit to: TALLAHASSEE, FL					<b>FYTD:</b> \$12,000.00
MICKEY GRIMES	217023	04/29/2013	1028014	REFUND-RENTAL DEPOSIT-SENIOR CTR	\$300.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$300.00
MIGUEL HERNANDEZ	216841	04/15/2013	MV2121003008	REFUND-CITATION OVERPAYMENT	\$57.50
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$57.50
MILES, ROBERT	8980	04/08/2013	130401	RETIREE MED APR '13	\$146.32
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,715.23
MINARD, MARK E.	8981	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: REDLANDS, CA					<b>FYTD:</b> \$2,868.57
MINDEN STORM DRAIN STRUCTURES	216821	04/15/2013	BL#24278-YR2013	REFUND OF OVERPAYMENT FOR BL#24278	\$50.00
Remit to: LAKE ELSINORE, CA					<b>FYTD:</b> \$50.00
MIRACLE RECREATION EQUIPMENT	8930	04/08/2013	734181	PLAYGROUND EQUIPMENT-CITY PARKS	\$2,480.15
Remit to: CORONA, CA					<b>FYTD:</b> \$106,809.42



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MIRACLE RECREATION EQUIPMENT	9040	04/15/2013	734391	PLAYGROUND EQUIPMENT-CFD#1	\$638.39
Remit to: CORONA, CA					<b>FYTD: \$106,809.42</b>
MISTRETTA, ARTHUR	9059	04/15/2013	032113	SPORTS OFFICIATING SERVICES-SOFTBALL	\$120.00
			032813	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$840.00</b>
MISTRETTA, ARTHUR	9125	04/22/2013	041413	SPORTS OFFICIATING SERVICES	\$60.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$840.00</b>
MOLLICA, MIKE	8982	04/08/2013	130401	RETIREE MED APR '13	\$401.42
Remit to: DUNNELLON, FL					<b>FYTD: \$3,612.78</b>
MONTGOMERY PLUMBING INC	216787	04/15/2013	032213	PLUMBING SVCS-FS#65	\$775.00
			031413	PLUMBING SVCS-FS#65	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$12,713.75</b>
MORA, PATRICIA A.	8983	04/08/2013	13041	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,868.57</b>
MORENO VALLEY CHAMBER OF COMMERCE	216806	04/15/2013	3664	WAKE-UP MEETING ATTENDANCE-3/18/13	\$90.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$20,510.00</b>
MORENO VALLEY CITY EMPLOYEES ASSOC.	9063	04/05/2013	2013-00000010	8710 - MVCEA EMPLOYEE DUES	\$1,378.00

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Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$29,330.50
MORENO VALLEY CITY EMPLOYEES ASSOC.	9178	04/19/2013	2013-00000032	8710 - MVCEA EMPLOYEE DUES	\$1,376.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$29,330.50
MORENO VALLEY GATEWAY, LLC	8931	04/08/2013	2163	LEASE-SUITES 5-9/APR13	\$17,142.59
			2161	LEASE-FACILITIES ANNEX-APR13	
			2162	LEASE-T/S ANNEX-APR13	
Remit to: SAN JUAN CAPISTRANO, CA					<b>FYTD:</b> \$154,283.31
MORENO VALLEY GATEWAY, LLC	9041	04/15/2013	2142	LEASE-FACILITIES ANNEX	\$7,934.87
			2143	LEASE-T/S ANNEX	
Remit to: SAN JUAN CAPISTRANO, CA					<b>FYTD:</b> \$154,283.31
MORENO VALLEY GATEWAY, LLC	9067	04/16/2013	2144	LEASE-SUITES 5-9/ESA ANNEX	\$9,207.72
Remit to: SAN JUAN CAPISTRANO, CA					<b>FYTD:</b> \$154,283.31
MORENO VALLEY HISPANIC CHAMBER OF COMMER	216715	04/08/2013	05242013	DONATION-MV H/S AVID PROGRAM ANNUAL DINNER & RECOG.	\$500.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$6,960.00
MORENO VALLEY HISTORICAL SOCIETY	216716	04/08/2013	04122013	REGIS-3RD ANNUAL DINNER & SILENT AUCTION-MAYOR OWINGS	\$30.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$30.00
MORGAN, LISA A.	8984	04/08/2013	130401	RETIREE MED APR '13	\$318.73



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Remit to: MENTONE, CA					<b>FYTD:</b> \$2,868.57
MOTHERHOOD MATERNITY#1889	216622	04/01/2013	BL#11220-YR2013	REFUND OF OVERPAYMENT FOR BL#11220	\$79.12
Remit to: PHILADELPHIA, PA					<b>FYTD:</b> \$79.12
MOTOPOST USA	216964	04/29/2013	140090	NEW MOTOR UNIFORMS-TRAFFIC UNIT	\$1,114.28
			140148	NEW MOTOR UNIFORMS-TRAFFIC UNIT	
Remit to: SAN MARCOS, CA					<b>FYTD:</b> \$3,652.16
MR. CLEAN MAINTENANCE SYSTEMS	217042	04/29/2013	BL#20429-YR2013	REFUND OF OVERPAYMENT FOR BL#20429	\$80.46
Remit to: COLTON, CA					<b>FYTD:</b> \$80.46
MTY TRANSPORTATION	216741	04/08/2013	BL#17823-YR2013	REFUND OF OVERPAYMENT FOR BL#17823	\$84.82
Remit to: ALISO VIEJO, CA					<b>FYTD:</b> \$84.82
MUSICSTAR	216920	04/22/2013	MAR-2013	INSTRUCTOR SVCS-GUITAR, PIANO FOR KIDS, MOVIEWORKZ, ETC. CLASSES	\$1,713.60
			APR-2013	INSTRUCTOR SVCS-MUSICSTAR KIDZ & PIANO FOR KIDS CLASSES	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$6,330.60
NAEEM QURESHI	217049	04/29/2013	1026821	REFUND RENTAL DEPOSIT FOR 3/30/13 EVENT AT SENIOR CTR.	\$300.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$300.00
NANCY PHILLIPS	216847	04/15/2013	MV110218041	REFUND-CITATION OVERPAYMENT	\$133.00
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$133.00

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NATIONAL LAW ENFORCEMENT SUPPLY, INC.	216577	04/01/2013	89070	FORENSIC TECHNICIAN SUPPLIES	\$23.22
Remit to: ALBANY, NY					<u>FYTD:</u> \$23.22
NATIONWIDE RETIREMENT SOLUTIONS CP	9066	04/05/2013	2013-00000013	8020 - DEF COMP PST - NATIONWIDE	\$2,898.85
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$576,413.96
NATIONWIDE RETIREMENT SOLUTIONS CP	9181	04/19/2013	2013-00000035	8020 - DEF COMP PST - NATIONWIDE	\$2,549.63
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$576,413.96
NATURE'S IMAGE, INC.	216578	04/01/2013	13-01-116	WEED ABATEMENT-HAZARD REDUCTION SVCS-SUNNYMEAD BLVD LOT ABATEMNT	\$17,995.00
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$54,014.70
NATURE'S IMAGE, INC.	216885	04/22/2013	13-01-159	DETENTION BASIN MAINTENANCE-1 YR EXTENSION	\$11,944.00
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$54,014.70
NAVARRETTE, RALPH	8985	04/08/2013	130401	RETIREE MED APR '13	\$146.32
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$1,715.23
NAVCO NETWORKS & SECURITY	8932	04/08/2013	335890	REPAIRS TO STATION DVR FOR INTERIOR OF BLDG	\$210.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$1,701.84
NELSON PAVING	216660	04/08/2013	1111529	ANNEX 1 PARKING LOT WORK-SEAL & RE-STRIPE, ASPHALT OVERLAY, ETC.	\$9,840.83
Remit to: PERRIS, CA					<u>FYTD:</u> \$9,840.83



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NELSON, MICHELE	216807	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG	\$250.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$250.00</b>
NELSON, ROBERT	8986	04/08/2013	130401	RETIREE MED APR '13	\$255.43
Remit to: ONTARIO, CA					<b>FYTD: \$2,623.87</b>
NELSON, RUTH L.	8987	04/08/2013	130401	RETIREE MED APR '13	\$173.37
Remit to: PERRIS, CA					<b>FYTD: \$1,522.53</b>
NEUSTAEDTER, CRAIG S	216696	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: IRVINE, CA					<b>FYTD: \$2,868.57</b>
NEW HORIZON MOBILE HOME PARK	9042	04/15/2013	MARCH 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS	\$17.76
Remit to: LOS ANGELES, CA					<b>FYTD: \$97.03</b>
NEW WORLD SYSTEMS, CORP	8933	04/08/2013	026612 026793	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	\$1,854.55
Remit to: TROY, MI					<b>FYTD: \$213,860.34</b>
NEW WORLD SYSTEMS, CORP	9108	04/22/2013	026935 027097	TRAVEL EXPENSES-ERP REPLACEMENT PROJECT TRAVEL EXPENSES-ERP REPLACEMENT PROJECT	\$2,637.66
Remit to: TROY, MI					<b>FYTD: \$213,860.34</b>
NEWPORT DENTAL	216822	04/15/2013	BL#14732-2013	REFUND OF OVERPAYMENT FOR B/L#14732	\$2,174.60
Remit to: IRVINE, CA					<b>FYTD: \$2,174.60</b>

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NEXUS IS, INC.	9043	04/15/2013	SVC0061025	CONSULTING WORK-VOIP SETUP ON NETWORK	\$330.00
Remit to: VALENCIA, CA					<b>FYTD:</b> \$83,311.69
NICOLE HARDEMAN	217028	04/29/2013	R12-056608	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: FOREST FALLS, CA					<b>FYTD:</b> \$20.00
NIEBURGER, JUDITH A.	216697	04/08/2013	130401	RETIREE MED APR '13	\$401.42
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$3,612.78
NINYO & MOORE GEOTECHNICAL	9160	04/29/2013	171813	CONSULTING SERVICES, GEOTECHNICAL - SR-60/MB PH I	\$20,109.00
Remit to: SAN DIEGO, CA					<b>FYTD:</b> \$87,016.50
OLGUIN, JULIO	216603	04/01/2013	4/9-4/11/13	TRAVEL PER DIEM-CNOA DRUG ABUSE RECOGNITION TRNG	\$150.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$150.00
ONE ACUPUNTURE CLINIC	216823	04/15/2013	BL#19789-YR2013	REFUND OF OVERPAYMENT FOR BL#19789	\$80.64
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$80.64
OPERATION SAFEHOUSE, INC.	216886	04/22/2013	JAN 2013	REIMBURSEMENT FOR CDBG PROGRAM SERVICES	\$559.46
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$5,959.08
ORROCK, POPKA, FORTINO & BRISLIN	9045	04/15/2013	90-034M STMT 6	LEGAL SERVICES-DEFENSE COSTS K. BALVANEDA	\$164.50
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$14,479.13
OVERLAND PACIFIC & CUTLER, INC.	9109	04/22/2013	1301155	CONSULTING SERVICES, ACQUISITION - PERRIS BLVD. WIDENING	\$5,880.00
			1212244	CONSULTING SERVICES, ACQUISITION - PERRIS BLVD WIDENING	





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Remit to: LONG BEACH, CA					<u>FYTD:</u> \$56,715.75
P & G BURGERS	217044	04/29/2013	BL#08999-YR2013	REFUND OF OVERPAYMENT FOR BL#08999	\$60.39
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$60.39
PACIFIC TELEMAGEMENT SERVICES	8895	04/01/2013	502438	PAYPHONE SERVICES	\$313.20
			502438 a	PAYPHONE SERVICES	
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$3,194.64
PACIFIC TELEMAGEMENT SERVICES	9110	04/22/2013	512924 a	PAYPHONE SERVICES	\$313.20
			512924	PAYPHONE SERVICES	
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$3,194.64
PAINTING BY ZEB BODE	8934	04/08/2013	132703	PAINT CELEBRATION PARK SPLASH PAD AND ADJACENT SIDEWALK	\$3,950.00
Remit to: NORCO, CA					<u>FYTD:</u> \$43,063.00
PAINTING BY ZEB BODE	9046	04/15/2013	130704	CLEAR COAT APPLIED ON CITY MURALS ETC.	\$1,925.00
			130407	PAINT FOUNTAIN AND LIGHT POLES AT PATRIOT PARK	
Remit to: NORCO, CA					<u>FYTD:</u> \$43,063.00
PARADIGM ENERGY CONSULTING	9047	04/15/2013	MVU-03-2013	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN	\$5,575.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$15,800.00
PATTERSON, ALFREY	216698	04/08/2013	130401	RETIREE MED APR '13	\$146.32

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Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,715.23
PAYLESS SHOE SOURCE #4914	216824	04/15/2013	BL#16306-YR2013	REFUND OF OVERPAYMENT FOR B/L#16306	\$90.72
Remit to: TOPEKA, KS					<b>FYTD:</b> \$90.72
PEDLEY SQUARE VETERINARY CLINIC	9163	04/29/2013	FEB-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$10,249.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$57,685.25
PENHALL COMPANY	217045	04/29/2013	BL#14608-YR2013	REFUND OF OVERPAYMENT FOR BL#14608	\$66.48
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$66.48
PENIGAR TAX	216745	04/08/2013	BL#07877-YR2013	REFUND OF OVERPAYMENT FOR B/L #07877	\$67.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$67.00
PERMA	8936	04/08/2013	2011-12 PROP PRG	FY 2011-12 PROPERTY INSURANCE PREMIUM FINAL AUDIT	\$382.72
Remit to: PALM DESERT, CA					<b>FYTD:</b> \$410,463.13
PERRY, NORMA	8988	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: LOCKEFORD, CA					<b>FYTD:</b> \$2,868.57
PERS LONG TERM CARE PROGRAM	216579	04/01/2013	130321	LONG TERM CARE INSURANCE	\$458.63
Remit to: PASADENA, CA					<b>FYTD:</b> \$9,631.23
PERS LONG TERM CARE PROGRAM	216887	04/22/2013	2013-00000029	4720 - PERS LONG TERM CARE	\$458.63
Remit to: PASADENA, CA					<b>FYTD:</b> \$9,631.23



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PERS LONG TERM CARE PROGRAM	216914	04/22/2013	2013-00000007	4720 - PERS LONG TERM CARE	\$458.63
Remit to: PASADENA, CA					<b>FYTD: \$9,631.23</b>
PERS RETIREMENT	9189	04/12/2013	P130329a	MISCELLANEOUS SERVICES	\$443.70
Remit to: SACRAMENTO, CA					<b>FYTD: \$5,146,286.92</b>
PERS RETIREMENT	9361	04/25/2013	P130412a	PERS RETIREMENT PEPRA	\$1,021.17
Remit to: SACRAMENTO, CA					<b>FYTD: \$5,146,286.92</b>
PETTY CASH - FINANCE	216921	04/22/2013	04/04/2013	PETTY CASH REPLENISHMENT	\$1,397.63
Remit to: MORENO VALLEY, CA					<b>FYTD: \$5,823.52</b>
PILAR & MARTINA LOPEZ	216927	04/22/2013	CK#196970	REISSUE UNCLAIMED CK#196970 DTD 8/17/09	\$96.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$96.00</b>
PIP PRINTING	8937	04/08/2013	53640	PRINTING OF CAFR - 40 COPIES	\$1,458.83
Remit to: MORENO VALLEY, CA					<b>FYTD: \$7,148.04</b>
POUNDS, NANCY	8989	04/08/2013	130401	MAR '13, PD APR '13	\$318.73
Remit to: BOISE, ID					<b>FYTD: \$2,549.84</b>
PRAISE & WORSHIP CENTER	216746	04/08/2013	MSC13-0005	REFUND - RESEARCH LETTER NOT REQUIRED (PAID W/ CK# 1258)	\$250.00
Remit to: HEMET, CA					<b>FYTD: \$250.00</b>
PRECIS SOLAR	217047	04/29/2013	BL#26008-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#26008	\$67.00
Remit to: CANYON LAKE, CA					<b>FYTD: \$67.00</b>

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PRICE, GEORGE E.	8990	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,868.57</b>
PRO NAILS & HAIR	217048	04/29/2013	BL#21642-YR2013	REFUND OF OVERPAYMENT FOR BL#21642	\$61.28
Remit to: MORENO VALLEY, CA					<b>FYTD: \$61.28</b>
PROFESSIONAL COMMUNICATIONS NETWORK PCN	216788	04/15/2013	130300445	LIVE ANSWERING SERVICE FOR TOW PROGRAM	\$540.95
Remit to: RIVERSIDE, CA					<b>FYTD: \$4,961.00</b>
PSOMAS	216580	04/01/2013	86313 87032	CONSULTING SERVICES, SURVEY - CACTUS/NASON CONSULTING SERVICES, SURVEY - CACTUS/NASON	\$3,280.00
Remit to: SANTA ANA, CA					<b>FYTD: \$87,470.43</b>
PSOMAS	216661	04/08/2013	84437 85007	CONSULTING SERVICES, SURVEY - NASON INTERCHANGE CONSULTING SERVICES, SURVEY - CACTUS/NASON	\$6,593.42
Remit to: SANTA ANA, CA					<b>FYTD: \$87,470.43</b>
PSOMAS	216965	04/29/2013	87777	CONSULTING SERVICES, SURVEY - SR-60/NASON OC	\$2,831.88
Remit to: SANTA ANA, CA					<b>FYTD: \$87,470.43</b>
PULLIAM, TRENT D.	8991	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MISSION VIEJO, CA					<b>FYTD: \$2,868.57</b>
PW ENHANCEMENT CENTER	9111	04/22/2013	JAN 2013	CDBG PROGRAM REIMB.-EMERGENCY OUTREACH SERVICES	\$28.14
Remit to: MORENO VALLEY, CA					<b>FYTD: \$18,565.85</b>



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QWEST COMMUNICATIONS COMPANY, LLC	216623	04/01/2013	BL#09842-YR2013	REFUND OF OVERPAYMENT FOR BL#09842	\$124.10
Remit to: DENVER, CO					<b>FYTD: \$124.10</b>
RAEMIE WOOD	216812	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG	\$250.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$345.00</b>
RAMON RUBAL	216849	04/15/2013	MV1120410005	REFUND-CITATION OVERPAYMENT	\$65.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$65.00</b>
RAMOS, ROBERTO	216922	04/22/2013	APR-2013	INSTRUCTOR SVCS-KINDER KARATE & TAE KWON DO CLASSES	\$492.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$5,024.70</b>
RASMUSSEN BROTHERS CONSTRUCTION	216889	04/22/2013	MVPD MR 2	CONSTRUCTION CONTRACT - MVPD MONITOR ROOM	\$6,360.25
Remit to: FALLBROOK, CA					<b>FYTD: \$138,313.35</b>
RAY-RAMIREZ, DARCY L.	216699	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: RIVERSIDE, CA					<b>FYTD: \$2,868.57</b>
RBF CONSULTING, INC.	8896	04/01/2013	842636	CONSULTING SVCS-IS/MND FOR ALESSANDRO BLVD CORRIDOR IMPLEMENTAT.	\$675.00
Remit to: IRVINE, CA					<b>FYTD: \$46,995.94</b>
RBF CONSULTING, INC.	8938	04/08/2013	839295 841232	CONSULTING SERVICES, ENGINEERING - CACTUS/NASON CONSULTING SERVICES, ENGINEERING - CACTUS/NASON	\$4,377.50
Remit to: IRVINE, CA					<b>FYTD: \$46,995.94</b>

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REDBOX AUTOMATED RETAIL, LLC	216624	04/01/2013	BL#19764-YR2013	REFUND OF OVERPAYMENT FOR BL#19764	\$76.19
Remit to: VILLA PARK, IL					<u>FYTD:</u> \$76.19
REDBOX AUTOMATED RETAIL, LLC	216625	04/01/2013	BL#21097-YR2013	REFUND OF OVERPAYMENT FOR BL#21097	\$82.90
Remit to: VILLA PARK, IL					<u>FYTD:</u> \$82.90
REESE, JEFF	216604	04/01/2013	4/9-4/11/13	TRAVEL PER DIEM-CNOA DRUG ABUSE RECOGNITION TRNG	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
REFUGIO VAZQUEZ	216852	04/15/2013	MV3110818003	REFUND-CITATION OVERPAYMETN	\$67.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$67.00
REGINA BANKOLE	216707	04/08/2013	FEB-2013	INSTRUCTOR SVCS-AFRICAN AMERICAN HERITAGE CLASS	\$24.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9048	04/15/2013	10929227	LINEN RENTAL FOR CRC	\$75.00
			10935616	LINEN RENTAL FOR CRC	
			10941605	LINEN RENTAL FOR CRC	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,295.61
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9112	04/22/2013	10948339	LINEN RENTAL FOR CRC	\$27.52
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,295.61
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	9164	04/29/2013	10954345	LINEN RENTAL FOR CRC	\$22.50



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Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$1,295.61
RESCUE ROOTER	216663	04/08/2013	259102	MAIN WATER LINE REPAIR IN ANNEX 1 PARKING LOT	\$919.17
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$919.17
RHONDA VECHT	216832	04/15/2013	7013057-02	SOLAR INCENTIVE REBATE	\$10,435.50
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$10,435.50
RICARDO REYES	217054	04/29/2013	R13-060557	AS REFUND-ADPT,MC,VACS,LIC	\$82.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$82.00
RICK ENGINEERING COMPANY	8939	04/08/2013	0030625	CONSULTING SERVICES, SURVEY - CACTUS/NASON	align="right">\$11,265.00
			0030604	CONSULTING SERVICES, SURVEY - CACTUS/NASON	
			0030605	CONSULTING SERVICES, SURVEY - SIP/KENTLAND WILSON KINNY	
			0031065	CONSULTING SERVICES, SURVEY - SIP/KENTLAND, WILSON, KINNY	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$170,098.21
RICK HARTMANN	216691	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: SAN DIMAS, CA					<b>FYTD:</b> \$2,231.11
RIGHTWAY SITE SERVICES, INC.	216890	04/22/2013	722154	PORTABLE RESTROOMS-EQUESTRIAN CENTER	align="right">\$470.90
			722228	PORTABLE TOILET ON WHEELS/SERVICE FOR M&O DIV.	
			722153	PORTABLE RESTROOM-COTTONWOOD GOLF COURSE	
Remit to: LAKE ELSINORE, CA					<b>FYTD:</b> \$5,196.17
RITA SOOHOO	217060	04/29/2013	R13-057715	AS REFUND-RABIES DEPOSIT	\$20.00

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	216664	04/08/2013	9990023000-1301	800-MHZ RADIO MONTHLY LEASE	\$379.80
			9990023000-1302	800-MHZ RADIO MONTHLY LEASE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$23,490.17
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	216581	04/01/2013	130321	GARNISHMENT	\$159.67
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,720.83
ROGERS, EUGENE	8992	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: PEBBLE BEACH, CA					<u>FYTD:</u> \$2,868.57
ROMAN REYES	216848	04/15/2013	MV2120720042	REFUND-CITATION OVERPAYMENT	\$133.00
Remit to: MEAD VALLEY, CA					<u>FYTD:</u> \$133.00
ROSENOW SPEVACEK GROUP (RSG, INC.)	216665	04/08/2013	0028900	NSP ELIGIBILITY REVIEW SERVICES	\$1,235.00
			0028901	ELIGIBILITY REVIEW - ROBLES	
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$13,058.98
ROSS, DAVID T.	8993	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
ROSSON, LOUIS A.	8994	04/08/2013	130401	RETIREE MED APR '13	\$269.87
			130401a	RETIREE MED APR '13	





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Remit to: PERRIS, CA					<b>FYTD:</b> \$2,479.97
ROSSTON SCHOOL OF HAIR DESIGN	216626	04/01/2013	BL#24056-YR2013	REFUND OF OVERPAYMENT FOR BL#24056	\$62.66
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$62.66
ROTO-ROOTER PLUMBERS	9114	04/22/2013	IE242646	EMERGENCY PLUMBING REPAIRS AT COTTONWOOD GOLF COURSE	\$211.00
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$563.36
RSPC, INC	217055	04/29/2013	BL#25995-YR2013	REFUND OF OVERPAYMENT FOR BL#25995	\$64.20
Remit to: CORONA, CA					<b>FYTD:</b> \$64.20
RUDY LOPEZ	216736	04/08/2013	R12-051108	REFUND AS-REF COLL OF DEBTS FR REV EXP	\$400.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$400.00
RUSSO, JOHN	8995	04/08/2013	130401	RETIREE MED APR '13	\$146.32
Remit to: RANCHO MIRAGE, CA					<b>FYTD:</b> \$1,715.23
SA ASSOCIATES	9049	04/15/2013	78	CONSULTING PROJECT MANAGEMENT - CACTUS/NASON	\$10,800.00
Remit to: ARCADIA, CA					<b>FYTD:</b> \$103,425.00
SABRE LIGHTING AND SIGNS	216666	04/08/2013	5190 5167	SIGNAGE - MORENO VALLEY UTILITIES CITY OF MORENO VALLEY ALUMINUM PLAQUE OF CITY EMBLEM	\$2,221.31
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$5,300.79
SAFEWAY SIGN CO.	9165	04/29/2013	93578	TRAFFIC SIGNS, POSTS, HARDWARE	\$1,021.30

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Remit to: ADELANTO, CA					<b>FYTD:</b> \$19,874.33
SALMAN, CLAUDIA	216997	04/29/2013	APR-2013	INSTRUCTOR SVCS-LATIN ZUMBA CLASS	\$90.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$876.00
SALVATION ARMY	217057	04/29/2013	1025906	REFUND RENTAL DEPOSIT FOR 3/31/13 EVENT AT CONFERENCE & REC CTR.	\$300.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$300.00
SAMBITO, MARK W.	216809	04/15/2013	FALL 2012	TUITION FEE REIMBURSEMENT	\$1,500.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,500.00
SANDRA GARZA	217071	04/29/2013	1026983	REFUND-CANCELLED CONTRACT CLASS	\$47.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$47.00
SAVAGE, JONATHAN	216966	04/29/2013	305	RED HOT CHILI PEPPERS BAND-5/3/13 CONCERT AT TOWNGATE PARK	\$1,200.00
Remit to: SAN DIEGO, CA					<b>FYTD:</b> \$1,200.00
SBI BUILDERS, INC	216627	04/01/2013	BL#23915-YR2013	REFUND OF OVERPAYMENT FOR BL#23915	\$61.00
Remit to: SAN JOSE, CA					<b>FYTD:</b> \$61.00
SCHIEFELBEIN, LORI C.	216700	04/08/2013	130401	MAR '13, PD APR '13	\$318.73
Remit to: BULLHEAD CITY, AZ					<b>FYTD:</b> \$15,174.82
SCHIEFELBEIN, LORI C.	216967	04/29/2013	MAR 2013	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM	\$1,416.25
Remit to: BULLHEAD CITY, AZ					<b>FYTD:</b> \$15,174.82



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SCHUMAN, MICHAEL	8996	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: RIVERSIDE, CA					<b>FYTD: \$2,868.57</b>
SCMAF - INLAND VALLEY	216667	04/08/2013	979	2013 SCMAF ACTIVE MEMBERS-K. CALLISTER & M. SMITH	\$140.00
Remit to: EL MONTE, CA					<b>FYTD: \$140.00</b>
SCOTT FAZEKAS & ASSOCIATES, INC	216968	04/29/2013	16575	PLAN CHECK SERVICES FOR BLDG & SAFETY DEPT.	\$605.00
Remit to: IRVINE, CA					<b>FYTD: \$4,048.00</b>
SEAN PAUL MERWARTH	216844	04/15/2013	MV2120216011	REFUND-CITATION OVERPAYMENT	\$115.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$115.00</b>
SEARS PORTRAIT STUDIO #41868	217059	04/29/2013	BL#05959-YR2013	REFUND OF OVERPAYMENT FOR B/L#05959	\$64.90
Remit to: SAINT LOUIS, MO					<b>FYTD: \$64.90</b>
SECTRAN SECURITY, INC	216969	04/29/2013	13040626 - ENT 13040626 - CH 13040626 - PR	ARMORED TRANSPORT SERVICES-MV UTILITY ARMORED TRANSPORT SERVICES-CITY HALL ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS	\$477.00
Remit to: LOS ANGELES, CA					<b>FYTD: \$4,770.00</b>
SECURITY LOCK & KEY	8940	04/08/2013	25852	RE-KEY OF CITY HALL CONFERENCE RM C - WO# 13-0448	\$62.50
Remit to: YUCAIPA, CA					<b>FYTD: \$15,472.35</b>
SECURITY LOCK & KEY	9050	04/15/2013	25851	LOCK REPAIRS & DUPLICATE KEYS-SUNNYMEAD PARK SNACK BAR	\$80.78
Remit to: YUCAIPA, CA					<b>FYTD: \$15,472.35</b>

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SECURITY LOCK & KEY	9115	04/22/2013	25881	DOOR/LOCK REPAIRS & DUP. KEYS FOR ANNEX #1 WO#13-0550	\$9,262.69
			25882	DOOR/LOCK REPAIRS-ANNEX #1 RENOVATION WO#10-2354	
Remit to: YUCAIPA, CA					<b>FYTD:</b> \$15,472.35
SERAFIN RAMIREZ	216747	04/08/2013	R13-059388	REFUND AS-ADOPT,VACCINES,CHIP	\$87.00
Remit to: MURRIETA, CA					<b>FYTD:</b> \$87.00
SHARRETT, SHARON K.	8997	04/08/2013	130401	RETIREE MED APR '13	\$173.37
Remit to: ONTARIO, CA					<b>FYTD:</b> \$1,522.53
SHEFFIELD FORECLOSURE RENOVATION	216892	04/22/2013	MV0237	FINAL REHAB COSTS FOR NSP PROPERTY AT 25472 ORCHID CT.	\$7,349.09
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$47,828.31
SHEILA D. GIBSON	216840	04/15/2013	MV97430	REFUND-CITATION OVERPAYMENT	\$407.50
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$407.50
SHELDON, STUART H.	216701	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MURRIETA, CA					<b>FYTD:</b> \$2,868.57
SHELL OIL CO.	216582	04/01/2013	065124489303	FUEL PURCHASES-PD MOTORCYCLES	\$1,412.81
Remit to: COLUMBUS, OH					<b>FYTD:</b> \$18,518.56
SHELL OIL CO.	216893	04/22/2013	065124489304	FUEL PURCHASES-PD MOTORCYCLES	\$1,564.98
Remit to: COLUMBUS, OH					<b>FYTD:</b> \$18,518.56
SHELL OIL CO.	216970	04/29/2013	065159196304	FUEL PURCHASE-M&O TREE CREW	\$23.12



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Remit to: COLUMBUS, OH					<u>FYTD:</u> \$18,518.56
SHENNY MANSILLA	216928	04/22/2013	CK#2947	REISSUE UNCLAIMED CK#2947 DTD 5/12/10	\$179.26
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$179.26
SINGER & COFFIN, APC	8941	04/08/2013	2900	PROFESSIONAL LEGAL SERVICES - SR-60/MB PH II	\$15,507.16
Remit to: IRVINE, CA					<u>FYTD:</u> \$74,114.00
SIRE TECHNOLOGIES/HYLAND SOFTWARE	9166	04/29/2013	215294	SIRE AGENDA/MOBILE LICENSING	\$675.00
Remit to: WESTLAKE, OH					<u>FYTD:</u> \$49,335.04
SKECHERS	216826	04/15/2013	7013669-01/MAR13	SOLAR INCENTIVE REBATE	\$5,976.34
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$5,976.34
SKY PUBLISHING	216583	04/01/2013	13_2_282	FULL PAGE ADVERTISEMENT-"YOUR VILLA" PUBLICATION-MAR.21-23 ISSUE	\$1,485.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$56,337.00
SKY PUBLISHING	216894	04/22/2013	13_2_286	SUMMER 2013 SOARING REC. GUIDE PUBLICATION PRINTING & DELIVERY	\$12,093.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$56,337.00
SKY TRAILS MOBILE VILLAGE	9052	04/15/2013	JAN 2013a	REFUND-UUT FOR EXEMPT RESIDENTS	\$58.38
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$417.98
SMITH, MARIA A.	8998	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SMOOTH TRANSITION, INC	216938	04/22/2013	JAN-MAR 2013	CDBG REIMB-JOB READINESS PROGRAM	\$2,500.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,000.00
SO CAL FIRE PREVENTION OFFICERS ASSOC.	216998	04/29/2013	5/14/13 TRAINING	RANDY MELTZ REGIS-SIGNIFICANT CODE CHANGES TRAINING	\$50.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$600.00
SOCO GROUP, INC	9053	04/15/2013	690901	FUEL FOR CITY VEHICLES & EQUIPMENT	\$4,816.98
Remit to: PERRIS, CA					<u>FYTD:</u> \$301,905.42
SOCO GROUP, INC	9116	04/22/2013	690198	FUEL FOR CITY VEHICLES & EQUIPMENT	\$8,349.09
Remit to: PERRIS, CA					<u>FYTD:</u> \$301,905.42
SOCO GROUP, INC	9167	04/29/2013	691925	FUEL FOR CITY VEHICLES & EQUIPMENT	\$7,673.78
Remit to: PERRIS, CA					<u>FYTD:</u> \$301,905.42
SOLAR CITY CORP.	216827	04/15/2013	BL#20338-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#20338	\$510.08
Remit to: SAN MATEO, CA					<u>FYTD:</u> \$510.08
SORRELLA CREATIVE DESIGN	216895	04/22/2013	0001-000003	FINAL FEE FOR MURAL	\$3,406.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$14,445.00
SOUTH COAST AIR QUALITY MGMT DISTRICT	216669	04/08/2013	2567419	ANNUAL OPERATING FEES FOR GENERATOR AT FIRE ST #6	\$426.41
			2568406	EMISSIONS FEES FOR GENERATOR AT FIRE ST #6	
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$3,589.37



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SOUTH COAST AIR QUALITY MGMT DISTRICT	216896	04/22/2013	2581091	ANNUAL OPERATING FEES FOR GENERATOR AT FIRE ST #58	\$426.41
			2581741	EMISSIONS FEES FOR GENERATOR AT FIRE ST #58	
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$3,589.37
SOUTHERN CALIFORNIA EDISON 1	216584	04/01/2013	FEB-13 4/1/13	ELECTRICITY	\$18,816.72
			MAR-13 4/1/13	ELECTRICITY	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216671	04/08/2013	MAR-13 4/8/13	ELECTRICITY	\$6,437.36
Remit to: RIALTO, CA					<u>FYTD:</u> \$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216897	04/22/2013	MAR-13 4/22/13	ELECTRICITY	\$15,558.86
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,645,221.80
SOUTHERN CALIFORNIA EDISON 1	216971	04/29/2013	MAR-13 4/29/13	ELECTRICITY	\$17,956.52
			APR-13 4/29/13	ELECTRICITY	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,645,221.80
SOUTHERN CALIFORNIA GAS CO.	216791	04/15/2013	178 260 1859 4	GAS CHARGES - OPENING BILL FOR ANNEX BLDG 1	\$1,065.92
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$54,773.50
SOUTHERN CALIFORNIA GAS CO.	216898	04/22/2013	MAR-2013	GAS CHARGES	\$4,671.80
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$54,773.50
SOUTHERN PET SUPPLIES	9054	04/15/2013	9255	PET SUPPLIES-COLLARS	\$937.30
			9257	PET SUPPLIES-COLLARS, LEADS, HARNESSES	

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Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$4,226.40
SPARKLETTS	216585	04/01/2013	7387294 020713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE	\$14.50
			7387294 030713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE	
			10050036 030213	BOTTLED WATER/SVC-EOC/ERF	
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,029.62
SPARKLETTS	216792	04/15/2013	7364596 040213	BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILDS PLACE"	\$62.77
			7363683 040213	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILDS PLACE"	
			7364551 032313	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILDS PLACE"	
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,029.62
SPARKLETTS	216899	04/22/2013	7387294 040713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE	\$5.00
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,029.62
SPARKLETTS	216972	04/29/2013	10050036 040213	BOTTLED WATER/SVC-EOC/ERF	\$4.50
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,029.62
SPECK, GARY B.	8999	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
SPECTRUM FLORAL SERVICE	216750	04/08/2013	BL#06249-YR2013	REFUND OF OVERPAYMENT FOR BL#06249	\$98.14
Remit to: VISTA, CA					<u>FYTD:</u> \$98.14
SPENCER, MARTHA	9000	04/08/2013	130401	RETIREE MED APR '13	\$146.32





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Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,715.23</b>
SPORTS TREASURES	216629	04/01/2013	BL#22711-YR2013	REFUND OF OVERPAYMENT FOR BL#22711	\$90.57
Remit to: ORANGE, CA					<b>FYTD: \$90.57</b>
SPRINT	8897	04/01/2013	634235346-030	CELLULAR PHONE SVC FOR PD SET	\$530.79
Remit to: CAROL STREAM, IL					<b>FYTD: \$7,323.01</b>
SPRINT	8942	04/08/2013	634235346-031	CELLULAR PHONE SVC FOR PD SET	\$570.06
			417544340-076	CELLULAR PHONE SVC FOR PD GTF	
Remit to: CAROL STREAM, IL					<b>FYTD: \$7,323.01</b>
SPRINT	216900	04/22/2013	LCI-159599	CELLULAR TECH EXTRACTION & LOCATOR SVCS	\$30.00
Remit to: KANSAS CITY, MO					<b>FYTD: \$7,323.01</b>
SPRINT	216973	04/29/2013	LCI-167972	CELLULAR TECH EXTRACTION & LOCATOR SVCS	\$30.00
Remit to: KANSAS CITY, MO					<b>FYTD: \$7,323.01</b>
SPRINT SPECTRUM, LP	216828	04/15/2013	BL#09485-YR2013	REFUND OF OVERPAYMENT FOR B/L#	\$70.37
Remit to: OVERLAND PARK, KS					<b>FYTD: \$70.37</b>
STACIE CLARK	216726	04/08/2013	R13-057401	REFUND AS-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$20.00</b>
STANDARD INSURANCE CO	216605	04/01/2013	130401	SUPPLEMENTAL INSURANCE	\$2,018.57
Remit to: PORTLAND, OR					<b>FYTD: \$304,037.46</b>

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STANLEY CONVERGENT SECURITY SOLUTNS, INC	8898	04/01/2013	10032217	SECURITY SYSTEM MONITORING-PARKS SNACK BARS	\$186.17
Remit to: PALATINE, IL					<b>FYTD:</b> \$44,433.58
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9055	04/15/2013	10046384	ALARM SYSTEM MONITORING SVCS-TOWNGATE COMM. CTR	\$19,585.83
			10065809	FIRE ALARM SYSTEM EXPANSION AT ANNEX 1 BUILDING	
			10055949	ALARM SYSTEM MONITORING SVCS-TS ANNEX	
			10057887	ALARM SYSTEM MONITORING SVCS-PUBLIC SAFETY BLDG	
			10045048	ALARM SYSTEM MONITORING SVCS-ANNEX BLDG 1	
			10045025	ALARM SYSTEM MONITORING SVCS-CONF. & REC CTR.	
			10040951	ALARM SYSTEM MONITORING SVCS-MARCH FIELD PARK COMM CTR.	
			10038429	ALARM SYSTEM MONITORING SVCS-EOC	
			10065689	INTRUSION ALARM SYSTEM EXPANSION AT ANNEX 1 BUILDING	
Remit to: PALATINE, IL					<b>FYTD:</b> \$44,433.58
STANLEY CONVERGENT SECURITY SOLUTNS, INC	9168	04/29/2013	10118194	ALARM SYSTEM MONITORING SVCS-GANG TASK FORCE OFFICE	\$361.24
			10074601	ALARM SYSTEM SERVICE AT ANNEX 4-MALFUNCTION/PHONE LINE DOWN	
			10123021	ALARM SYSTEM MONITORING SVCS-EOC	
Remit to: PALATINE, IL					<b>FYTD:</b> \$44,433.58
STATE BOARD OF EQUALIZATION	216974	04/29/2013	1ST QTR 2013	ACCT# 31-000177-ELECTR. ENERGY SURCHARGE RETURN/JAN-MAR 2013	\$7,611.88
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$35,307.18



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STATE BOARD OF EQUALIZATION 1	9184	04/26/2013	033113	SALES & USE TAX-1ST QTR 2013 (1/1-3/31/13)	\$1,249.00
Remit to: SACRAMENTO, CA					<b>FYTD: \$20,816.12</b>
STATE CONTROLLER'S OFFICE	216975	04/29/2013	27285	ANNUAL STREET REPORT 2011-12	\$2,500.00
Remit to: SACRAMENTO, CA					<b>FYTD: \$2,500.00</b>
STATE DISBURSEMENT UNIT	9065	04/05/2013	2013-00000012	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,111.48
Remit to: WEST SACRAMENTO, CA					<b>FYTD: \$47,215.73</b>
STATE DISBURSEMENT UNIT	9180	04/19/2013	2013-00000034	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,059.56
Remit to: WEST SACRAMENTO, CA					<b>FYTD: \$47,215.73</b>
STATE OF CALIFORNIA DEPT. OF JUSTICE	216586	04/01/2013	961578	BLOOD ALCOHOL ANALYSIS FOR PD	\$2,081.00
			958040	FINGERPRINTING SVCS-PD	
			932463 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM	
			932463	FINGERPRINTING SVCS-HR	
Remit to: SACRAMENTO, CA					<b>FYTD: \$29,588.00</b>
STATE OF CALIFORNIA DEPT. OF JUSTICE	216672	04/08/2013	932463 (C. PTRL)	FINGERPRINTING SVCS-CITZ. PATROL VOLS.	\$64.00
Remit to: SACRAMENTO, CA					<b>FYTD: \$29,588.00</b>
STATE OF CALIFORNIA DEPT. OF JUSTICE	216673	04/08/2013	881756	FINGERPRINTING SVCS-PD	\$32.00
Remit to: SACRAMENTO, CA					<b>FYTD: \$29,588.00</b>

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STATE OF CALIFORNIA DEPT. OF JUSTICE	216976	04/29/2013	963126	FINGERPRINTING SVCS-PD	\$1,609.00
			967100	BLOOD ALCOHOL ANALYSIS FOR PD	
Remit to: SACRAMENTO, CA					<b>FYTD: \$29,588.00</b>
STATE OF CALIFORNIA DEPT. OF JUSTICE	216977	04/29/2013	937971 (C. PTRL)	FINGERPRINTING SVCS-CITIZEN PATROL VOLUNTEERS	\$288.00
			937971 (SRTS)	FINGERPRINTING SVCS-SRTS PROGRAM	
Remit to: SACRAMENTO, CA					<b>FYTD: \$29,588.00</b>
STATEWIDE TOWING & RECOVERY	216978	04/29/2013	67941	TOWING SERVICES FOR PD-COMM. SVCS. VEHICLE	\$109.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$254.00</b>
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	9117	04/22/2013	42518	TRANSCRIPTION SERVICES FOR PD	\$1,465.28
Remit to: CORONA, CA					<b>FYTD: \$28,096.96</b>
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	216632	04/01/2013	42504	TRANSCRIPTION SERVICES FOR PD	\$1,430.08
Remit to: CORONA, CA					<b>FYTD: \$28,096.96</b>
STEPHANIE BERUMEN	216724	04/08/2013	R12-056130	REFUND AS-SPAY/NEUTER AND RABIES	\$95.00
Remit to: REDLANDS, CA					<b>FYTD: \$95.00</b>
STEPHANIE C SHIPMAN	216850	04/15/2013	MV3121127043	REFUND-CITATION OVERPAYMENT	\$57.50
Remit to: PINE GROVE, CA					<b>FYTD: \$57.50</b>
STEVE M. DURAN	216838	04/15/2013	MV2120822017	REFUND-CITATION OVERPAYMENT	\$20.00



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Remit to: MORENO VALLEY, CA					<b>FYTD: \$20.00</b>
STEVE SALAIZ	216923	04/22/2013	MAR-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS	\$78.00
			APR-2013	INSTRUCTOR SVCS-TAE KWON DO CLASS	
Remit to: MIRA LOMA, CA					<b>FYTD: \$195.00</b>
STEVEN MA	216737	04/08/2013	FA12-1678	REFUND-WAIVED FIRE INSPECTION LATE CHARGES	\$15.70
Remit to: LOS ANGELES, CA					<b>FYTD: \$15.70</b>
STEWART, CLIFFORD	9001	04/08/2013	130401	RETIREE MED APR '13	\$210.74
Remit to: GLENDALE, AZ					<b>FYTD: \$2,200.16</b>
STITES, ROBERT	216810	04/15/2013	4/22-4/26/13	TRAVEL PER DIEM-OFFICER INVOLVED SHOOTING & FORCE INVESTIG. TRNG	\$250.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$345.00</b>
STK ARCHITECTURE, INC.	8899	04/01/2013	19700	ARCHITECTURAL SERVICES - FIRE STATION NO. 6 STORAGE	\$16,301.50
			19711	ANNEX 1 REDESIGN & RENOVATION PROJ.-WATER/LANDSCAPE METERS SVCS	
			19714	CITY HALL RESTROOM REMODEL-DESIGN SERVICES	
			19697	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR	
			19712	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR	
			19713	ARCHITECTURAL SERVICES - CITY HALL 2ND LEVEL FLOOR	
			19699	ARCHITECTURAL SERVICES - FIRE STATION NO. 6 STORAGE	
			19710	ANNEX 1 REDESIGN & RENOVATION PROJECT SVCS	
Remit to: TEMECULA, CA					<b>FYTD: \$218,247.88</b>

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STRADLING, YOCCA, CARLSON & RAUTH	8943	04/08/2013	278464-0031	LEGAL SERVICES	\$2,499.50
			278466-0036	LEGAL SERVICES	
			278465-0034	LEGAL SERVICES	
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$95,127.03</b>
STRADLING, YOCCA, CARLSON & RAUTH	9118	04/22/2013	279062-0032	LEGAL SERVICES	\$6,306.30
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$95,127.03</b>
STRADLING, YOCCA, CARLSON & RAUTH	216633	04/01/2013	278463-0017	LEGAL SERVICES RE: HIGHLAND FAIRVIEW PROJECT	\$3,708.50
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$95,127.03</b>
STREICH, TERRY L.	9002	04/08/2013	130401	VSP APR '13, PD APR '13	\$30.33
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,162.88</b>
STRICKLER ASSOCIATION, THE	8900	04/01/2013	4400	CONSULTANT SVCS-NSP PROJECT-FEB13	\$910.00
Remit to: SAN BERNARDINO, CA					<b>FYTD: \$14,066.23</b>
STRICKLER ASSOCIATION, THE	9119	04/22/2013	4500	CONSULTANT SVCS-HABITAT FOR HUMANITY PROJECT	\$2,177.50
Remit to: SAN BERNARDINO, CA					<b>FYTD: \$14,066.23</b>
STUDIO PRODUCTIONS	216674	04/08/2013	7318	PURCHASE OF USED SOUND EQUIPMENT	\$13,105.82
Remit to: COLTON, CA					<b>FYTD: \$13,105.82</b>
SUNGLASS HUT STORE #4536	216829	04/15/2013	BL#06427-YR2013	REFUND OF OVERPAYMENT FOR B/L#06427	\$64.88



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Remit to: MASON, OH					<b>FYTD: \$64.88</b>
SUNNYMEAD ACE HARDWARE	216587	04/01/2013	50696	MISC. SUPPLIES FOR FIRE ST. 2	\$97.97
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,516.82</b>
SUNNYMEAD ACE HARDWARE	216588	04/01/2013	48502	MISC. SUPPLIES FOR PD	\$257.61
			50382	MISC. SUPPLIES FOR PD	
			50108	MISC. SUPPLIES FOR PD	
			49840	MISC. SUPPLIES FOR PD	
			49707	MISC. SUPPLIES FOR PD	
			49447	MISC. SUPPLIES FOR PD	
			49289	MISC. SUPPLIES FOR PD	
			48088	MISC. SUPPLIES FOR PD	
			49424	MISC. SUPPLIES FOR PD	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,516.82</b>
SUNNYMEAD ACE HARDWARE	216675	04/08/2013	48841	MISC. SUPPLIES FOR PD	\$71.49
			50608	MISC. SUPPLIES FOR PD	
			47538	MISC. SUPPLIES FOR PD	
			50511	MISC. SUPPLIES FOR PD	
			50427	MISC. SUPPLIES FOR PD	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,516.82</b>
SUNNYMEAD ACE HARDWARE	216901	04/22/2013	50923	MISC. SUPPLIES FOR PD	\$15.94
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,516.82</b>

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SUNNYMEAD ACE HARDWARE	216902	04/22/2013	50958	MISC. SUPPLIES FOR FIRE ST. 48 - SHOWER HEAD	\$32.08
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,516.82
SUNNYMEAD ACE HARDWARE	216979	04/29/2013	51148	MISC. SUPPLIES FOR PD	\$24.38
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,516.82
SUNNYMEAD INVESTMENT CORP	216830	04/15/2013	FW13-0001	REFUND-SPECIAL DISTRICT FEE/APN 292-250-012	\$13.80
Remit to: BUENA PARK, CA					<b>FYTD:</b> \$13.80
SUNNYMEAD VILLAGE DENTAL GROUP	217062	04/29/2013	BL#22729-YR2013	REFUND OF DUPLICATE PAYMENT FOR BL#22729	\$441.29
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$441.29
SUNWEST ELECTRIC, INC	216751	04/08/2013	BL#13034-YR2013	REFUND OF OVERPAYMENT FOR BL#13034	\$60.00
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$60.00
SUPERIOR TOWING INC	216676	04/08/2013	66487 66736	TOWING SERVICE FOR PD - INV MV130400203 TOWING SERVICE FOR PD - INV MV130400203	\$562.50
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$562.50
TAQUERIA ZACATECAS	216630	04/01/2013	BL#17787-YR2013	REFUND OF OVERPAYMENT FOR BL#17787	\$83.27
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$83.27
TAX COMPLIANCE SERVICES	216589	04/01/2013	2012-2013 STMT 8	UUT AUDIT & CONSULTING SERVICES	\$5,000.00
Remit to: THOUSAND OAKS, CA					<b>FYTD:</b> \$50,000.00
TAX COMPLIANCE SERVICES	216980	04/29/2013	2012-2013 STMT 9	UUT AUDIT & CONSULTING SERVICES	\$5,000.00





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Remit to: THOUSAND OAKS, CA					<u>FYTD:</u> \$50,000.00
TAYLOR'S APPLIANCE	216677	04/08/2013	J81560	CLOTHES DRYER REPAIR - FIRE STATION 58	\$182.74
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,206.79
TAYLOR'S APPLIANCE	216904	04/22/2013	J81692 BB4258-0	INITIAL SERVICE CALL REGARDING DISHWASHER AT FIRE ST. #65 PURCHASE OF NEW DISHWASHER FOR FIRE ST #65	\$546.28
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,206.79
TAYLOR'S APPLIANCE	216981	04/29/2013	J82206	GAS DRYER REPAIRS AT FIRE ST. #91	\$162.56
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,206.79
TEIRNEY LEEKS	217037	04/29/2013	R13-060767	AS REFUND - RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
TERRI MEINE	216739	04/08/2013	R13-059586	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MEAD VALLEY, CA					<u>FYTD:</u> \$20.00
THERMAL COMBUSTION INNOVATORS	216678	04/08/2013	105035	BIOHAZARD MEDICAL WASTE DISPOSAL SVCS FOR ANIMAL SHELTER	\$73.20
Remit to: COLTON, CA					<u>FYTD:</u> \$872.42
THERMAL-COOL INC.	216793	04/15/2013	31649	MAINT. SERVICE TO A/C AT SUNNYMEAD PARK SNACK BAR	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,845.77
THOMAS ASHLEY	216723	04/08/2013	R13-060089	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THOMAS MADRIL	216842	04/15/2013	MVP57126	REFUND-CITATION OVERPAYMETN	\$57.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$57.50
THOMAS MADRIL	216843	04/15/2013	MVP50844	REFUND-CITATION OVERPAYMENT	\$54.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$54.50
THRIFTY OIL COMPANY #348	217063	04/29/2013	BL#06624-YR2013	REFUND OF OVERPAYMENT FOR B/L#06624	\$61.86
Remit to: SANTA FE SPRINGS, CA					<u>FYTD:</u> \$61.86
TILT	217064	04/29/2013	BL#13877-YR2013	REFUND OF OVERPAYMENT FOR BL#13877	\$49.56
Remit to: CARROLLTON, TX					<u>FYTD:</u> \$49.56
TINO MONTEMOR	216929	04/22/2013	CK#190277	REISSUE UNCLAIMED CK#190277 DTD 11/13/08	\$73.49
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$73.49
TITLE 365	216753	04/08/2013	APN 481-171-049	REFUND OF 2011 FIRE ABATEMENT FEES (DUP PAID THRU PROP TAX BILL)	\$500.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$500.50
TMAD TAYLOR & GAINES ENGINEERS	216983	04/29/2013	00076932	CONSTRUCTION SUPPORT SERVICES - EOC GENERATOR	\$1,950.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$13,600.00
T-MOBILE USA	216903	04/22/2013	40399	CELLULAR TECH EXTRACTION & LOCATOR SVCS FOR PD-MV121200513	\$700.00
Remit to: SEATTLE, WA					<u>FYTD:</u> \$1,000.00
TRACSYSTEMS, INC.	216679	04/08/2013	1103	PHAROS ANNUAL MAINTENANCE FOR LIBRARY	\$3,919.50



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Remit to: ADDISON, TX					<b>FYTD:</b> \$6,114.50
TRICHE, TARA	216924	04/22/2013	APR-2013	INSTRUCTOR SVCS-DANCE CLASSES	\$2,863.80
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$21,696.00
TROPICAL PLAZA NURSERY, INC.	9120	04/22/2013	M51635	IRRIGATION REPAIRS-ZONE E-2	\$403.71
			M51636	IRRIGATION REPAIRS-ZONE E-2	
Remit to: VILLA PARK, CA					<b>FYTD:</b> \$91,890.67
TROPICAL PLAZA NURSERY, INC.	9169	04/29/2013	M51694	LANDSCAPE MAINT.-ZONE E-2	\$6,101.66
Remit to: VILLA PARK, CA					<b>FYTD:</b> \$91,890.67
TROPICAL PLAZA NURSERY, INC.	216761	04/08/2013	M51533	LANDSCAPE MAINT.-ZONE E-2	\$6,376.51
			M51474	IRRIGATION REPAIRS-ZONE E-2	
Remit to: VILLA PARK, CA					<b>FYTD:</b> \$91,890.67
TRUGREEN LANDCARE	9170	04/29/2013	7498100	REPLACEMENT OF 2" VALVE AT ALESSANDRO & VETERANS WAY	\$110.94
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$257,027.21
TRULY NOLEN OF AMERICA, INC	216631	04/01/2013	BL#06792-YR2013	REFUND OF OVERPAYMENT FOR BL#06792	\$66.40
Remit to: TUCSON, AZ					<b>FYTD:</b> \$66.40
TUFFSTUFF FITNESS EQUIPMENT, INC	216591	04/01/2013	215620	TREADMILL FOR FIRE STATION 2	\$3,698.90
Remit to: CHINO, CA					<b>FYTD:</b> \$8,510.48
TW TELECOM	216592	04/01/2013	05390074a	INTERNET & DATA SERVICES	\$3,022.90

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TW TELECOM	216592	04/01/2013	05390074	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	\$3,022.90
Remit to: DENVER, CO					<b>FYTD: \$32,751.64</b>
TW TELECOM	216905	04/22/2013	05450665 05450665a	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS INTERNET & DATA SERVICES	\$3,094.88
Remit to: DENVER, CO					<b>FYTD: \$32,751.64</b>
U.S. HEALTHWORKS MEDICAL GROUP	216794	04/15/2013	130067879 2/28	EMPLOYEE INJURY MEDICAL TREATMENT/CARE	\$68.62
Remit to: LOS ANGELES, CA					<b>FYTD: \$3,484.26</b>
U.S. POSTAL SERVICE	216718	04/08/2013	PERMIT DEPOSIT	PERMIT #656 - POSTAGE TO MAIL CSD ANNUAL NOTICE POSTCARDS	\$6,649.35
Remit to: MORENO VALLEY, CA					<b>FYTD: \$30,074.35</b>
U.S. POSTAL SERVICE	216719	04/08/2013	PERMIT 6 RENEWAL	BRM PERMIT AND ANNUAL MAINTENANCE FEES FOR PERMIT #6	\$835.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$30,074.35</b>
UC REGENTS - GOVT'L & COMMUNITY RELATION	216811	04/15/2013	4/24/13 MEETING	COUNCIL MEMBER V. BACA FOR CUC BREAKFAST MEETING 4/24/13	\$22.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$47.00</b>
ULTRA HEALTH CENTER	216831	04/15/2013	BL#23150-YR2013	REFUND OF OVERPAYMENT FOR B/L#23150	\$100.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$100.00</b>
UNDERGROUND SERVICE ALERT	9122	04/22/2013	320130441 d 320130441 b 320130441 a	DIGALERT TICKETS SUBSCRIPTION SERVICE DIGALERT TICKETS SUBSCRIPTION SERVICE DIGALERT TICKETS SUBSCRIPTION SERVICE	\$445.50



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UNDERGROUND SERVICE ALERT	9122	04/22/2013	320130441 c	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$445.50
Remit to: CORONA, CA					<b>FYTD:</b> \$4,090.50
UNICCA CHATMAN	216725	04/08/2013	R13-057415	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$20.00
UNION BANK OF CALIFORNIA 1	216984	04/29/2013	802036	INVESTMENT SAFEKEEPING SERVICES	\$291.67
Remit to: SAN DIEGO, CA					<b>FYTD:</b> \$2,951.03
UNITED POWER GENERATION, INC.	216985	04/29/2013	3427	PURCHASE/INSTALL NEW GRP SEALED BATTERY FOR GENERATOR-FS #48	\$346.96
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$9,376.51
UNITED ROTARY BRUSH CORP	9056	04/15/2013	274859	STREET SWEEPER BROOM KITS/RECONDITIONING	\$1,494.76
Remit to: ESCONDIDO, CA					<b>FYTD:</b> \$27,763.49
UNITED SITE SERVICES OF CA, INC.	9057	04/15/2013	114-1168681	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
Remit to: PHOENIX, AZ					<b>FYTD:</b> \$1,064.75
UNITED WAY OF INLAND VALLEYS	216593	04/01/2013	130321	U W CONTRIBUTIONS	\$261.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$8,143.00
UNITED WAY OF INLAND VALLEYS	216906	04/22/2013	2013-00000030	8720 - UNITED WAY	\$261.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$8,143.00
UNITED WAY OF INLAND VALLEYS	216915	04/22/2013	2013-00000008	8720 - UNITED WAY	\$261.00

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Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,143.00
UNIVERSAL SPECIALTY VEHICLES, INC	216907	04/22/2013	26002	PARTS & LABOR FOR AWNINGS, ETC. REPAIRS FOR PD MCC	\$7,289.03
Remit to: PERRIS, CA					<u>FYTD:</u> \$7,289.03
USA MOBILITY/ARCH WIRELESS	9123	04/22/2013	W6218870D	PAGER SERVICE	\$34.68
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$366.17
VA CONSULTING, INC.	9171	04/29/2013	31009	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE	\$16,880.25
			31055	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE	
			31098	CONSULTING SERVICES, SURVEY - HEACOCK BRIDGE	
Remit to: IRVINE, CA					<u>FYTD:</u> \$22,715.40
VACATE PEST ELIMINATION COMPANY	8944	04/08/2013	39964	RODENT CONTROL-AQUEDUCT	\$180.00
			39965	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			40278	RODENT CONTROL-AQUEDUCT	
			40279	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,635.00
VACATE PEST ELIMINATION COMPANY	9058	04/15/2013	40326	PEST CONTROL SERVICE-TRANSP. TRAILER	\$1,410.00
			40316	PEST CONTROL SERVICE-CITY HALL	
			40317	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	
			40318	PEST CONTROL SERVICE-CITY YARD	
			40319	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG	



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VACATE PEST ELIMINATION COMPANY	9058	04/15/2013	40320	PEST CONTROL SERVICE-EOC	\$1,410.00
			40322	PEST CONTROL SERVICE-ANNEX BLDG 1	
			40323	PEST CONTROL SERVICE-ANIMAL SHELTER	
			40325	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR	
			40157	PEST CONTROL SERVICE-FIRE ST. #2	
			39918	EMERGENCY SVCS-TREATED BEE HIVE IN TREE ON VACANT LOT	
			40324	PEST CONTROL SERVICE-MARCH FIELD BLDG 823	
			40148	PEST CONTROL SERVICE-FIRE ST. #48	
			40314	PEST CONTROL SERVICE-GOLF COURSE PRO SHOP	
			40122	PEST CONTROL SERVICE-FIRE ST. #65	
			40158	PEST CONTROL SERVICE-FIRE ST. #91	
			40149	PEST CONTROL SERVICE-TOWNGATE COMM. CTR	
			40150	PEST CONTROL SERVICE-FIRE ST. #99	
			40151	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			40153	PEST CONTROL SERVICE-FIRE ST. #6	
			40154	PEST CONTROL SERVICE-LIBRARY	
			40155	PEST CONTROL SERVICE-FIRE ST. #58	
			40156	PEST CONTROL SERVICE-SENIOR CENTER	

Remit to: MORENO VALLEY, CA FYTD: \$12,635.00

VAL VERDE UNIFIED SCHOOL DISTRICT	216795	04/15/2013	12/3/12-3/1/13	REFUND MARCH MIDDLE SCHOOL PUBLIC PURPOSE FUNDS ON ELECTRIC BILL	\$1,806.81
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Remit to: PERRIS, CA FYTD: \$18,214.67

VARIABLE SPEEDS SOLUTIONS INC	216935	04/22/2013	8777	PUMP LABOR MAINT. OT-HERITAGE RANCH WQB #31269-1	\$285.00
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Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$3,515.00
VAS ASSOCIATES, INC.	8945	04/08/2013	177	CONSULTING PROJECT MANAGEMENT - CACTUS/NASON	\$20,160.00
Remit to: CORONA, CA					<u>FYTD:</u> \$209,760.00
VASQUEZ, CAROL	216702	04/08/2013	130401	MAR '13, PD APR '13	\$318.73
Remit to: RIALTO, CA					<u>FYTD:</u> \$956.19
VAVRINEK, TRINE, DAY & CO., LLP	216681	04/08/2013	0095204-IN	ACCOUNTING SERVICES - FEB. 2013	\$7,682.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$37,229.00
VAVRINEK, TRINE, DAY & CO., LLP	216986	04/29/2013	0095871-IN	ACCOUNTING SERVICES-TEMP. PRINCIPAL ACCOUNTANT BACKFILL-MAR 2013	\$2,232.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$37,229.00
VEGAS SHEPHARD RESCUE	217065	04/29/2013	R13-060984	AS REFUND-AD RESCUE	\$10.00
Remit to: BOULDER, NV					<u>FYTD:</u> \$10.00
VENA RIDDERBUSCH	216825	04/15/2013	1025340/1025341	REFUND-RENTAL & OTHER FEES-TCC	\$294.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$294.00
VERIZON	216796	04/15/2013	EQN6913105-13087	BACKBONE COMMUNICATION CHARGES	\$1,755.12
Remit to: TRENTON, NJ					<u>FYTD:</u> \$17,612.52
VERIZON CALIFORNIA	216594	04/01/2013	951 UH2-7052/MAR	PHONE CHARGES-ERC	\$623.89
Remit to: DALLAS, TX					<u>FYTD:</u> \$7,527.75
VERIZON CALIFORNIA	216908	04/22/2013	951 UH2-7052/APR	PHONE CHARGES-ERC	\$624.03





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Remit to: DALLAS, TX					<b>FYTD: \$7,527.75</b>
VERIZON CALIFORNIA	216987	04/29/2013	1258220327APR-13	FIOS SERVICES FOR FIRE STATION 99	\$101.56
Remit to: DALLAS, TX					<b>FYTD: \$7,527.75</b>
VERIZON WIRELESS	216682	04/08/2013	9701391358	CELLULAR SERVICE FOR PD TICKET WRITERS	\$159.45
Remit to: DALLAS, TX					<b>FYTD: \$1,482.15</b>
VICTOR MEDICAL CO	216683	04/08/2013	3261613	ANIMAL MEDICAL SUPPLIES/VACCINES	\$8,989.92
			3261867	ANIMAL MEDICAL SUPPLIES/VACCINES	
			3233209	ANIMAL MEDICAL SUPPLIES/VACCINES	
			3228731	ANIMAL MEDICAL SUPPLIES/VACCINES	
			3219763	ANIMAL MEDICAL SUPPLIES/VACCINES	
			3200671	ANIMAL MEDICAL SUPPLIES/VACCINES	
Remit to: LAKE FOREST, CA					<b>FYTD: \$24,264.22</b>
VICTOR MEDICAL CO	216797	04/15/2013	3278173	ANIMAL MEDICAL SUPPLIES/VACCINES	\$1,033.13
Remit to: LAKE FOREST, CA					<b>FYTD: \$24,264.22</b>
VIEVU	217074	04/29/2013	5530	REPAIR OF WEARABLE CAMERA FOR PD	\$193.00
Remit to: SEATTLE, WA					<b>FYTD: \$19,352.00</b>
VIGIL, ERNEST	9004	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,868.57</b>
VINCENT, CLARENCE	216703	04/08/2013	130401	RETIREE MED APR '13	\$318.73

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$18,074.33
VISION SERVICE PLAN	8901	04/01/2013	130401	EMPLOYEE VISION INSURANCE	\$3,914.97
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$39,199.12
VORTEX INDUSTRIES, INC	217066	04/29/2013	BL#07070-YR2013	REFUND OF OVERPAYMENT FOR BL#07070	\$88.02
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$88.02
VOYAGER FLEET SYSTEM, INC.	8946	04/08/2013	869211615309	CNG FUEL PURCHASES	\$2,373.81
Remit to: HOUSTON, TX					<u>FYTD:</u> \$18,166.10
VULCAN MATERIALS CO, INC.	216798	04/15/2013	304284	ASPHALTIC MATERIALS	\$937.49
			306763	ASPHALTIC MATERIALS	
			306764	ASPHALTIC MATERIALS	
			301502	ASPHALTIC MATERIALS	
			298890	ASPHALTIC MATERIALS	
			306765	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$19,268.38
VULCAN MATERIALS CO, INC.	216909	04/22/2013	309119	ASPHALTIC MATERIALS	\$476.28
			313498	ASPHALTIC MATERIALS	
			315724	ASPHALTIC MATERIALS	
			316825	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$19,268.38
WACHOVIA MORTGAGE/WELLS FARGO BANK, N.A.	216757	04/08/2013	REISSUE CK#2254	REISSUANCE-UNCLAIMED CK#2254 DTD 6/15/09	\$222.42



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Remit to: PORTLAND, OR					<u>FYTD:</u> \$222.42
WAGNER, GARY D.	9005	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
WAGNER, MARIANNE K	9006	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,274.92
WAGONER, ROBERT	8903	04/01/2013	130301b	RET MED REIMB 1/2 FEB OMITTED IN ERROR	\$181.40
Remit to: ZEPHYRHILLS, FL					<u>FYTD:</u> \$1,451.20
WAGY, CARYLON	216704	04/08/2013	130401B 130401	MEDICARE FEB '13, PD APR '13 RETIREE MED APR '13	\$315.64
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,332.62
WALTER MENDEZ	216925	04/22/2013	REIMB. 3/24-3/28	REIMBURSE LODGING COST DURING TRAINING-ORIG. CC CHARGE REJECTED	\$651.63
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,051.63
WASHINGTON INVENTORY SERVICE	216833	04/15/2013	BL#17503-YR2013	REFUND OF OVERPAYMENT FOR BL#17503	\$63.28
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$63.28
WEBFORTIS, LLC	216988	04/29/2013	7706	CONSULTING SERVICES FOR CRM 2011 IMPLEMENTATION	\$3,712.50
Remit to: WALNUT CREEK, CA					<u>FYTD:</u> \$3,712.50
WENDY BLANCH	217007	04/29/2013	R13-060426	AS REFUND-SPAY/NEUTER DEP	\$75.00

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Remit to: CORONA, CA					<u>FYTD:</u> \$75.00
WENDY S. SAINATO	216756	04/08/2013	REISSUE CK197009	REISSUANCE-UNCLAIMED CK#197009 DTD 8/17/09	\$96.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$96.00
WEST COAST ARBORISTS, INC.	8947	04/08/2013	86605	TREE TRIMMING SERVICES-ZONE E-7	\$1,155.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$50,175.00
WEST COAST ARBORISTS, INC.	9172	04/29/2013	87012	TREE REMOVAL SERVICES-ZONE E-2	\$9,520.00
			86929	TREE TRIMMING & REMOVAL SERVICES-ZONE DSG-2 & DSG-1	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$50,175.00
WEST PAYMENT CENTER	216595	04/01/2013	826760636	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS	\$710.96
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$13,319.56
WEST PAYMENT CENTER	216989	04/29/2013	827026742	ANNUAL CHARGE FOR LEGAL LIBRARY UPDATES SUBSCRIPTION SERVICE	\$1,385.48
			826960558	INFORMATION DATABASE SERVICE FOR PD INVESTIGATIONS	
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$13,319.56
WESTERN MUNICIPAL WATER DISTRICT	216910	04/22/2013	24753-018620/MAR	WATER CHARGES-MARB BALLFIELDS	\$2,270.22
			23866-018292/MAR	WATER CHARGES-SKATE PARK	
			23821-018257/MAR	WATER CHARGES-MFPCC LANDSCAPE	
			23821-018258/MAR	WATER CHARGES-MFPCC BLDG 938	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$22,251.29



**City of Moreno Valley  
Payment Register  
For Period 4/1/2013 through 4/30/2013**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WESTERN RENEWABLE ENERGY GENERATION	216596	04/01/2013	12629	WREGIS ANNUAL FEE	\$1,500.00
Remit to: SALT LAKE, UT					<b>FYTD: \$1,500.00</b>
WFD TOWNGATE INVESTORS VI, LLC	216597	04/01/2013	SC JETTING 33806	REIMB. FOR EMERG. PLUMBING SVCS AT ERC-SO CAL JETTING & PLUMBING	\$1,150.00
			SC JETTING 33865	REIMB. FOR EMERG. PLUMBING SVCS AT ERC-SO CAL JETTING & PLUMBING	
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$1,150.00</b>
WIBERG, CHRISTOPHER	216705	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: ANAHEIM, CA					<b>FYTD: \$2,868.57</b>
WIELIN, RONALD A.	9007	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: BANNING, CA					<b>FYTD: \$2,868.57</b>
WILLIS, ROBERT H	216799	04/15/2013	032413	SPORTS OFFICIATING SERVICES-SOFTBALL	\$40.00
Remit to: PERRIS, CA					<b>FYTD: \$1,540.00</b>
WILSON-BEILKE, DENESE	216706	04/08/2013	130401	RETIREE MED APR '13	\$318.73
Remit to: GLENDORA, CA					<b>FYTD: \$4,143.49</b>
WURM'S JANITORIAL SERVICES, INC.	8902	04/01/2013	22047	JANITORIAL SVCS-GANG TASK FORCE OFFICE	\$112.82
Remit to: CORONA, CA					<b>FYTD: \$255,032.98</b>
WURM'S JANITORIAL SERVICES, INC.	8948	04/08/2013	21974	JANITORIAL SERVICE-SPECIAL CLEANING FOR COTTONWOOD GOLF CTR.	\$120.00

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Item No. A.15



**City of Moreno Valley**  
**Payment Register**  
 For Period 4/1/2013 through 4/30/2013

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: CORONA, CA					<b>FYTD: \$255,032.98</b>
WURM'S JANITORIAL SERVICES, INC.	9124	04/22/2013	22139	JANITORIAL SVCS-PUBLIC SAFETY BLDG	\$22,617.82
			22148	JANITORIAL SVCS-CITY HALL	
			22147	JANITORIAL SVCS-CITY YARD & TRANSP. TRAILER	
			22146	JANITORIAL SVCS-CONFERENCE & REC CTR.	
			22145	JANITORIAL SVCS-EOC	
			22141	JANITORIAL SVCS-LIBRARY	
			22137	JANITORIAL SVCS-RAINBOW RIDGE "A CHILD'S PLACE"	
			22140	JANITORIAL SVCS-MARCH FIELD PARK COMM. CTR.	
			22138	JANITORIAL SVCS-GANG TASK FORCE OFFICE	
			22132	JANITORIAL SVCS-TOWNGATE COMM. CTR.	
			22130	JANITORIAL SVCS-ANNEX 1	
			22151	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
			22136	JANITORIAL SVCS-RED MAPLE "A CHILD'S PLACE"/MAR.26-APR.5	
			22134	JANITORIAL SVCS-SUNNYMEAD MIDDLE SCHOOL/ASES	
			22133	JANITORIAL SVCS-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
			22135	JANITORIAL SVCS-SENIOR CENTER	
		22152	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR.		
Remit to: CORONA, CA					<b>FYTD: \$255,032.98</b>
WURM'S JANITORIAL SERVICES, INC.	9173	04/29/2013	22162	CARPET CLEANING FOR FIRE STATIONS-2012 SERVICE	\$4,561.81
			22150	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	



**City of Moreno Valley**  
**Payment Register**  
 For Period 4/1/2013 through 4/30/2013

**CHECKS UNDER \$25,000**

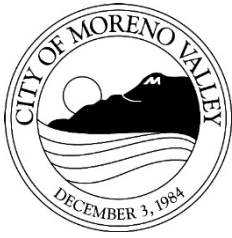
<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WURM'S JANITORIAL SERVICES, INC.	9173	04/29/2013	22144	JANITORIAL SVCS-EMP. RESOURCE CENTER	\$4,561.81
Remit to: CORONA, CA					<u>FYTD:</u> \$255,032.98
XEROX CAPITAL SERVICES, LLC	216598	04/01/2013	066810140	COPIER RENTAL/MAINT. FOR PD	\$84.16
Remit to: PASADENA, CA					<u>FYTD:</u> \$37,542.54
XEROX CAPITAL SERVICES, LLC	216801	04/15/2013	067329514 067329515	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT. COPIER LEASE FOR PARKS DEPT.	\$1,482.67
Remit to: PASADENA, CA					<u>FYTD:</u> \$37,542.54
XEROX CAPITAL SERVICES, LLC	216911	04/22/2013	067329516	COPIER LEASE FOR GRAPHICS DEPT.	\$394.36
Remit to: PASADENA, CA					<u>FYTD:</u> \$37,542.54
<b>TOTAL CHECKS UNDER \$25,000</b>					<b>\$1,626,997.60</b>
<b>GRAND TOTAL</b>					<b>\$17,065,756.74</b>

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**Item No. A.15**

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Suzanne Bryant, City Attorney

**AGENDA DATE:** July 9, 2013

**TITLE:** Authorization for the Mayor to sign the Second Amendment to the Settlement Agreement and Mutual Release for the Riverside Superior Court case entitled Rados, et al. v. City of Moreno Valley

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### **RECOMMENDED ACTION**

Recommendation:

1. Staff recommends that the City Council authorize the Mayor to sign the Second Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

### **BACKGROUND**

On February 4, 2005, the plaintiffs initiated a lawsuit about the City Council's denial of the Planning Commission's approval of Plot Plan PA 03-0014. In 2007, a settlement agreement was entered into which acknowledged that Rados has submitted an alternative application for the land use. The agreement was extended while the application and approval was pending. Paragraph 3 of the settlement agreement provides as follows:

**Development Fees for the Proposed Project.** As to both the Northerly Property and the Southerly Property, City agrees to apply and impose all development impact fees ("Development Impact Fees") subject to City's control at the rates and structures in effect at the time the City Council denied the Project on November 23, 2004. The rates and structures of such Development Impact Fees shall remain in

place and be fixed for a period of 3 years from the date of the City's last discretionary approval associated with the Proposed Project, from and after which time the then existing rates and structures shall be applicable. Current components of City "Development Impact Fees" are: Police Facilities, Fire Facilities, City Hall Facilities, Animal Shelter, Corporate Yard Facilities, Maintenance Equipment, Arterial Streets, Traffic Signals, Interchange Improvements, Library Facilities and Materials, Park Land, "Quimby" fees, Park Improvements, and Community and Recreational Facilities. Fees that are not included within the definition of Development Impact Fees are: (1) City processing fees (such as fees charged for plan checks, building permits, grading permits, etc.), (2) development impact fees that are not under the City's control or jurisdiction, and (3) impact or mitigation fees imposed by the City pursuant to a regional mitigation program such as the Multi Species Conservation Habitat Plan fee and Transportation Uniform Mitigation Fee.

In July 2009, the Planning Commission approved the industrial component of the new application. Thereafter, "Residents for a Livable Moreno Valley" appealed the Planning Commission's approval to the Council. In January 2010, the Council denied the appeal of "Residents for a Livable Moreno Valley" and approved the industrial component. In February 2010, "Residents for a Livable Moreno Valley" filed a CEQA lawsuit against the City and Rados. In July 2010, the City approved the residential component. In May 2011, "Residents" and Rados settled the CEQA lawsuit. In June 2011, Rados dismissed their case against the City.

The three year freeze on Development Impact Fees for the residential component is set to expire on July 13, 2013. The purpose of this Second Amendment will extend the date to July 13, 2016.

### **DISCUSSION**

Amending the Settlement Agreement will extend the expiration date to July 13, 2016.

### **ALTERNATIVES**

Amending the Settlement Agreement will extend the expiration date to July 13, 2016. Staff recommends this option.

Not amending the Settlement Agreement means the Agreement will expire on July 13, 2013. Staff does not recommend this option.

**FISCAL IMPACT**

No new fiscal impact to the City is contemplated by this amendment.

**CITY COUNCIL GOALS**

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

**SUMMARY**

The purpose of amending the Settlement Agreement between Rados and the City is to extend the date on which the freeze on Development Fees for the residential component of the project (because of the time effect the CEQA case had). The Amendment will extend the Agreement to July 13, 2016.

**NOTIFICATION**

Posting of the Agenda.

**ATTACHMENTS**

Second Amendment to the Settlement Agreement and Mutual Release

Prepared By:  
Suzanne M. Bryant  
City Attorney

Concurred By:  
John Terell  
Interim Community and 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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**SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL  
RELEASE**

THIS SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Amendment”) is made and entered into as of the last day of execution below, by and between the City of Moreno Valley, a municipal corporation organized and existing under the laws of the State of California (“City”) and Rados Properties - California Land, LLC, a California Limited Liability (“Rados Properties”). The City and Rados Properties collectively are referred to herein as the “Parties.”

**RECITALS**

A. On February 4, 2005, Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder initiated a lawsuit in the Riverside County Superior Court, State of California, entitled *Alexander S. Rados, et al. v. City of Moreno Valley*, Case No. RIC 425323 (the “Action”) alleging causes of action for (1) petition for writ of mandate for administrative mandamus; and (2) inverse condemnation. The Action generally requests (1) a writ of mandate directing the City of Moreno Valley to rescind the City Council’s denial of the Planning Commission’s approval of Plot Plan number PA 03-0014, and (2) damages based upon an alleged regulatory taking.

B. On or about February 6, 2007, the City, on one hand, and Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder, on the other hand, entered into a SETTLEMENT AGREEMENT AND MUTUAL RELEASE, which acknowledged that Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder had submitted an alternative land use application for the property that was the subject of the Action. The land use application is described in the SETTLEMENT AGREEMENT AND MUTUAL RELEASE and is identified as the “Proposed Project.” The Parties have entered into six extensions of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE.

C. The Proposed Project included both residential and industrial components. The residential component consists of two parcels (APN 485-230-025, 026; Lots 20 and 21 of Riverside Alfalfa Acres) (“Northerly Property”). The industrial component consists of two groups of parcels -- one group where a single large industrial building is proposed (APNs 485-230-014 through 024; Lots 14 through 24 of Parcel Map 24314), and another group of parcels where a series of smaller industrial buildings is proposed (APNs 485-230-001 through 010; Lots 1 through 10 of Parcel Map 24314.) (The industrial parcels shall collectively be referred to herein as the “Southerly Property”). The residential component and the industrial component were the subject of two separate land use applications to the City.

D. Paragraph 3 of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE provides as follows:

**“Development Fees for the Proposed Project.** As to both the Northerly Property and the Southerly Property, City agrees to apply and impose all development impact fees (“Development Impact Fees”) subject to City’s control at the rates and structures in effect at the time the City Council denied the Project on November 23, 2004. The rates and structures of such Development Impact Fees shall remain in place and be fixed for a period of 3 years from the date of the City’s last discretionary approval associated with the Proposed Project, from and after which time the then existing rates and structures shall be applicable. Current components of City “Development Impact Fees” are: Police Facilities, Fire Facilities, City Hall Facilities, Animal Shelter, Corporate Yard Facilities, Maintenance Equipment, Arterial Streets, Traffic Signals, Interchange Improvements, Library Facilities and Materials, Park Land, “Quimby” fees, Park Improvements, and Community and Recreational Facilities. Fees that are not included within the definition of Development Impact Fees are: (1) City processing fees (such as fees charged for plan checks, building permits, grading permits, etc.), (2) development impact fees that are not under the City’s control or jurisdiction, and (3) impact or mitigation fees imposed by the City pursuant to a regional mitigation program such as the Multi Species Conservation Habitat Plan fee and Transportation Uniform Mitigation Fee.”

E. On or about September 16, 2008, Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder transferred their interest in the property that comprises the residential component to Rados Properties.

F. On or about July 13, 2010, the City approved the residential component. The City’s approval of the residential component was not legally challenged. The three year freeze on Development Impact Fees (as of November 23, 2004) for the residential component is set to expire on July 13, 2013.

G. The purpose of this SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE is to extend the date on which the three (3) year freeze on Development Fees begins to run on the residential component.

#### **AMENDMENT TO SETTLEMENT AGREEMENT**

1. **Extension of Three Year Freeze on Development Impact Fees on Residential Component.** The City and Rados Properties agree that, with respect to the residential component of the revised project, the three (3) year freeze on Development Impact Fees from November 23, 2004, set forth in Paragraph 3 of the SETTLEMENT

AGREEMENT AND MUTUAL RELEASE, is extended an additional three years to July 13, 2016.

**2. Terms of original SETTLEMENT AGREEMENT AND MUTUAL RELEASE are incorporated by reference.** The City and Rados Properties agree that all recitals and operative provisions of the original SETTLEMENT AGREEMENT AND MUTUAL RELEASE and all six extensions, except those that are directly contradicted by this SECOND AMENDMENT to the SETTLEMENT AGREEMENT AND MUTUAL RELEASE, are incorporated herein by this reference and remain in full force and effect.

“CITY OF MORENO VALLEY, a municipal corporation”

DATE: \_\_\_\_\_, 2013

By: \_\_\_\_\_

Rados Properties - California Land, LLC, a  
California Limited Liability

DATE: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Its Managing Agent  
Stephen S. Rados

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** John Terell, Interim Community & Economic Development Director

**AGENDA DATE:** July 9, 2013

**TITLE:** RESOLUTION TO APPROVE A CONDITIONAL COMMITMENT BY MEANS OF A SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY OF MORENO VALLEY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

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### **RECOMMENDED ACTION**

Recommendation:

1. Adopt Resolution No. 2013-64, approving a Conditional Commitment by means of Second Amendment to the Affordable Housing Agreement, in the amount of \$700,000, from the City's HOME entitlement funds, by and between the City of Moreno Valley and MV Hemlock LP, a California Limited Partnership. Resolution No. 2013-57. A Resolution of the City Council of the City of Moreno Valley Approving a Conditional Commitment by Means of Second Amendment to the Affordable Housing Agreement (Home) between the City and MV Hemlock Limited Partnership, A California Limited Partnership.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

### **BACKGROUND**

The Hemlock Family Apartments project is a 78-unit (including a manager's unit) affordable housing development situated on two parcels with a total of 5.37 acres on Hemlock Avenue, just west of Perris Boulevard. The Developer of this project is Rancho Belago Developers, Inc. using a limited partnership structure for the project – MV Hemlock LP. The project includes two sites with a 1.75 acre parcel on the south side of

Hemlock Avenue that contains 26 units, and a 3.63 acre parcel on the north side of Hemlock Avenue that will contain 52 units.

On June 28, 2011, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA) and MV Hemlock LP entered into two Affordable Housing Agreements with one agreement to be funded by RDA Housing set-aside funds (RDA Affordable Housing Agreement) and the other a HOME funded agreement (HOME Affordable Housing Agreement) for the development of the Hemlock Family Apartments. The developer of the affordable housing complex is Rancho Belago Developers, Inc. using a limited partnership structure for the project – MV Hemlock LP.

On November 13, 2012, the City Council approved the First Amendment to the HOME Affordable Housing Agreement by and between the City of Moreno Valley and MV Hemlock LP. The amended agreement modified the terms of the HOME Affordable Housing Agreement.

### **DISCUSSION**

The Original Agreements provided for \$6.3 million in assistance from the RDA through RDA Housing set-aside funds, along with \$1.2 million from the City's HOME entitlement funds provided through the US Department of Housing and Urban Development (HUD).

On November 13, 2012, the City Council approved HOME First Amendment to the Affordable Housing Agreement by and between the City of Moreno Valley and MV Hemlock LP. The amended agreement modified the terms of the HOME Affordable Housing Agreement to allow for disbursement of \$400,000 of the total \$1.2 million HOME loan upon the issuance of the Certificate of Occupancy of the 26 units on the southerly phase.

On June 25, 2013, the Developer – Rancho Belago Developers, Inc. formally requested the City Council consider increasing funding from the City's HOME entitlement funds by \$700,000, and to modify the terms of the HOME Affordable Housing Agreement from the original \$1.2 million to \$1.9 million.

Based on communication with the developer, the project was delayed for seven months due to the discovery of an undisclosed utility easement on the 52-unit site on the north side of Hemlock Avenue, which required redesigning of the site to meet the utility company's standards. The increased construction costs and the loss of tax credit equity associated with delayed tax credit delivery have resulted in the need for additional funds to complete the project, hence, the request for additional funding from the City's HOME entitlement funds.

Before the terms of the HOME Affordable Housing Agreement can be modified and the HOME funds can be disbursed, there are compliance requirements established by HUD that must first be met. The City is required to conduct a subsidy layering analysis that entails a review of the sources and uses, development budget, and pro-forma to ensure the 'reasonableness' of the request. HUD requires the developer to provide the City

with a formal certification that lists all the forms of governmental assistance the project is receiving including specific amounts. Regulations also state that the maximum per unit subsidy needs to be calculated to ensure that the per-unit cost does not exceed the maximum allowed for Riverside County.

Additionally, if the amended project costs and/or financial assistance exceed the original amount by 20%, a substantial amendment process must be implemented. If approved, the revised HOME subsidy to this project will exceed the original amount by 42%, thus a Substantial Amendment is required to be completed.

For all substantial amendments, HUD requires the City comply with the citizen participation requirements (these provide for the public to be given adequate notice of the proposed change and the opportunity to comment on it). Per the City's Citizen Participation Plan, a 30-day Public Comment period is required, after which the City will need to hold a Public Hearing, and then submit the request in writing to HUD for review and approval of the increased funding. The entire Substantial Amendment process could take approximately six to eight weeks.

This Conditional Commitment of Funds is requested by the Developer so that the funds may be reserved and to provide staff sufficient time to conduct a subsidy layering analysis and complete a Substantial Amendment to the project. Once the conditions for the financing considerations and compliance requirements established by HUD are met and HUD has approved the Substantial Amendment, staff will amend the HOME Affordable Housing Agreement and will present to Council for final consideration.

### **ALTERNATIVES**

1. Approve and authorize the recommended action as presented in this staff report. *This alternative will reserve the funds required to complete the project.*
2. Do not approve and authorize the recommended action as presented in this staff report. *This alternative may delay the completion of the project.*

### **FISCAL IMPACT**

The approval of the Conditional Commitments of Funds has ***no impact to the General Fund*** as the funding source shall be entirely provided by HOME entitlement funds. Budget Appropriation for the HOME funds will be completed once the Amended AHA is approved.

### **CITY COUNCIL GOALS**

**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.

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

**ATTACHMENTS**

ATTACHMENT 1      Proposed Resolution

Prepared By:  
Anochar Clark  
Sr. Financial Analyst

Department Head Approval:  
John Terell  
Interim Community & Economic  
Development Director

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

## RESOLUTION NO. 2013-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING A CONDITIONAL COMMITMENT BY MEANS OF SECOND AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, the City of Moreno Valley ("City") previously entered into an agreement entitled "Affordable Housing Agreement (HOME)" with MV Hemlock Limited Partnership, a California limited partnership ("Participant"), dated as of June 21, 2011 ("Original AHA"); and

WHEREAS, the Original AHA provides for the Participant to develop for affordable rental housing use improvements consisting of seventy-eight (78) rental dwelling units as well as other associated improvements; and

WHEREAS, the Original AHA provides for the City to disburse moneys from the HOME Program in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000)("HOME Amount") subject to the satisfaction of conditions precedent delineated in the Original AHA; and

WHEREAS, On November 13, 2012, the City Council approved the First Amendment to the Affordable Housing Agreement ("First Amendment"), which modified the terms to allow for disbursement of Four Hundred Thousand Dollars (\$400,000) of the HOME loan upon the issuance of the Certificate of Occupancy of the 26 units on the southerly phase; and

WHEREAS, Participant has requested that the City agree to disburse an additional Seven Hundred Thousand Dollars (\$700,000) of moneys from the City's HOME entitlement funds increasing the HOME Loan Amount from One Million Two Hundred Thousand Dollars (\$1,200,000) to One Million Nine Hundred Thousand Dollars (\$1,900,000) subject to the satisfaction of conditions precedent delineated in the Original AHA and subsequently the First Amendment to AHA; and

WHEREAS, the disbursal of additional moneys from the City's HOME entitlement funds will require a Second Amendment to the Original AHA; and

WHEREAS, City staff will cause to be prepared a Second Amendment to the Affordable Housing Agreement ("Second Amendment"), which would, upon approval by

the City Council and execution by the parties thereto, implement the changes as proposed by the Participant as described above; and

WHEREAS, the allocation and disbursement of the additional moneys from the City's HOME entitlement funds is subject to the compliance requirements, terms and conditions established and administered by HUD. HUD's approval is necessary before the AHA can be amended; and

WHEREAS, City staff has reviewed the request and circumstances related to the request and supports the conditional commitment of additional HOME entitlement funds; and

WHEREAS, the City Council has duly considered this Conditional Commitment and believes that it is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

1. The City Council hereby finds that the statements set forth in the Recitals hereto are true and correct.
2. The City Council hereby approves the Conditional Commitment of additional HOME entitlement funds, subject to the compliance requirements, terms, and conditions established by HUD.
3. The City Council directs City staff to complete the requirements imposed by HUD to allocate moneys from the City's HOME entitlement funds in accordance with the Conditional Commitment.

APPROVED and ADOPTED this 9th day of July, 2013.

By: \_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

3  
Resolution No. 2013-64  
Date Adopted: July 9, 2013

**RESOLUTION JURAT**

STATE OF CALIFORNIA        )

COUNTY OF RIVERSIDE       ) ss.

CITY OF MORENO VALLEY     )

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-64 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9<sup>th</sup> day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)





APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

## **Report to City Council**

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer and John Terell, Interim Community & Economic Development Director

**AGENDA DATE:** July 9, 2013

**TITLE:** PA07-0080, PM 35672 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF INDIAN STREET FROM IRIS AVENUE TO KRAMERIA AVENUE AND IRIS AVENUE BETWEEN INDIAN AVENUE AND CONCORD WAY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 12, 2013 – NOVEMBER 1, 2013

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### **RECOMMENDED ACTION**

Recommendations:

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013.
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

### **BACKGROUND**

On July 8, 2008 the City Council of the City of Moreno Valley approved Tentative Parcel Map No. 35672 (PA07-0080) and a Plot Plan (PA08-0018) for a one-building option 1,560,046 square foot industrial building. The parcel map proposes to subdivide 80.24 gross acres into one (1) parcel. The map is located at the southeast corner of Iris Avenue and Indian Street.

On May 16, 2013 the developer submitted a planning application for Amended Plot Plan PA13-0022, an amendment to original Plot Plan PA08-0018. The Amended Plot Plan PA13-0022 proposes a 1,476,017 square foot building. Staff has reviewed the

Amended Plot Plan and is in the process of recommending approval of the project to the Community and Economic Development Director.

The required improvements in the conditions of approval associated with the tentative map approval will not change as a result of the approval of Amended Plot Plan PA13-0022. On February 11, 2009, a Cooperative Agreement, among the developer, the City, and Riverside County Flood Control and Water Conservation District recorded, obligating the developer to construct master storm drain facilities within Indian Street and Krameria Avenue consistent with the Sunnymead Area Drainage Plan.

## **DISCUSSION**

Due to the nature and complexity of the required public improvements, the Developer is requesting a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way. The road closure will be conducted in such a manner that will provide local and emergency vehicle access to affected properties.

The entire duration of road closure will be eight (8) weeks or approximately 60 calendar days. The request for the road closure is due to major improvement work including, but not limited to, removal of existing asphalt pavement, installation of major storm drain facilities, asphalt paving, sidewalk, street lights, landscaping, catch basins and storm drain laterals, utilities and associated signing and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on November 1, 2013.

There are two (2) single family homes within the area of the closure. The road closure will affect the ingress or egress of these parcels, so the contractor will coordinate with the occupants to ensure safe access to and from the properties as needed. The road closure will also require a detour to the traveling public. The contractor performing the roadway improvements will phase the work such that both roads will not be closed at the same time. In addition, the contractor is being required to maintain safe pedestrian access along Indian Street throughout the duration of the construction.

City staff was advised by the developer that all potentially affected property owners have been contacted/notified, as has the principal for the adjacent public school. The road closure/detour/traffic control plan for this closure has been reviewed and approved by the City Traffic Engineer.

## **ALTERNATIVES**

1. Authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

2. Do not authorize a full road closure of Indian Street from Iris Avenue to Krameria Avenue and Iris Avenue between Indian Avenue and Concord Way for the construction of street improvements from August 12, 2013 – November 1, 2013. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment and would significantly delay the completion of this project.*

**FISCAL IMPACT**

The developer will be responsible for all costs associated with this proposal.

**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.

**NOTIFICATION**

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and nearby school. The public will be notified by special roadside signage showing the dates of closure and detour signs.

**EXHIBITS**

Attachment 1 – Road Closure Detour Map

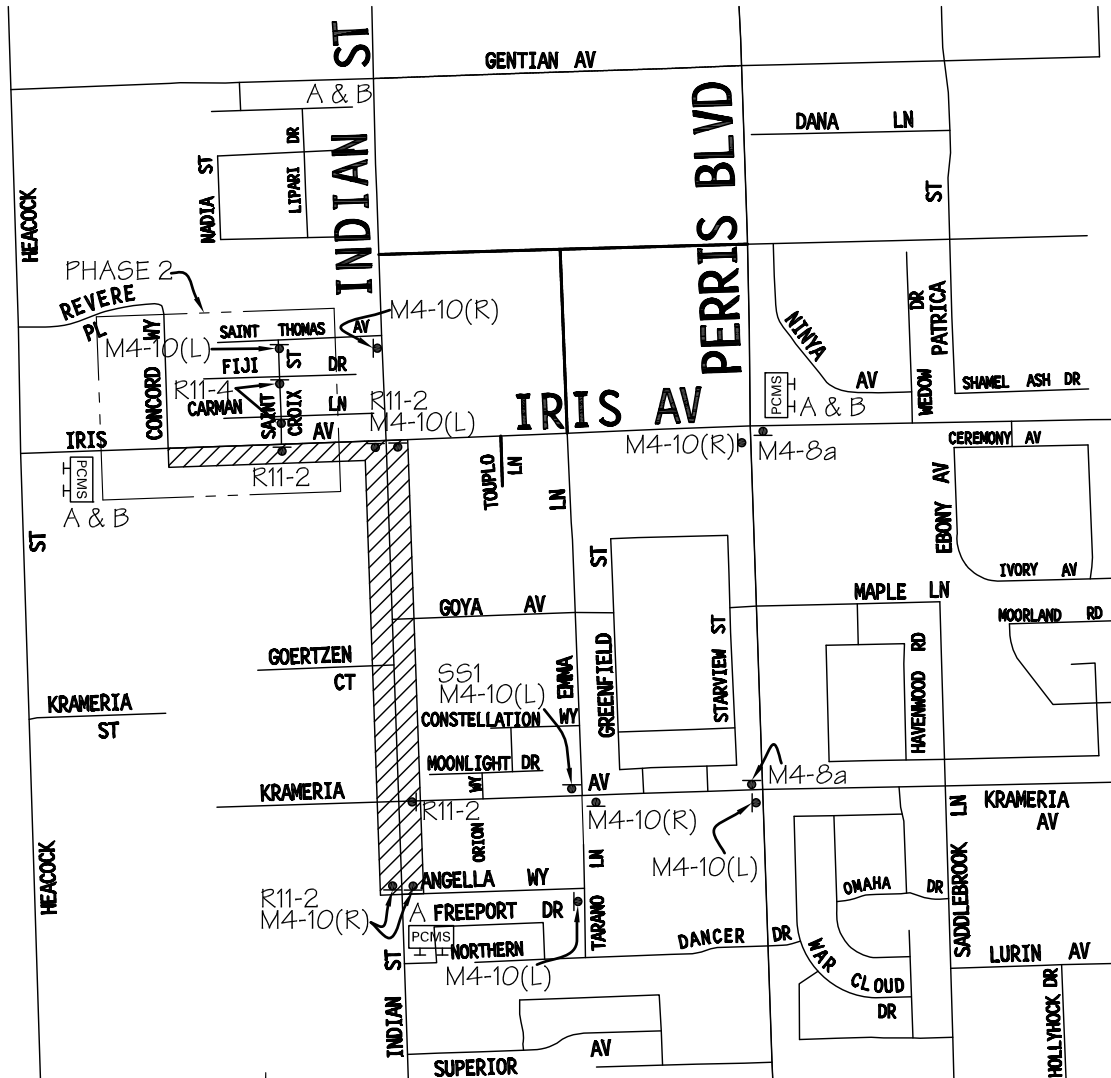
Prepared By  
Mark W. Sambito, P.E.  
Engineering Division Manager

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

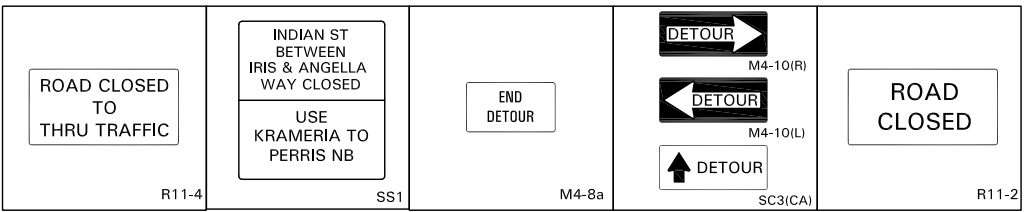
Concurred By  
Eric Lewis, P.E.  
City Traffic Engineer

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

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N  
DETOUR PLAN - NO SCALE



# Road Closure Detour Map

PA07-0080

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 9, 2013

**TITLE:** APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, CITY OF RIVERSIDE, AND MJPA FOR THE COLLECTION AND EXPENDITURE OF FAIR SHARE TRAFFIC IMPACT MITIGATION FEES

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### **RECOMMENDED ACTION**

Recommendation:

1. Approve the Cooperative Agreement between the City of Moreno Valley, City of Riverside, and March Joint Powers Authority (MJPA) for the collection and expenditure of fair share impact mitigation fees for the Meridian Specific Plan located within the MJPA.

### **BACKGROUND**

On May 1, 2013, the MJPA adopted Ordinance #JPA 13-01 approving Z 13-01 a Cooperative Agreement among the MJPA, City of Moreno Valley and City of Riverside for the collection and expenditure of land use fair share fees for the mitigation of cumulative traffic impacts, and established traffic impact fees for the 257.7 acre Meridian Specific Plan.

## **DISCUSSION**

The Cooperative Agreement implements the fair share off-site street Development Impact Fees as required by mitigation measure IV.B-1-3 of the certified Final Subsequent Environmental Impact Report (SCH# 2009071069) for the Meridian Specific Plan, and further established in Appendix N of the traffic technical report for the Meridian EIR. The terms of the off-site mitigation are fully covered in the Cooperative Agreement between and among the MJPA, City of Moreno Valley and City of Riverside for the collection and expenditure of land use fair share fees for the mitigation of cumulative traffic impacts. The MJPA has adopted traffic mitigation fees for intersection improvements within the City of Riverside and Moreno Valley, applicable on new development within the 257.7 acre Meridian Specific Plan, generally located north of Van Buren Boulevard, south of Alessandro Boulevard, and west of Interstate 215, within the Meridian Specific Plan (SP-5).

Per the provisions of the Cooperative Agreement, the City of Moreno Valley will receive \$36,634 to mitigate cumulative impacts on City streets associated with new development within the Meridian Specific Plan. Fees collected shall be used to supplement the funding of planned improvements in the areas of the cumulative impacts. The areas with cumulative impacts associated with the Meridian Specific Plan are Cactus Avenue/Elsworth Street, Alessandro Boulevard/Old 215 Frontage Road, and Day Street/Cottonwood Avenue. Planned improvements at these locations shall be constructed once the projects are fully funded.

## **ALTERNATIVES**

1. Approve the recommended action as presented in this Staff Report. *This alternative will allow the City to accept traffic impact mitigation fees associated with the Meridian Specific Plan.*
2. Do not approve the recommended action as presented in this Staff Report. *This alternative will prohibit the City from accepting traffic impact mitigation fees associated with the Meridian Specific Plan.*

## **FISCAL IMPACT**

Fees collected pursuant to the Cooperative Agreement shall be placed in Account 3002 70 76 80008 for use as Project No. 808 0012 70 76-3002. Per the provisions of the Cooperative Agreement, the fees collected shall be used to mitigate cumulative impacts as identified in the Agreement and are limited to this use. There will be no impact to the General Fund.



**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.

**ATTACHMENTS**

Attachment 1: Cooperative Agreement for Fair Share Fees (six originals to be forwarded to the City of Riverside)

Prepared By  
Michael Lloyd, P.E.  
Senior Engineer

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

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

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

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**COOPERATIVE AGREEMENT BETWEEN AND AMONG MARCH JOINT  
POWERS AUTHORITY, CITY OF MORENO VALLEY AND CITY OF  
RIVERSIDE FOR THE COLLECTION AND EXPENDITURE OF LAND USE  
FAIR SHARE FEES FOR THE MITIGATION OF CUMULATIVE TRAFFIC  
IMPACTS**

This COOPERATIVE AGREEMENT (“**Agreement**”) by and among March Joint Powers Authority, a joint powers authority created via a joint powers agreement, dated September 7, 1993, and amended pursuant to Section 6500, *et seq.*, of the Government Code (“**Authority**”), the City of Moreno Valley, a general law city (“**Moreno Valley**”) and the City of Riverside, a California charter city and municipal corporation (“**Riverside**”) is dated as of May 1, 2013 (“**Effective Date**”). The Authority, Moreno Valley and Riverside are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

**1.     Recitals.**

1.1     Each Party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, and other related fields. The purpose of this Agreement is to authorize the Authority to manage and administer all land use fair share per acreage mitigation fees and ordinances and resolutions pertaining to the same and to set guidelines for the expenditure of said fees.

1.2     Each Party to this Agreement recognizes that the Authority’s approval of the Meridian Specific Plan Amendment may result in cumulative impacts to the environment that the Authority cannot deem less than significant. Each Party further recognizes that the payment of fair share per acreage mitigation fees that are proportional to the cumulative impacts to each respective Parties’ jurisdiction may partially mitigate the impacts if the Authority approves a mitigation program based on a reasonable plan of actual mitigation that the Parties commit themselves to implementing.

1.3     Each Party to this Agreement acknowledges that such a program can include the Authority’s collection of fees from a project proponent within the North portion of the Meridian Specific Plan (“**Amendment Area**”) to fund that project’s fair share of a mitigation measure designed to alleviate cumulative impacts.

1.4     Each Party to this Agreement understands that since significant cumulative impacts will occur beyond the Authority’s jurisdictional boundaries that the most feasible way to implement the Authority’s mitigation program is for the Authority to administer all land use fair share per acreage mitigation fees and for Moreno Valley and Riverside (the “**Implementing Parties**”) to use the same to design, plan, construct, and acquire all real property and equipment necessary to implement those traffic improvements identified in Exhibit A, which is attached hereto and incorporated herein by this reference (“**Appendix N, Meridian Mitigation Costs**”) or any other traffic improvement that the Implementing Parties identify within their respective jurisdictions that achieves the objective of mitigating the cumulative impacts caused by the Authority’s approval of the Meridian Specific Plan Amendment, provided that Exhibit A is amended by the Authority and the Implementing Party desiring to identify an alternative traffic improvement in its jurisdiction, and provided that such use is otherwise in compliance with Government Code section 66000, *et. seq.*

1.5     The Parties recognize the importance of the Meridian Specific Plan Amendment to the creation of jobs and economic development within Western Riverside County and desire to set forth their

respective commitments to mitigate any cumulative traffic impacts that approval of the Meridian Specific Plan Amendment may cause.

1.6 The County of Riverside has elected not to participate in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**2. Responsibilities of Parties.**

2.1 Authority. The Authority shall undertake the following commitments:

2.1.1 Adoption of Land Use Fair Share Fees. On or before the Effective Date of this Agreement it is anticipated that the Authority will adopt the proposed land use fair share per acreage mitigation fees contained within the attached schedule, which is incorporated herein by this reference as **Exhibit B** (“**Meridian Specific Plan Land Use Fair Share Fee Schedule**”) for the purpose of requiring new development within the boundaries of the Amendment Area to contribute a fair share to traffic-related impact mitigation costs that the Authority, Moreno Valley and Riverside incur within their respective jurisdictions as a result of new development occurring within the Amendment Area.

2.1.2 Collection of Land Use Fair Share Fees. Upon adoption of the Meridian Specific Plan Land Use Fair Share Fee Schedule, Authority agrees to collect land use fair share per acreage mitigation fees (“**LU Fair Share Fees**”) from every developer proposing projects within the Amendment Area on the date the Authority issues a certificate of occupancy and remits the same to the Implementing Parties pursuant to Section 2.1.3 below. To determine a LU Fair Share Fee, the Authority shall identify the land use designation for the project, the proposed acreage of the project and the applicable LU Fair Share Fee for the project, which is identified in **Exhibit B**. The Authority shall calculate the LU Fair Share Fee by multiplying the applicable LU Fair Share Fee for the project by the proposed acreage of the project. The LU Fair Share Fees constitute separate fees that the Authority shall collect in addition to any Transportation Uniform Mitigation Fee (TUMF) that the Authority is under obligation to collect.

2.1.3 Disbursement of Land Use Fair Share Fees. Following the Effective Date, the Authority shall remit to each Implementing Party its allocation of any LU Fair Share Fee within thirty (30) calendar days of receipt. The Authority shall determine an Implementing Party’s fair share allocation by multiplying the total of the LU Fair Share Fees received by the percentage of LU Fair Share Fees that the Implementing Party is entitled to. The percentage of LU Fair Share Fees that an Implementing Party is entitled to is identified in **Exhibit C** (“**Fair Share Fee Allocation Table**”), which is attached hereto and incorporated herein by this reference.

2.2 Moreno Valley and Riverside. The Implementing Parties shall undertake the following commitments:

2.2.1 Receipt of Land Use Fair Share Fees. Upon receipt, each Implementing Party shall place the LU Fair Share Fees in trust in an interest-bearing account with interest to accrue to the benefit of the Implementing Party. Implementing Parties shall deposit, invest, account for and expend the LU Fair Share Fees in accordance with this Agreement, Government Code section 66006 et seq. and/or any other applicable statute as enacted by the State of California.

2.2.2 Use of Land Use Fair Share Fees for Completion of Traffic Mitigation Improvements. The Implementing Parties shall expend LU Fair Share Fees and any interest accrued

therefrom on (i) the design, planning, construction of and acquisition of the Traffic Mitigation Improvements identified in **Exhibit A**; or (ii) the design, planning, construction of and acquisition of any other traffic improvement within the jurisdiction of the Implementing Party that achieves the objective of mitigating the cumulative impacts caused by the Authority's approval of the Meridian Specific Plan Amendment, provided that **Exhibit A** is amended by the Authority and the Implementing Party desiring to identify an alternative traffic improvement in its jurisdiction, and provided that such use is otherwise in compliance with Government Code section 66000, et. seq. (collectively referred to herein as the "Permitted Uses"). The Implementing Parties shall not use the LU Fair Share Fees or any interest accrued therefrom for any other expenditure or purposes other than the Permitted Uses. The Meridian Specific Plan Amendment Final EIR and Mitigation Monitoring Reporting Plan are on file at the offices of Authority and are incorporated herein by reference. Nothing herein shall preclude the Implementing Parties from using the Traffic Mitigation Fees to reimburse the Implementing Parties for prior expenditures on the Permitted Uses not funded with LU Fair Share Fees, provided that the Implementing Party utilizing the funds for this purpose has determined that such use is consistent with Government Code section 66000, et seq., and makes such use at its sole risk and subject to the indemnification obligations set forth below.

### 3. Mutual Indemnification.

3.1 Moreno Valley and Riverside (each, under this Section 3.1, an "Indemnifying Party") shall each defend, indemnify and hold the Authority, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death ("Claim"), to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the respective Indemnifying Party, its officials, officers, employees, or agents in the performance of this Agreement or the expenditure of the LU Fair Share Fees for the Permitted Uses, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to each Indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the Authority, its officials, officers, employees, or agents as relates to the relevant Claim. This is a comparative negligence provision and each party shall bear their own costs to the extent to which they are each negligent. Each Indemnifying Party shall, respectively, defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority, its officials, officers, employees, volunteers and agents. Each Indemnifying Party shall, respectively, pay and satisfy any judgment, award or decree that may be rendered against the Authority, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, officers, employees, volunteers and agents.

3.2 Authority (under this Section 3.2, the "Indemnifying Party") shall defend, indemnify and hold Moreno Valley, Riverside and their officials, officers, employees, volunteers and agents free and harmless from any and all Claims, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the Indemnifying Party, its officials, officers, employees, or agents in the performance of this Agreement, or the adoption, collection or disbursement of the LU Fair Share Fees, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the Indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of Moreno Valley and/or Riverside, as applicable, and their officials, officers, employees, or agents as relates to the relevant Claim. This is a comparative negligence provision and each party shall bear their own costs to the extent to which they are each negligent. The Indemnifying Party shall defend, at its own

cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Moreno Valley, Riverside, and their officials, officers, employees, volunteers and agents. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against Moreno Valley, Riverside or their officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Moreno Valley, Riverside or their officials, officers, employees, volunteers and agents.

**4. Audit and Inspection of Records.**

4.1 Moreno Valley and Riverside agree that their respective records, which shall include, but not be limited to accounting records, written policies and procedures, public bid documents, engineering and construction contracts, consultant contracts and payment history, contract files (including plans and specifications), original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence relied upon to substantiate charges related to the Permitted Uses or to substantiate receipt of the LU Fair Share Fees (collectively referred to as the "**Records**"), shall be open to inspection and subject to audit and reproduction by Authority's auditors or other authorized representatives at all reasonable times, in order for the Authority to enforce its rights under this Agreement. The cost of said audit shall be at the expense of the Authority.

4.2 The Authority, through any of its duly authorized representatives, upon providing at least forty-eight (48) hours prior written notice, shall be afforded access to all of the Records of Moreno Valley and Riverside during normal business hours, subject to reasonable limitations, throughout the term of this Agreement.

4.3 Information contained in the Records or other matters discovered during such audits or inspections shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the Authority's assertion of any rights hereunder.

4.4 All Records must be retained by Moreno Valley and Riverside for three (3) years, or for any longer period required by law, following the complete fulfillment and satisfaction by Moreno Valley and Riverside of all commitments made and undertaken pursuant to this Agreement.

**5. Exhibits.** The following exhibits are hereby incorporated into and made a part of this Agreement wherever referred to as though set forth at length, except where certain portions of specific exhibits have been deleted or superseded by sections of this Agreement:

<b>Exhibit "A"</b>	<b>Appendix N, Meridian Mitigation Costs</b>
<b>Exhibit "B"</b>	<b>Meridian Specific Plan Land Use Fair Share Fee Schedule</b>
<b>Exhibit "C"</b>	<b>Fair Share Fee Allocation Table</b>

## 6. Dispute Resolution.

6.1 Negotiation. In the event of a dispute, claim or controversy arising from or in relation to this Agreement, the Parties agree to undertake good faith attempts to resolve said dispute, claim or controversy within seven (7) calendar days after the receipt of written notice from the Party alleging that a minor dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, any Party may then request that the matter be submitted for alternative dispute resolution.

6.2 Alternative Dispute Resolution. If any Party, in accordance with this Agreement, requests that an unresolved dispute, claim or controversy be submitted to non-binding mediation or arbitration, the Parties agree first to undertake good faith efforts to settle the dispute through an agreed upon method of alternative dispute resolution. If any Party rejects the resulting mediation or arbitration determination within the specified timeframe determined during the mediation or arbitration process, the Parties may seek any other available legal remedies.

6.3 Legal Action. Compliance with the provisions of Sections 6.1 and 6.2 shall be a condition precedent to any legal action, provided that nothing herein shall limit the Parties' right to terminate this Agreement for default.

6.4 Allocation of Fees and Costs. The Parties agree to share the fees of the mediator or arbitrator and all costs associated with mediation and arbitration; provided, however, each Party that is subject to the proceeding shall be responsible for its own legal costs, including attorneys' fees and the costs associated with experts.

## 7. Default.

7.1 Notice of Default. Failure or delay by any Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the Party or Parties who are otherwise claimed to be in default by the other Party or Parties commences to cure, correct or remedy the alleged default within thirty (30) calendar days after receipt of written notice specifying such default and thereafter diligently undertakes efforts to complete such cure, correction or remedy, such Party or Parties shall not be deemed to be in default hereunder. The Party claiming that a default has occurred shall give written notice of default to the defaulting Party or Parties, specifying the deficiencies causing the alleged default. Delay in giving such written notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the non-defaulting Party or Parties shall have no right to exercise any remedy for a default hereunder without first delivering the written default notice as specified herein.

7.2 Failure to Cure. In the event that the defaulting Party or Parties fails to commence to cure, correct or remedy a default within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, a breach of this Agreement shall be deemed to have occurred. In the event of a breach, the non-defaulting Party or Parties may terminate this Agreement through a written notice of termination. Disputes regarding the facts that may have given rise to termination under this section shall be subject to the dispute resolution provisions provided above, but the right to terminate for such reason shall not be subject to review.

7.3 Changed Conditions. In the event that any Party to this Agreement, despite its best efforts, cannot, for reasons beyond the control of the Party, timely satisfy a contingency or condition required by this Agreement, that Party shall provide immediate written notification to the other Parties

within seven (7) calendar days after the occurrence of the event specifying the reasons for which the requirements cannot be met. As soon as practically possible thereafter, the Parties shall meet and confer in good faith to consider the changed conditions and the potentially adverse impacts upon this Agreement. The Parties shall work in good faith to resolve the problem and if this meet-and-confer process results in a recommended restructured form of this Agreement, representatives of all Parties will recommend such changes as necessary to the individual, Party or governing body authorized to amend this Agreement. Any approval of such restructured Agreement shall be subject to the amendment provisions provided below.

8. Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to the force majeure events of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractors, subcontractor or supplier, which are not attributable to the fault of the Party claiming an extension of time to prepare or acts or failure to act of any public or governmental agency or entity. Delays encountered by any Party due to governmental actions, reviews, approvals and permits shall not be deemed to be an enforced delay or a force majeure event pursuant to this section. An extension of time for any such force majeure event shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the Party that claims the existence of the delay has first provided each of the other Parties with written notice of the occurrence of the delay within seven (7) calendar days after the commencement of such occurrence or delay. A Party's failure to timely submit such notice of the occurrence of the delay pursuant to this section shall be precluded from asserting the occurrence of an enforced delay or force majeure event.

9. Attorneys' Fees. Except as otherwise expressly provided herein, each Party who files any action or brings any action or proceeding against the other arising from this Agreement, seeks resolution of disputes pursuant to this Agreement or is made a party to any action or proceeding brought by any other person or governmental entity, shall bear its own costs and fees.

10. Laws and Regulations. Each Party shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this Agreement, including the California Environmental Quality Act, and shall give all notices required by law. Each Party shall be liable for all violations of such laws and regulations in connection with this Agreement. If any Party performs any of its obligations hereunder knowing that its actions are contrary to such laws, rules and regulations and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom. The violating Party shall defend, indemnify and hold the other, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11. Miscellaneous Terms.

11.1 Notices, Demands and Communications Among the Parties.

11.1.1 Formal notices, demands and communications between the Parties shall be deemed sufficiently given if: (i) dispatched by registered or certified mail via the United States Postal Service, postage prepaid, return receipt requested, as designated in this section; or (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including fax transmissions with telephonic verification receipt. Such written notices, demands and communications may be sent in the



same manner to such other addresses as the Parties may from time to time designate by written notice to the other Parties.

11.1.2 All notices, demands and communications shall be sent, as follows:

<p><b>TO MARCH JOINT POWERS AUTHORITY</b></p>	<p><b>TO CITY OF MORENO VALLEY:</b></p>
<p>March Joint Powers Authority 23555 Meyer Drive Riverside, CA 92552 Attn: Executive Director</p> <p>With a copy to:</p> <p>Best Best &amp; Krieger, LLP 3500 Porsche Way, Suite 200 Ontario, CA 91764 Attn: General Counsel</p>	<p>City of Moreno Valley P.O. Box 88005 Moreno Valley, CA 92552-0805 Attn: City Manager</p> <p>With a copy to:</p> <p>Office of the City Attorney P.O. Box 88005 Moreno Valley, CA 92552-0805 Attn: City Attorney</p>
<p><b>TO CITY OF RIVERSIDE:</b></p>	
<p>City of Riverside 3900 Main Street Riverside, CA 92522 Attn: City Manager</p> <p>With a copy to:</p> <p>Office of the City Attorney 3900 Main Street Riverside, CA 92522 Attn: City Attorney</p>	

11.1.3 Notices that are dispatched by registered or certified mail through the United States Postal Service shall be deemed to be received, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, five (5) calendar days after deposit with the United States Postal Service. Notices that are dispatched by messenger for immediate personal delivery services shall be deemed received upon the day dispatched. Notices dispatched by express delivery services shall be deemed received upon execution of the delivery receipt by the Party receiving such notices. Notices dispatched through electronic transmittals shall be deemed received upon telephonic verification of such receipt.

11.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by all Parties. Exhibit A may be amended by the Authority and the Party seeking an amendment in its jurisdiction only, as further set forth in this Agreement.

11.3 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

11.4 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.5 Time is of the Essence. For each provision of this Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be deemed of the essence.

11.6 Third Party Beneficiaries. This Agreement and the performance of the Parties' obligations hereunder are for the sole and exclusive benefit of the Parties. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against the Parties hereunder as a result of any Party's performance or nonperformance of their respective obligations under this Agreement.

11.7 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for Riverside County, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within or for the County of Riverside, California, and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

11.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days unless specifically stated to the contrary as business days or work days. All references to Authority include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of Authority, except as otherwise specified in this Agreement. All references to the Implementing Parties include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of the Implementing Parties, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

11.9 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party or Parties on any default shall impair such right or remedy or be construed as a waiver. Any Parties' consent or approval of any act by the other Parties requiring their consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

11.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any

other default by the other Parties. All warranties and promises to indemnify shall survive the termination, abandonment, or completion of this Agreement.

11.11 Legal Counsel. Each Party acknowledges that: (i) it has read this Agreement; (ii) it has had the opportunity to have this Agreement explained to it by legal counsel of its choice; (iii) it is aware of the content and legal effect of this Agreement; and (iv) it is not relying on any representations made by the other Party or any of the employees, agents, representatives, or attorneys of the other Party, except as expressly set forth in this Agreement.

11.12 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

11.13 Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

11.14 Nondiscrimination. During the term of this Agreement, the Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, the Implementing Parties agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

11.15 Authorized Representatives. The person or persons executing this Agreement on behalf each Party warrants and represents that he/she has the authority to execute this Agreement on behalf of that Party and that they have the authority to bind that Party to the performance of its obligations hereunder.

11.16 Entire Agreement. This Agreement constitutes the entire and integrated agreement of the Authority and the Implementing Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations or agreements.

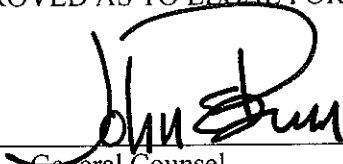
[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO COOPERATIVE AGREEMENT

MARCH JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Chair, March Joint Powers Authority

APPROVED AS TO LEGAL FORM:

By:  \_\_\_\_\_  
General Counsel

ATTEST:

By: \_\_\_\_\_  
Authority Secretary

**SIGNATURE PAGE TO COOPERATIVE AGREEMENT**

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

**SIGNATURE PAGE TO COOPERATIVE AGREEMENT**

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

**Appendix N, Meridian Mitigation Costs**

**[attached behind this page]**

Exhibit "A"

## Appendix N Meridian Mitigation Costs

### Introduction

This Appendix contains drawings and Opinion of Probable Construction Cost estimates for the proposed improvements identified in the Meridian SPA Traffic Impact Analysis. It also provides a calculation of the proposed Project's fair share payment toward each improvement where it contributes toward a significant cumulative traffic impact.

### Project Mitigation Measures

As discussed in the Traffic Impact Analysis, the proposed Project would result in significant direct and cumulative traffic impacts. Feasible improvements have been identified, and the drawings and the estimated opinion of probable cost for these improvements are included in this Appendix. The proposed Project will be responsible for fully funding feasible improvements required to mitigate its direct impacts. Mitigation for direct impacts is limited to the intersection of Van Buren Boulevard and Barton Street. In addition, the Project applicant has agreed to fully fund improvements to mitigate its cumulative traffic impacts at the following locations:

- Van Buren Boulevard/Coyote Bush Road
- Van Buren Boulevard/Village West Drive
- Cactus Avenue/Meridian Parkway (Existing + Amendment + Cumulative Projects condition only)

At all other locations where the Project has a significant cumulative impact, the Project's mitigation would be the payment of a fee based on its "fair share" of traffic impacts, as described in Chapter 10 of the Traffic Impact Analysis.

### Method for Collecting Fair Share Payments

Prior to the issuance of a certificate of occupancy for any lot in the SPA area that would generate traffic in excess of the external traffic generation of Phases I and II, the developer of that lot shall provide to the March JPA that lot's fair share contribution toward the mitigation of cumulative traffic impacts.



Intersection	Fair Share
INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	\$ 284
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	\$ 2,607
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE	\$ 10,248
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	\$ 7,363
INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	\$ 5,516
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	\$ 1,404
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE	\$ 37,000
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	\$ 24,587
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	\$ 6,744
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	\$ 69,476
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	\$ 24,476
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	\$ 391,000
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	\$ 327,000
INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	\$ 29,000
INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE	\$ 4,103
INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE	\$ 3,899
<b>TOTAL</b>	<b>\$ 944,707</b>

**Note:** Fair share allocations are for cumulative impacts outside JPA boundaries. Costs for Meridian/Cactus (\$37,000), Van Buren/Barton (\$391,000), Van Buren/Coyote Bush (\$327,000), and Van Buren/Village West (\$29,000) will be borne 100% by the Project.

FAIR SHARE CALCULATIONS

Int #	Project Traffic Volume	Existing Traffic Volume	Existing Plus Amendment Plus Cumulative Traffic Volume	Existing Plus Amendment Fair Share (%)	Future Year Plus Amendment Traffic Volume	Future Year Plus Amendment Fair Share (%)
1	73	8360	n/a	n/a	15797	0.98%
2	73	6881	n/a	n/a	11892	1.46%
3	78	6033	n/a	n/a	14028	0.98%
6	809	6193	n/a	n/a	21400	5.32%
7	341	6513	n/a	n/a	15627	3.74%
8	251	6071	9308	7.75%	13995	3.17%
9	110	4679	n/a	n/a	13784	1.21%
12	1468	462	6893	22.83%	12047	12.67%
13	918	2207	6995	19.17%	n/a	n/a
14	592	5882	12743	8.63%	n/a	n/a
15	139	6241	11632	2.58%	12023	2.40%
21	256	8065	10889	9.07%	13470	4.74%
22	181	8132	13149	3.61%	n/a	n/a
23	188	6777	12317	3.39%	14590	2.41%
24	321	5484	11555	5.29%	n/a	n/a
26	537	5844	13723	6.82%	16609	4.99%
27	1123	5707	n/a	n/a	17349	9.65%
36	51	658	2026	3.73%	n/a	n/a
37	49	1516	n/a	n/a	7971	0.76%

Notes:

Traffic Volume is the total combined a.m. and p.m. peak-hour traffic traversing the intersection.

Prepared By: Kintchen and Associates, Inc.

**FOR THE CONSTRUCTION OF:**  
**MERIDIAN SPA- DIRECT, NEAR TERM CUMULATIVE, & LONG TERM CUMULATIVE TRAFFIC IMPACTS**

**Off-Site Improvement Costs by Location**

INTERSECTION	Justification	Funding Source(s)	Cumulative or Direct Cost	Total Cost	Fair Share*	Anticipated Total LNR Cost	Potentially Overlapping Local Agency CIP Project	Notes
INT #5 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	City of Riverside	Fair Share	Cumulative \$	28,000	0.8%	\$ 284	None	
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	City of Riverside	Fair Share	Cumulative \$	48,000	5.2%	\$ 2,807	None	
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMP - LONG TERM CUMULATIVE	Caltrans	Fair Share, TUMF interchange	Cumulative \$	27,000	3.7%	\$ 10,248	None	
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	Caltrans	Fair Share, Meridian Phase 3, TUMF	Cumulative \$	65,000	7.5%	\$ 7,588	None	
INT #9 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	Caltrans	Fair Share, Meridian Phase 3, TUMF	Cumulative \$	174,000	3.1%	\$ 5,518	None	
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative \$	116,000	1.2%	\$ 1,404	None	
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE - NEAR TERM CUMULATIVE	March JPA	Meridian Phase 2A	Cumulative \$	37,000	100.0%	\$ 37,000	None	
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE - LONG TERM CUMULATIVE	March JPA	Meridian West Campus	Cumulative \$	694,000	0.0%	\$ -	None	
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	City of Moreno Valley	Fair Share, EB line Fully Funded per 08 RTP	Cumulative \$	863,000	2.5%	\$ 24,557	Yes	Caleta widening project planned by Moreno Valley would provide one of the additional lanes in proposed improvements
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative \$	281,000	2.8%	\$ 6,744	None	
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	City of Riverside	Fair Share, TUMF	Cumulative \$	766,000	9.0%	\$ 69,476	Yes	Van Buren which is a 1/2 lane from Wood Road to Wood Road by Riverside County would provide two lanes identified in mitigation.
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	City of Riverside	Fair Share, Meridian Phase 3, TUMF	Cumulative \$	678,000	3.6%	\$ 24,475	None	
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	City/County of Riverside	Meridian Phase 2A	Direct \$	991,000	100.0%	\$ 991,000	None	
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	City/County of Riverside	Meridian Phase 2A	Cumulative \$	327,000	100.0%	\$ 327,000	None	
INT #28 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	County of Riverside	Meridian Phase 2A	Cumulative \$	28,000	100.0%	\$ 28,000	None	
INT #30 NANDINA AVENUE & BARTON STREET - NEAR TERM CUMULATIVE	County of Riverside	Fair Share	Cumulative \$	110,000	3.7%	\$ 4,103	None	
INT #37 COTTONWOOD AVENUE & DAY STREET - LONG TERM CUMULATIVE	City of Moreno Valley	Fair Share	Cumulative \$	519,000	0.7%	\$ 3,669	Yes	Planned widening from Cottonwood to Alessandro by Moreno Valley may provide one of the additional lanes in proposed improvements
<b>TOTAL</b>			<b>\$ 5,793,000</b>			<b>\$ 843,381</b>		

Total Direct Near Term Cumulative \$ 2,895,000  
 Total Direct Near Term Cumulative \$ 391,000  
 Total Direct Near Term Cumulative \$ 523,005  
 Total Direct Near Term Cumulative \$ 2,407,000

\* Fair Share percentage contingent upon agency approval of the calculation.



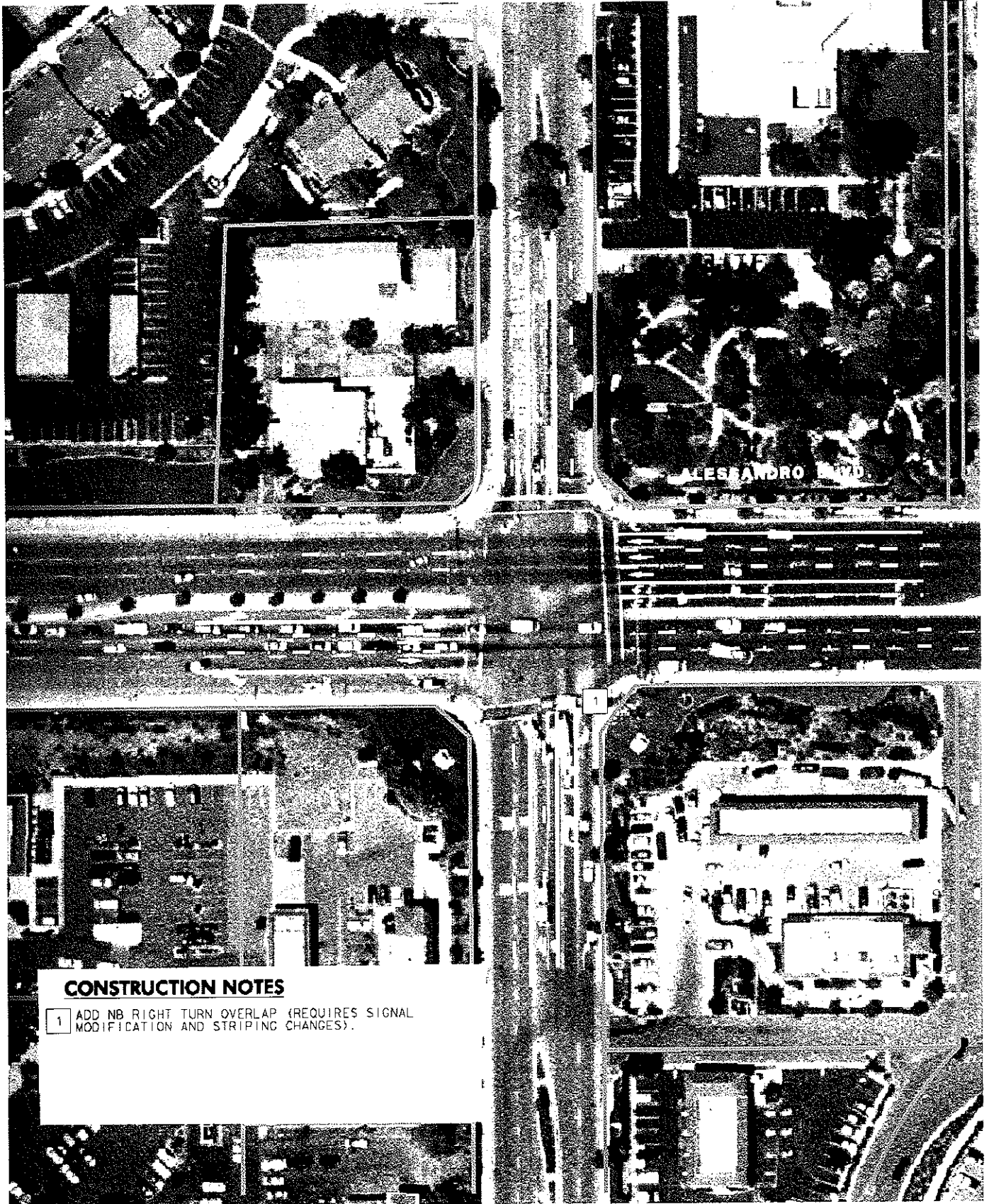
TRANSPORTATION IMPROVEMENT PROGRAM 2009 - 2010 EDITION  
Supervisory District 1

NAME LIMITS LENGTH (mi) DESCRIPTION (comments)	RD CT PL RW	PROJECT NUMBER ROAD BOOK PAGE ROAD NUMBER LEAD AGENCY LARGER PROJECT	EW (ft) / PW (ft)	FUND SOURCE COST (X \$1000)	FISCAL YEAR COST (X \$1000)												
					PFY	09/10	10/11	11/12	12/13	13/14	14/15	15/16					
Van Buren Blvd Porter Ave 0.01(mi) Install Traffic Signal	11 C Y N	B3-0743 S3 S5415B RCTD	0 (ft) / 0 (ft)	364	580	106	3										
Van Buren Blvd Washington St 2.10(mi) Widen AC paved road to 6 lanes	11 C Y Y	B5-0657 S3 S5415B RCTD	Wood Rd 62 (ft) / 110 (ft)	349 627 999	470 200 6,441	435 11 9	199 48		437 2,180								3,792
Van Buren Blvd Ichg I-215 0.00(mi) Replace & Expand interchange PA & ED was done by March JPA.	14 C Y Y	B7-0798 S5 S5415C RCTD	0 (ft) / 0 (ft)	217 343 344 399 600 869 989	10,000 17,537 2,013 10,000 14,000 15,000 22,370 90,920	1,244 3,550	2,129	2,697	250								13,610
Van Buren Blvd Signal Synchronization Mockingbird Cyn Rd 3.10(mi) Modify Signals for improved signal timing. City of Riverside secured a USF&G grant and is the lead agency. Only County jurisdiction funds are shown.	11 C N N	C0-0509 S27 S5415A CO RIV	Gamble Ave 0 (ft) / 0 (ft)	369 990	17 5		2										
Van Buren Blvd Signals Mockingbird Cyn 0.00(mi) Coordination of traffic signals	11 C Y N	B7-0719 S27 S5415A RCTD	Porter Ave 0 (ft) / 0 (ft)	369	131	39	20										
Arnona Dr Amalista Ave 0.09(mi) Slurry Seal Type II	12 C N N	B9-0311 S78 M9214 RCTD X09D1	455' Ely 32 (ft) / 32 (ft)	214	2												

CITY OF MORENO VALLEY  
 Capital Improvement Plan - Project Details  
 FY 2009-2014 and Beyond

Project Title:	Day Street Improvements / Alessandro Boulevard to Cottonwood Avenue	Project Status:	Project Priority in CIP Category												
Department / Division:	Economic Development Department / Capital Projects Division	<input type="checkbox"/> New <input checked="" type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> On Hold	<input checked="" type="checkbox"/> Essential (Start within 1 yr) <input type="checkbox"/> Necessary (Start within 1 to 3 yrs) <input type="checkbox"/> Desirable (Start within 3 to 5 yrs) <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)												
Fund Business Unit:	897.91724	<b>Project Location Map:</b> 													
Project Description:	This project involves the improvement of Day Street from (1) Alessandro Boulevard to Cottonwood Avenue; (2) Sherman Avenue from Day Street to Nolze Place; and (3) Bay Avenue from Day Street to Nolze Place. Construction: August 2009 to January 2010														
Justification or Significance of Improvement:	The project will beautify the area and enhance safety by improving the roadway cross-section, as well as mitigate traffic congestion by reducing travel time and fuel consumption.														
		<input checked="" type="checkbox"/> Street Improvements <input type="checkbox"/> Bridges <input type="checkbox"/> Buildings <input type="checkbox"/> Drainage, Sewers, & Waterlines	<input type="checkbox"/> Parks <input type="checkbox"/> Electric Utility <input type="checkbox"/> Landscaping <input type="checkbox"/> Special Projects <input type="checkbox"/> Traffic Signals <input type="checkbox"/> Underground Utilities												
PROJECT PHASE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover plus New Request FY 2009-2010	New Request FY 2009-2010	Carryover to FY 2009-2010	CY Return to Fund Balance FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Budget FY 2008-2009	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total	
Prelim. Eng. / Environ. Design	100,000	100,000													
Right-of-Way Construction	230,000	220,000													
Other	2,604,611	2,000			2,604,611	2,604,611								2,604,611	
<b>PROJECT TOTAL</b>	<b>2,926,611</b>	<b>322,000</b>	<b>0</b>	<b>0</b>	<b>2,604,611</b>	<b>2,604,611</b>	<b>0</b>	<b>322,000</b>	<b>2,926,611</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,604,611</b>	
FUNDING SOURCE	CY Budget FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Return to Fund Balance FY 2008-2009	Carryover plus New Request FY 2009-2010	New Request FY 2009-2010	Carryover to FY 2009-2010	CY Return to Fund Balance FY 2008-2009	CY Projected Expenditure FY 2008-2009	CY Budget FY 2008-2009	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014 and Beyond	Total	
RDA 2007 TABS (897) 897.91724	2,926,611	322,000				2,604,611		322,000	2,926,611					2,604,611	
<b>REVENUE TOTAL</b>	<b>2,926,611</b>	<b>322,000</b>	<b>0</b>	<b>0</b>	<b>2,604,611</b>	<b>2,604,611</b>	<b>0</b>	<b>322,000</b>	<b>2,926,611</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,604,611</b>	





N.T.S.



Kimley-Horn  
& Associates, Inc.

INTERSECTION 3  
Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & Mission Grove Pkwy.)

Item No. A.19

-768-

\\s11a00\fall\ahorn\m19-2009-02-B\m19-3-Alessandro-Mission-Grove-LT.dgn



# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 Date: 22-Dec-09

FOR THE CONSTRUCTION OF :

### MERIDIAN SPA LONG TERM CUMULATIVE

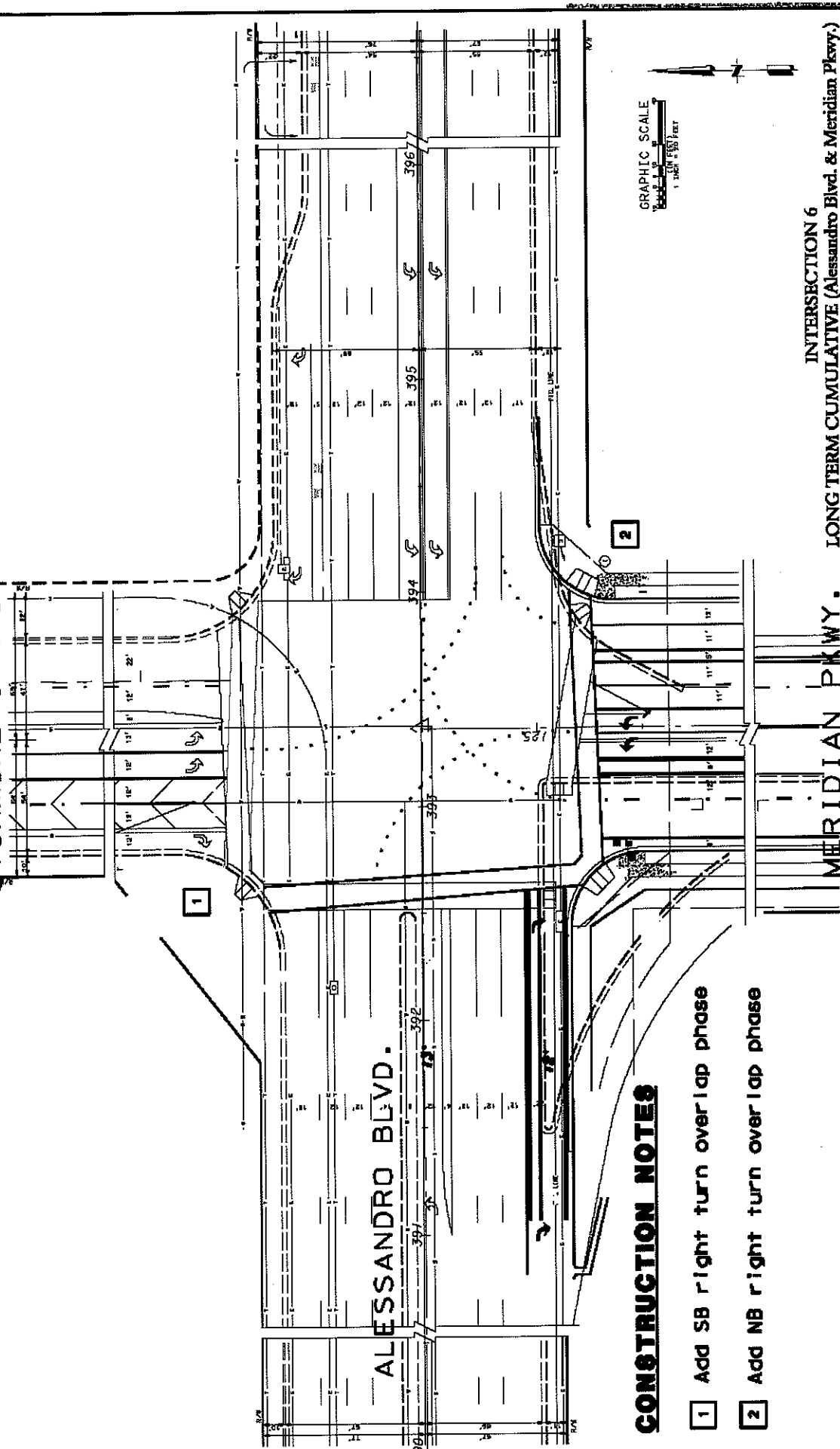
#### INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 5,000.00	1	\$ 5,000.00
2	SIGNAL MODIFICATION	LS	\$ 10,000.00	1	\$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				\$ 1,200.00
MOB	MOBILIZATION @ 5%				\$ 2,000.00
Subtotal Construction Cost					\$19,200
Contingency					\$4,800
Design, Administration and Construction Management					\$4,608
<b>TOTAL</b>					<b>\$29,000</b>

**Notes/Assumptions**

- Widening: none required
- Signal Mod: modification to signal heads for addition of northbound overlap
- Signing/Striping: minor modifications to existing northbound signing/stripping
- Right-of-Way: none required

SYCAMORE CANYON BLVD.



ALESSANDRO BLVD.

INTERSECTION 6  
 LONG TERM CUMULATIVE (Alessandro Blvd. & Meridian Pkwy.)

**CONSTRUCTION NOTES**

- 1 Add SB right turn overlap phase
- 2 Add NB right turn overlap phase

<p>NOTES:                  1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.                  2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.                  3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.                  4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.</p>		<p>APPROVED BY:                  [Signature]                  DATE: 08/20/2018</p>	<p>PROJECT NO.: 18-000000                  SHEET NO. 1 OF 1</p>
<p>DESIGNED BY:                  [Signature]                  DATE: 08/20/2018</p>			
<p>CITY OF RIVERSIDE, CALIFORNIA                  DEPARTMENT OF PUBLIC WORKS                  TRAFFIC SIGNALS SECTION</p>		<p>UNIT 2 TRAFFIC SIGNAL PLANS                  MERIDIAN-UNIT 2</p>	



ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.



DESIGNED BY:  
 [Signature]  
 DATE: 08/20/2018

# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Date: 22-Dec-09

KHA Job #: 095300028

Prepared By: Kimley-Horn and Associates, Inc.

FOR THE CONSTRUCTION OF :

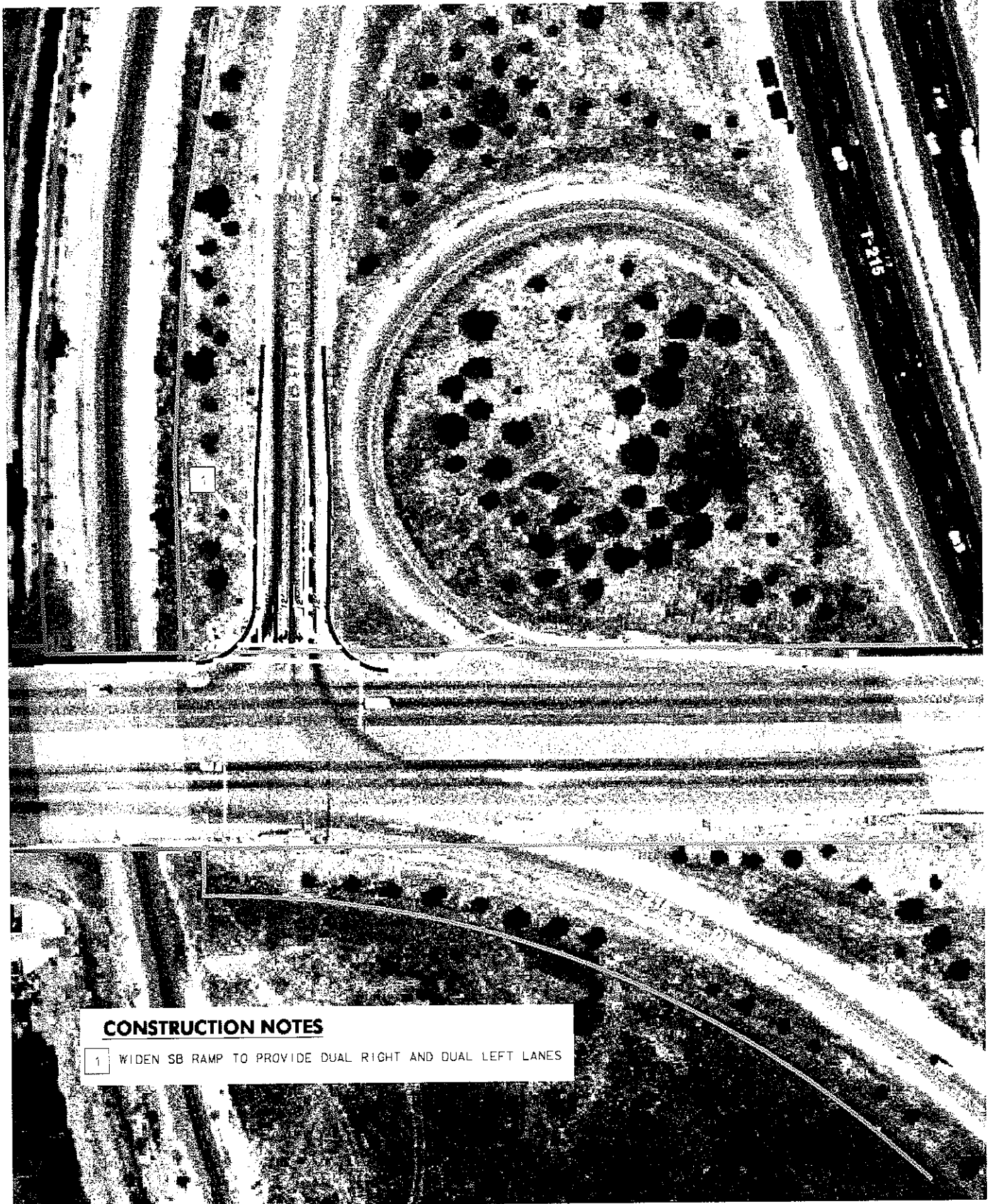
### MERIDIAN SPA LONG TERM CUMULATIVE

#### INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 7,500.00	1	\$ 7,500.00
2	SIGNAL MODIFICATION	LS	\$ 20,000.00	1	\$ 20,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				\$ 2,200.00
MOB	MOBILIZATION @ 5%				\$ 2,000.00
Subtotal Construction Cost					\$32,700
Contingency					\$8,173
Design, Administration and Construction Management					\$7,848
<b>TOTAL</b>					<b>\$49,000</b>

**Notes/Assumptions**

- Widening: none required
- Signal Mod: modification to signal heads for addition of overlap for both northbound and southbound
- Signing/Striping: minor modifications to existing northbound and southbound signing/stripping
- Right-of-Way: none required



**CONSTRUCTION NOTES**

1 WIDEN SB RAMP TO PROVIDE DUAL RIGHT AND DUAL LEFT LANES



N.T.S.



Kimley-Horn  
and Associates, Inc.

INTERSECTION 7  
Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & SB I-215 Ramp)

Item No. A.19

# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Date: 22-Dec-09

KHA Job #: 095300028

Prepared By: Kimley-Horn and Associates, Inc.

FOR THE CONSTRUCTION OF :

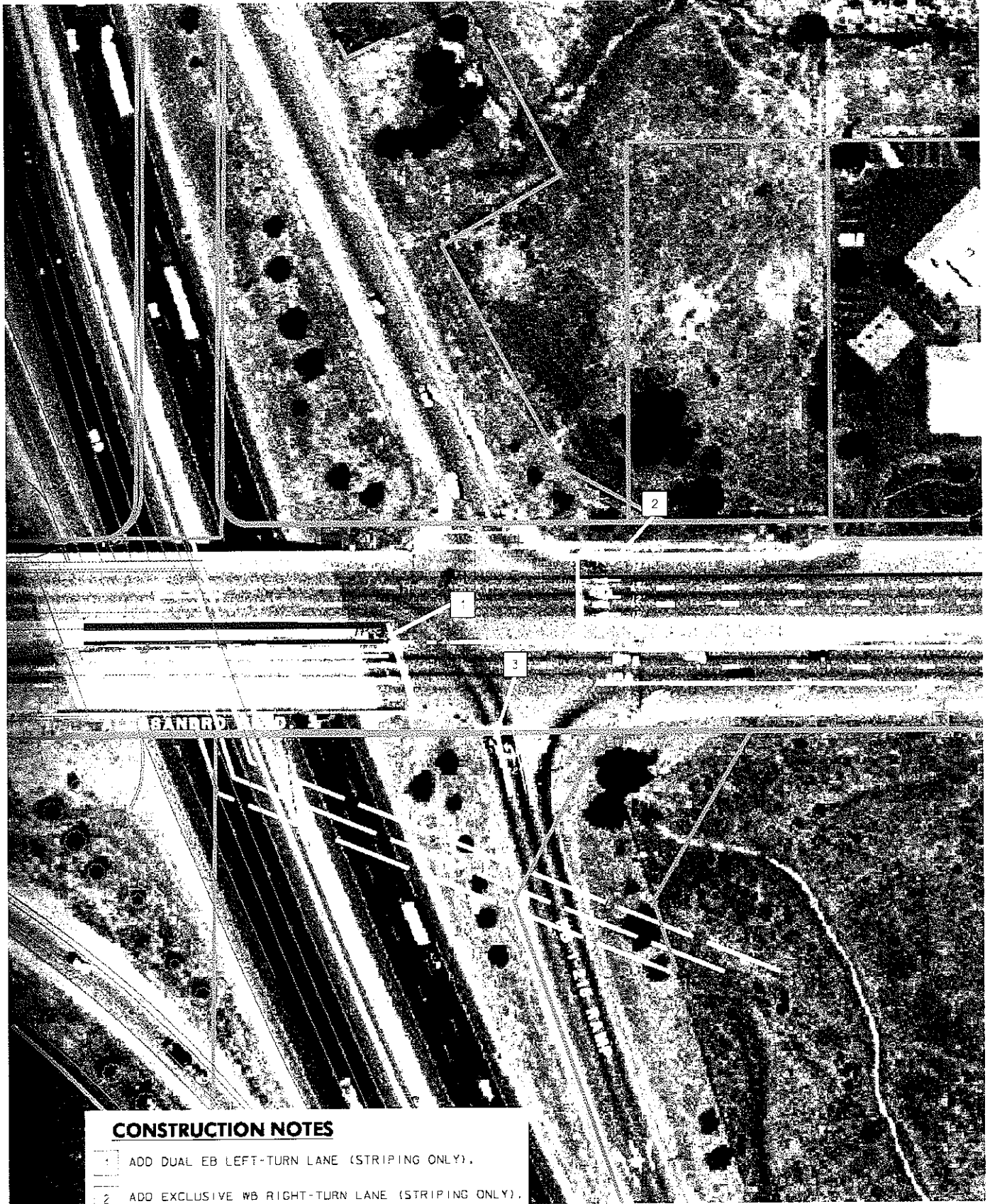
### MERIDIAN SPA LONG TERM CUMULATIVE

#### INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 10,000.00	1	\$ 10,000.00
2	SIGNAL MODIFICATION	LS	\$ 70,000.00	1	\$ 70,000.00
3	CONTRACTOR'S STAGING AND STORAGE AREA	LS	\$ 10,000.00	1	\$ 10,000.00
4	CALTRANS PERMIT	LS	\$ 30,000.00	1	\$ 30,000.00
5	CLEARING AND GRUBBING	SF	\$ 1.50	2400	\$ 3,600.00
6	REMOVE CONCRETE (SIDEWALK)	SF	\$ 2.80	500	\$ 1,400.00
7	ASPHALT CONCRETE	TON	\$ 90.00	90	\$ 8,100.00
8	CEMENT TREATED BASE	CY	\$ 70.00	59	\$ 4,130.00
9	MINOR UTILITY ADJUSTMENT	LS	\$ 5,000.00	1	\$ 5,000.00
10	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	100	\$ 1,500.00
11	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	500	\$ 2,500.00
12	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	2	\$ 5,000.00
13	DRAINAGE IMPROVEMENTS	LS	\$ 5,000.00	1	\$ 5,000.00
14	GRADING	CY	\$ 20.00	104	\$ 2,080.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 4,700.00
TC	TRAFFIC CONTROL @ 8%				\$ 12,700.00
MOB	MOBILIZATION @ 2.5%				\$ 7,900.00
Subtotal Construction Cost					\$183,610
Contingency					\$45,903
Design, Administration and Construction Management					\$44,086
<b>TOTAL</b>					<b>\$274,000</b>

#### Notes/Assumptions

- Widening: symmetrical widening of 250' with 100' transition of the SB off ramp to add new lane
- Signal Mod: relocate/replace traffic signal equipment on NWC, minor modifications to equipment on NEC
- Signing/Striping: replace southbound ramp signage and restriping of the ramp and crosswalk
- Right-of-Way: none required



**CONSTRUCTION NOTES**

- 1 ADD DUAL EB LEFT-TURN LANE (STRIPING ONLY).
- 2 ADD EXCLUSIVE WB RIGHT-TURN LANE (STRIPING ONLY).
- 3 ADD NB LEFT TURN.  
RECONFIGURE NB LANES (STRIPING ONLY).



N.T.S.

# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Date: 22-Dec-09

KHA Job #: 095300028

Prepared By: Kimley-Horn and Associates, Inc.

### FOR THE CONSTRUCTION OF :

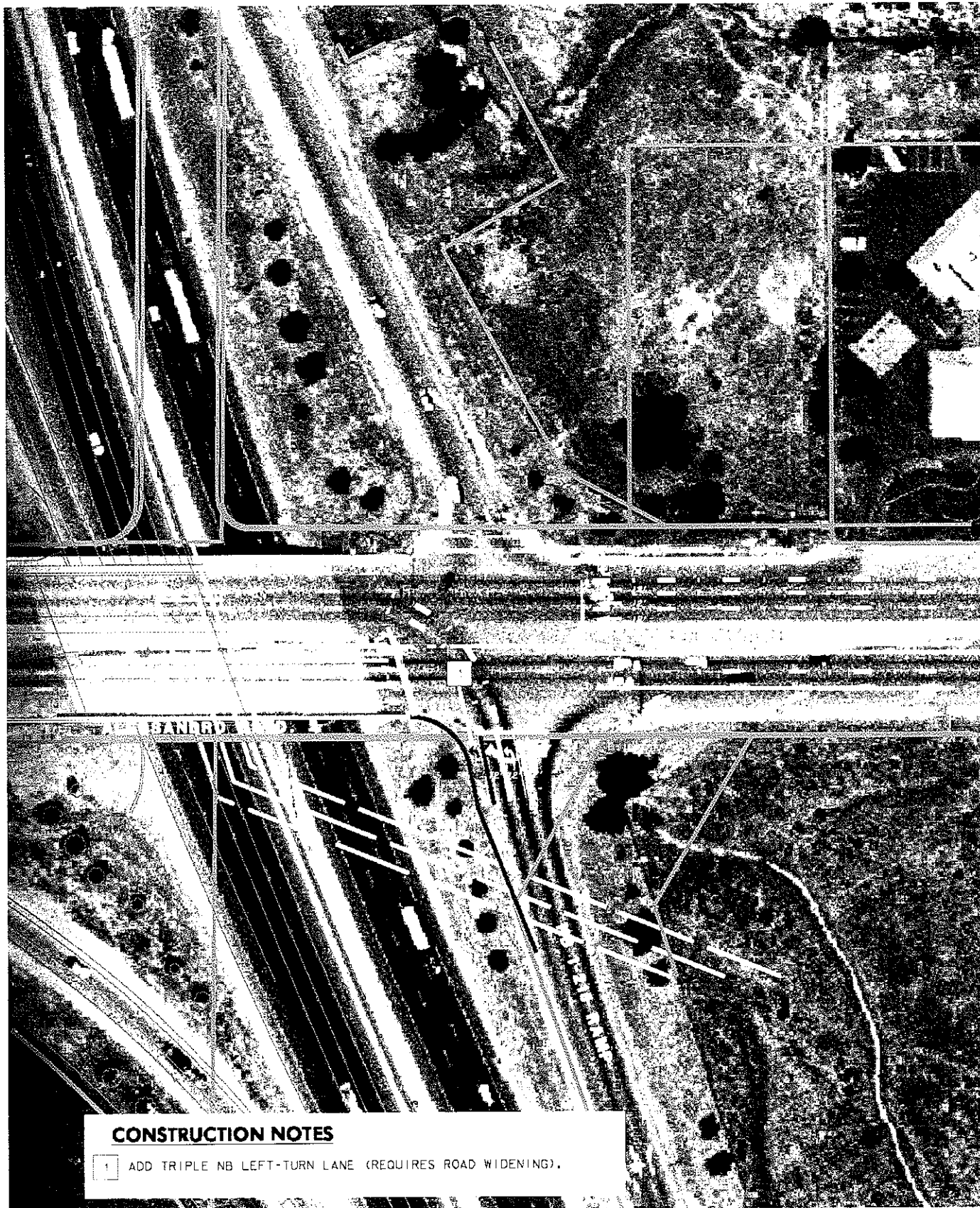
### MERIDIAN SPA NEAR TERM CUMULATIVE

#### INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 20,000.00	1	\$ 20,000.00
2	CONTRACTOR'S STAGING AND STORAGE AREA	LS	\$ 5,000.00	1	\$ 5,000.00
3	CALTRANS PERMIT	LS	\$ 30,000.00	1	\$ 30,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 1,700.00
TC	TRAFFIC CONTROL @ 8%				\$ 4,400.00
MOB	MOBILIZATION @ 2.5%				\$ 2,800.00
Subtotal Construction Cost					\$63,900
Contingency					\$15,975
Design, Administration and Construction Management					\$15,336
<b>TOTAL</b>					<b>\$95,000</b>

#### Notes/Assumptions

- Widening: assumes no new widening and that the improvements can be completed within existing roadway
- Signal Mod: none required
- Signing/Striping: replace northbound ramp, eastbound left-turn and westbound right turn signage; restripe northbound, eastbound and westbound approaches
- Right-of-Way: none required



**CONSTRUCTION NOTES**

1 ADD TRIPLE NB LEFT-TURN LANE (REQUIRES ROAD WIDENING).



N.T.S.



Kimley-Horn  
and Associates, Inc.

Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & NB I-215 Ramp)

Item No. A.19

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INTERSECTION 8



# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 Date: 22-Dec-09

FOR THE CONSTRUCTION OF :

### MERIDIAN SPA LONG TERM CUMULATIVE

#### INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 10,000.00	1	\$ 10,000.00
2	SIGNAL MODIFICATION	LS	\$ 20,000.00	1	\$ 20,000.00
3	CONTRACTOR'S STAGING AND STORAGE AREA	LS	\$ 10,000.00	1	\$ 10,000.00
4	CALTRANS PERMIT	LS	\$ 30,000.00	1	\$ 30,000.00
5	CLEARING AND GRUBBING	SF	\$ 1.50	3600	\$ 5,400.00
6	ASPHALT CONCRETE	TON	\$ 90.00	135	\$ 12,150.00
7	CEMENT TREATED BASE	CY	\$ 70.00	89	\$ 6,230.00
8	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	50	\$ 750.00
9	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	250	\$ 1,250.00
10	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	1	\$ 2,500.00
11	GRADING	CY	\$ 20.00	156	\$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 2,900.00
TC	TRAFFIC CONTROL @ 8%				\$ 7,900.00
MOB	MOBILIZATION @ 2.5%				\$ 4,900.00
Subtotal Construction Cost					\$117,100
Contingency					\$29,275
Design, Administration and Construction Management					\$28,104
<b>TOTAL</b>					<b>\$174,000</b>

**Notes/Assumptions**

- Widening: widening of SWC to provide third northbound left turn lane
- Signal Mod: minor modifications to equipment on SWC
- Signing/Striping: replace signing and striping on northbound ramp
- Right-of-Way: none required



**CONSTRUCTION NOTES**

□ ADD SECOND SB LEFT TURN LANE  
(INCLUDES SIGNAL MODIFICATION).



N.T.S.



Kimley-Horn  
and Associates, Inc.

Item No. A.19

INTERSECTION 9  
Proposed Improvements- LONG TERM CUMULATIVE (Alessandro Blvd. & Old 215)

# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Date: 22-Dec-09

KHA Job #: 095300028

Prepared By: Kimley-Horn and Associates, Inc.

FOR THE CONSTRUCTION OF :

### MERIDIAN SPA LONG TERM CUMULATIVE

#### INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 5,000.00	1	\$ 5,000.00
2	SIGNAL MODIFICATION	LS	\$ 20,000.00	1	\$ 20,000.00
3	CLEARING AND GRUBBING	SF	\$ 1.50	3600	\$ 5,400.00
4	ASPHALT CONCRETE	TON	\$ 90.00	135	\$ 12,150.00
5	CEMENT TREATED BASE	CY	\$ 70.00	89	\$ 6,230.00
6	MINOR UTILITY ADJUSTMENT	LS	\$ 5,000.00	1	\$ 5,000.00
7	DRAINAGE IMPROVEMENTS	LS	\$ 10,000.00	1	\$ 10,000.00
8	GRADING	CY	\$ 20.00	156	\$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%		\$ 20,000.00		\$ 2,000.00
TC	TRAFFIC CONTROL @ 8%		\$ 40,000.00		\$ 5,400.00
MOB	MOBILIZATION @ 5%		\$ 10,000.00		\$ 3,300.00
Subtotal Construction Cost					\$77,600
Contingency					\$19,400
Design, Administration and Construction Management					\$18,624
<b>TOTAL</b>					<b>\$116,000</b>

**Notes/Assumptions**

- Widening: southbound left turn lane can be added by widening will be into the median
- Signal Mod: minor signal modification on SWC and add loops for dual southbound left turn lane
- Signing/Striping: additional signing and marking for dual southbound left turn lanes
- Right-of-Way: none required



# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

*Preliminary Engineering*

Prepared By: Kimley-Horn and Associates, Inc.

KHA Job #: 095300028

Date: 22-Dec-09

### FOR THE CONSTRUCTION OF :

### MERIDIAN SPA NEAR TERM CUMULATIVE

#### INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 5,000.00	1	\$ 5,000.00
2	SIGNAL MODIFICATION	LS	\$ 15,000.00	1	\$ 15,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				\$ 1,600.00
MOB	MOBILIZATION @ 5%				\$ 2,000.00
<b>Subtotal Construction Cost</b>					
<b>\$24,600</b>					
<b>Contingency</b>					
<b>\$6,150</b>					
<b>Design, Administration and Construction Management</b>					
<b>\$5,904</b>					
<b>TOTAL</b>					
<b>\$37,000</b>					

**Notes/Assumptions**

- Widening: none required
- Signal Mod: modification to add loops and modify signal heads for the westbound direction
- Signing/Striping: modification to the westbound signing and striping to add a dual left-turn lane
- Right-of-Way: none required



# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc.

KHA Job #: 095300028

Date:

22-Dec-09

FOR THE CONSTRUCTION OF :

### MERIDIAN SPA LONG TERM CUMULATIVE

#### INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 20,000.00	1	\$ 20,000.00
2	SIGNAL MODIFICATION	LS	\$ 100,000.00	1	\$ 100,000.00
3	CLEARING AND GRUBBING	SF	\$ 0.10	30000	\$ 3,000.00
4	REMOVE CONCRETE (SIDEWALK)	SF	\$ 2.80	13200	\$ 36,960.00
5	ASPHALT CONCRETE	TON	\$ 90.00	1125	\$ 101,250.00
6	CEMENT TREATED BASE	CY	\$ 70.00	741	\$ 51,870.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	2000	\$ 30,000.00
8	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	12000	\$ 60,000.00
9	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	2	\$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	\$ 10,000.00	1	\$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	\$ 20.00	1296	\$ 25,920.00
12	GRADING	CY	\$ 20.00	1296	\$ 25,920.00
13	LANDSCAPING	LS	\$ 10,000.00	1	\$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 13,600.00
TC	TRAFFIC CONTROL @ 8%				\$ 36,300.00
MOB	MOBILIZATION @ 5%				\$ 22,700.00
ROW	RIGHT OF WAY	SF	\$ 15.00	6000	\$ 90,000.00
Subtotal Construction Cost					\$626,600
Contingency					25%
Design, Administration and Construction Management					24%
<b>TOTAL</b>					<b>\$934,000</b>

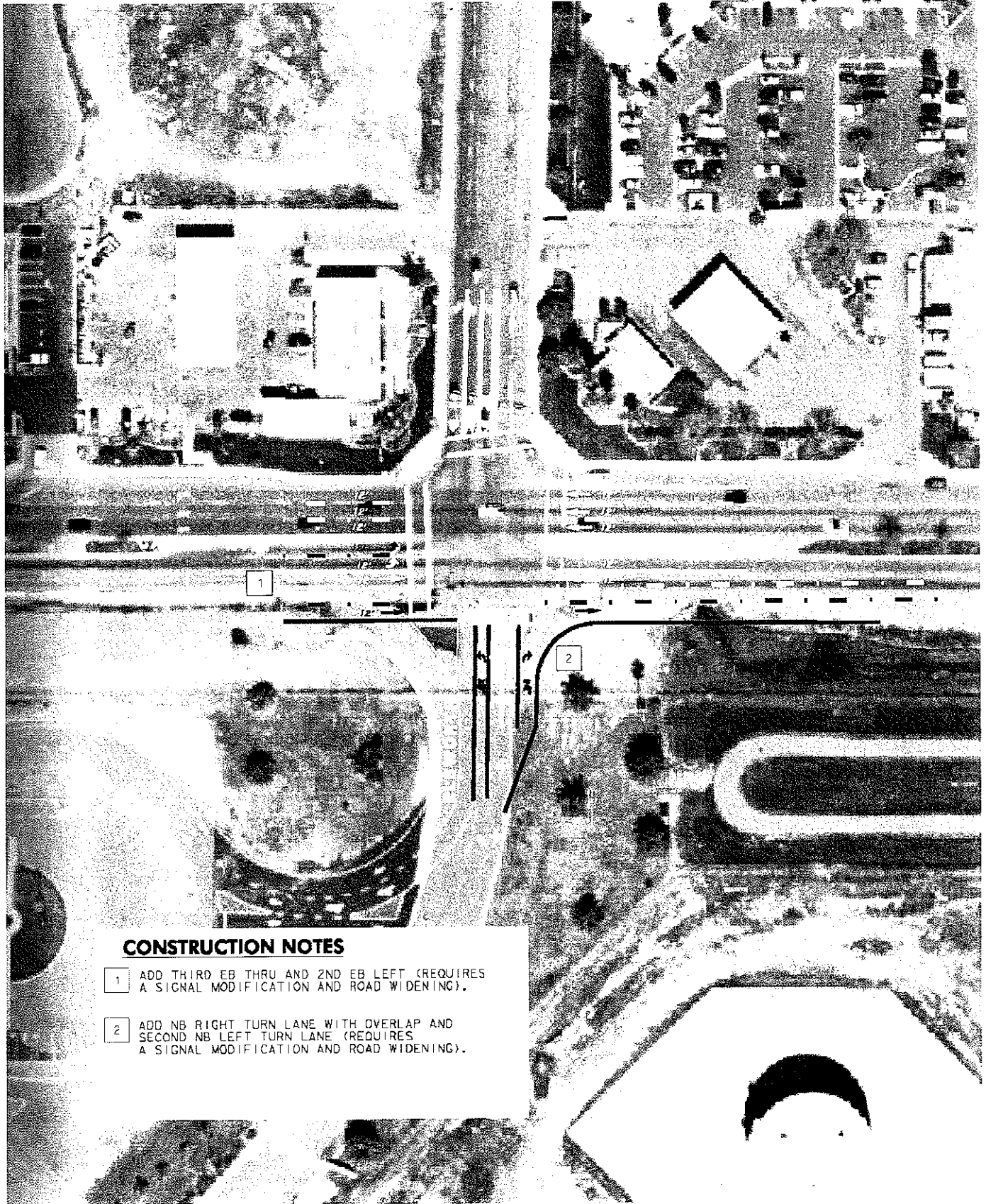
#### Notes/Assumptions

Widening: widening of southeast and northeast corners required for installation of third northbound through lane and second northbound right turn lane

Signal Mod: relocate/replace traffic signal equipment on NWC and SWC

Signing/Striping: restriping and signing required for south leg approach and north and east leg departure lanes

Right-of-Way: additional right-of-way assumed to be required for installation of additional northbound through lane, ROW costs are an estimate and may be higher



**CONSTRUCTION NOTES**

- 1 ADD THIRD EB THRU AND 2ND EB LEFT (REQUIRES A SIGNAL MODIFICATION AND ROAD WIDENING).
- 2 ADD NB RIGHT TURN LANE WITH OVERLAP AND SECOND NB LEFT TURN LANE (REQUIRES A SIGNAL MODIFICATION AND ROAD WIDENING).



N.T.S.



Kimley-Horn  
and Associates, Inc.

Item No. A.19

12/14/13 Fall Report to 2014-2-8/14 5-Cactus\_Elsworth-14-11.dgn

INTERSECTION 15  
Proposed Improvements- NEAR TERM CUMULATIVE (Cactus Ave. & Elsworth St.)



# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Date: 22-Dec-09

KHA Job #: 095300028

Prepared By: Kimley-Horn and Associates, Inc.

FOR THE CONSTRUCTION OF :

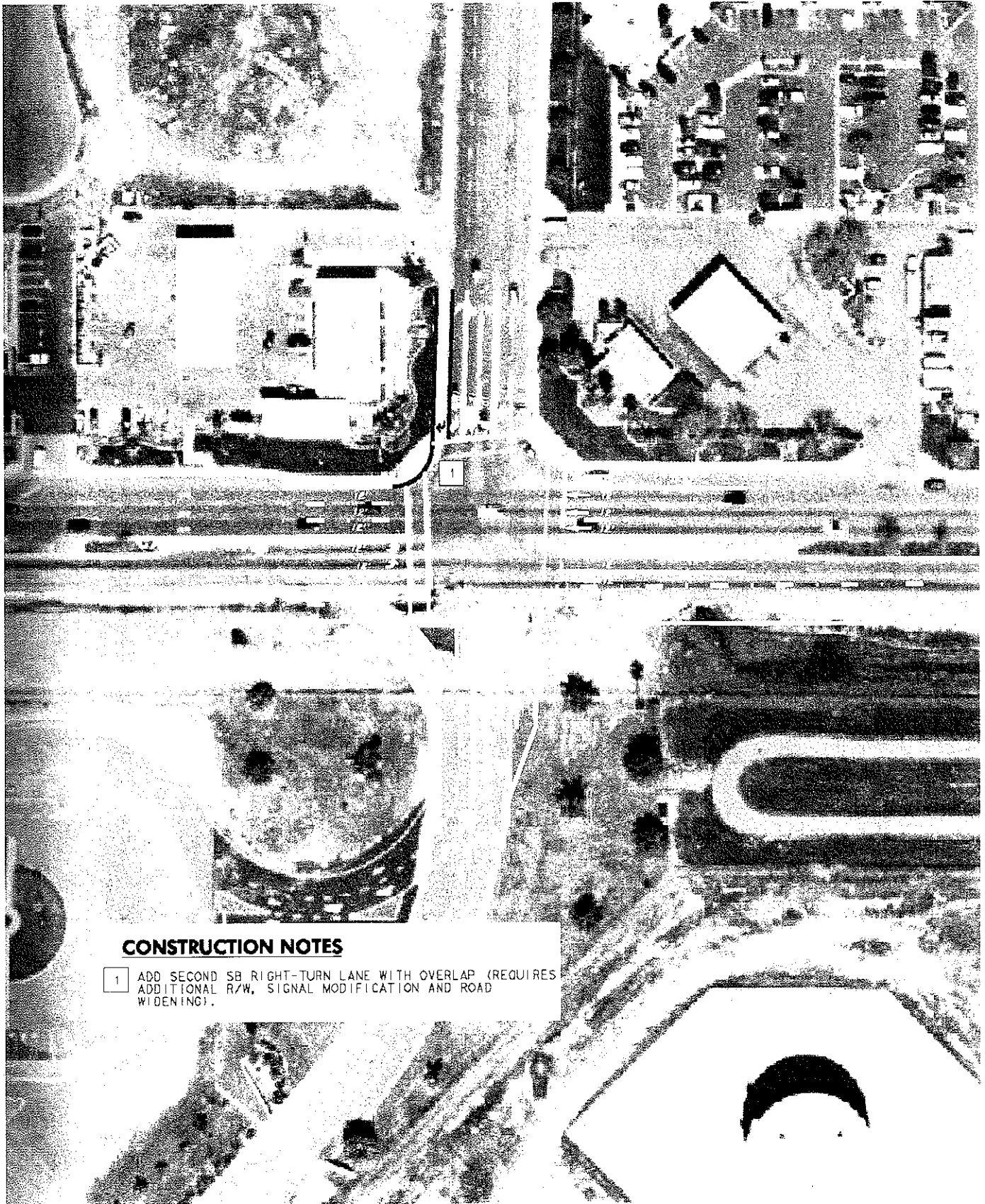
### MERIDIAN SPA NEAR TERM CUMULATIVE

#### INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 25,000.00	1	\$ 25,000.00
2	SIGNAL MODIFICATION	LS	\$ 150,000.00	1	\$ 150,000.00
3	CLEARING AND GRUBBING	SF	\$ 0.10	36900	\$ 3,690.00
4	ASPHALT CONCRETE	TON	\$ 90.00	1230	\$ 110,700.00
5	CEMENT TREATED BASE	CY	\$ 70.00	911	\$ 63,770.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	2250	\$ 33,750.00
7	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	13500	\$ 67,500.00
8	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	2	\$ 5,000.00
9	MINOR UTILITY ADJUSTMENT	LS	\$ 20,000.00	1	\$ 20,000.00
10	DRAINAGE IMPROVEMENTS	LS	\$ 40,000.00	1	\$ 40,000.00
11	GRADING	CY	\$ 20.00	1594	\$ 31,880.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 16,500.00
TC	TRAFFIC CONTROL @ 8%				\$ 44,100.00
MOB	MOBILIZATION @ 5%				\$ 27,600.00
Subtotal Construction Cost					\$639,490
Contingency					\$159,873
Design, Administration and Construction Management					\$153,478
<b>TOTAL</b>					<b>\$953,000</b>

#### Notes/Assumptions

- Widening: widening of south leg required for additional left and right turn lanes; widening on southside of Cactus for additional eastbound lane
- Signal Mod: relocate/replace traffic signal equipment on SWC and SEC; modify traffic signal heads on NEC
- Signing/Striping: restriping and signing required for south and west leg approaches and east leg departure lanes
- Right-of-Way: not required, assumed to be dedicated by others



**CONSTRUCTION NOTES**

- 1 ADD SECOND SB RIGHT-TURN LANE WITH OVERLAP (REQUIRES ADDITIONAL R/W, SIGNAL MODIFICATION AND ROAD WIDENING).



N.T.S.



Kimley-Horn  
and Associates, Inc.

Item No. A.19

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INTERSECTION 15  
Proposed Improvements- LONG TERM CUMULATIVE (Cactus Ave. & Elsworth St.)

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

KHA Job #: 095300028      Date: 22-Dec-09

Prepared By: Kimley-Horn and Associates, Inc.

### FOR THE CONSTRUCTION OF :

### MERIDIAN SPA LONG TERM CUMULATIVE

#### INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 5,000.00	1	\$ 5,000.00
2	SIGNAL MODIFICATION	LS	\$ 50,000.00	1	\$ 50,000.00
3	CLEARING AND GRUBBING	SF	\$ 0.10	3600	\$ 360.00
4	REMOVE CONCRETE (SIDEWALK)	TON	\$ 2.80	2100	\$ 5,880.00
5	ASPHALT CONCRETE	TON	\$ 90.00	135	\$ 12,150.00
6	CEMENT TREATED BASE	CY	\$ 70.00	89	\$ 6,230.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	350	\$ 5,250.00
8	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	2100	\$ 10,500.00
9	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	1	\$ 2,500.00
10	MINOR UTILITY ADJUSTMENT	LS	\$ 5,000.00	1	\$ 5,000.00
11	DRAINAGE IMPROVEMENTS	LS	\$ 10,000.00	1	\$ 10,000.00
12	GRADING	CY	\$ 20.00	156	\$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 3,500.00
TC	TRAFFIC CONTROL @ 8%				\$ 9,360.00
MOB	MOBILIZATION @ 5%				\$ 5,800.00
ROW	RIGHT OF WAY	SF	\$ 15.00	3600	\$ 54,000.00
Subtotal Construction Cost					\$188,590
Contingency					\$47,143
Design, Administration and Construction Management					\$45,262
<b>TOTAL</b>					<b>\$281,000</b>

**Notes/Assumptions**

- Widening: widening of north leg required for southbound right turn lane
- Signal Mod: replace/relocate signal equipment on NWC
- Signing/Striping: additional striping and signing required for southbound dual right turn lanes
- Right-of-Way: obtain right-of-way for construction of southbound right turn lane, ROW costs are an estimate and may be higher



**CONSTRUCTION NOTES**

- 1 IMPROVEMENTS BY TUMF.
- 2 IMPROVEMENTS BY TUMF.
- 3 ADD SECOND NB THRU LANE (REQUIRES ADDITIONAL R/W, WIDENING ALONG EAST SIDE OF WOOD RD., AND SIGNAL MODIFICATION).
- 4 ADD SECOND EB LEFT TURN LANE.



N.T.S.



Kimley-Horn  
and Associates, Inc.

INTERSECTION 21  
Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Wood Rd.)

Item No. A.19

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# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Date: 31-Mar-10

KHA Job #: 095300028

Prepared By: Kimley-Horn and Associates, Inc.

### FOR THE CONSTRUCTION OF:

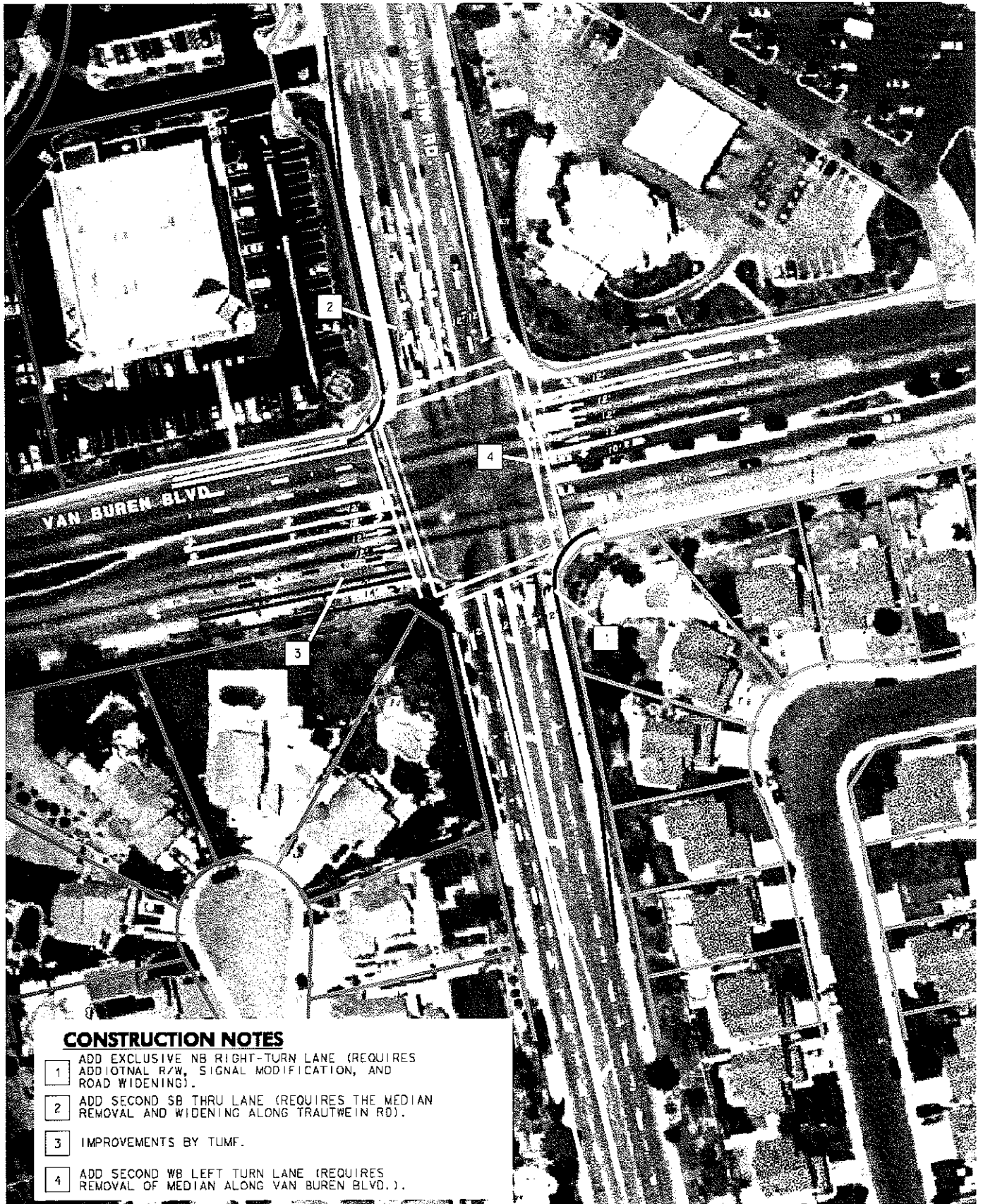
### MERIDIAN SPA NEAR TERM CUMULATIVE

#### INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 10,000.00	1	\$ 10,000.00
2	SIGNAL MODIFICATION	LS	\$ 100,000.00	1	\$ 100,000.00
3	CLEARING AND GRUBBING	SF	\$ 0.10	12000	\$ 1,200.00
4	REMOVE CONCRETE (SIDEWALK)	SF	\$ 2.80	6000	\$ 16,800.00
5	ASPHALT CONCRETE	TON	\$ 90.00	450	\$ 40,500.00
6	CEMENT TREATED BASE	CY	\$ 70.00	296	\$ 20,720.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	1000	\$ 15,000.00
8	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	6000	\$ 30,000.00
9	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	2	\$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	\$ 10,000.00	1	\$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	\$ 20,000.00	1	\$ 20,000.00
12	GRADING	CY	\$ 20.00	519	\$ 10,380.00
13	LANDSCAPING	LS	\$ 10,000.00	1	\$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 8,400.00
TC	TRAFFIC CONTROL @ 8%				\$ 22,400.00
MOB	MOBILIZATION @ 5%				\$ 14,000.00
ROW	RIGHT OF WAY	SF	\$ 15.00	12000	\$ 180,000.00
Subtotal Construction Cost					\$514,400
Contingency					\$128,600
Design, Administration and Construction Management					\$123,456
<b>TOTAL</b>					<b>\$766,000</b>

#### Notes/Assumptions

- Widening: widening of two legs of the intersection is anticipated to be required
- Signal Mod: replace/relocate traffic signal equipment on the east side of the intersection
- Signing/Striping: minor modifications to signing and marking for north, south, and west legs
- Right-of-Way: obtain right-of-way for widening, ROW costs are an estimate and may be higher



**CONSTRUCTION NOTES**

- 1 ADD EXCLUSIVE NB RIGHT-TURN LANE (REQUIRES ADDITIONAL R/W, SIGNAL MODIFICATION, AND ROAD WIDENING).
- 2 ADD SECOND SB THRU LANE (REQUIRES THE MEDIAN REMOVAL AND WIDENING ALONG TRAUTWEIN RD.).
- 3 IMPROVEMENTS BY TUMF.
- 4 ADD SECOND WB LEFT TURN LANE (REQUIRES REMOVAL OF MEDIAN ALONG VAN BUREN BLVD.).



N.T.S.



Kimley-Horn  
and Associates, Inc.

Item No. A.19

#14091148/rev 1-2009-2-B/Ver. 22-VanBuren, Trautwein-KI.dwg

INTERSECTION 22  
Proposed Improvements- NEAR TERM CUMULATIVE (Van Buren Blvd. & Trautwein Rd.)

# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Date: 31-Mar-10

KHA Job #: 095300028

Prepared By: Kimley-Horn and Associates, Inc.

FOR THE CONSTRUCTION OF :

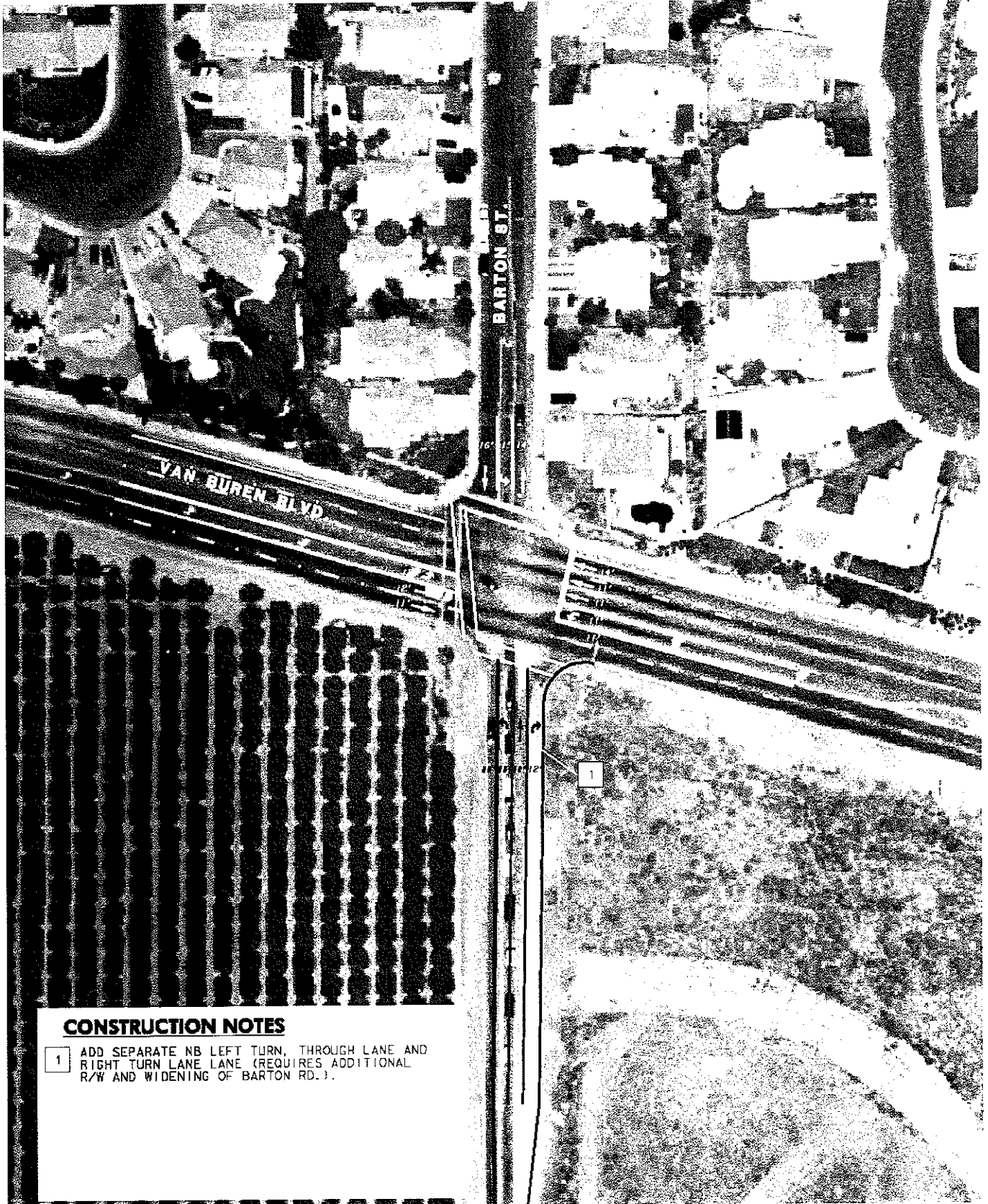
### MERIDIAN SPA YEAR NEAR TERM CUMULATIVE

#### INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 15,000.00	1	\$ 15,000.00
2	SIGNAL MODIFICATION	LS	\$ 150,000.00	1	\$ 150,000.00
3	CLEARING AND GRUBBING	SF	\$ 0.10	8400	\$ 840.00
4	REMOVE CONCRETE (SIDEWALK)	SF	\$ 2.80	4200	\$ 11,760.00
5	ASPHALT CONCRETE	TON	\$ 90.00	315	\$ 28,350.00
6	CEMENT TREATED BASE	CY	\$ 70.00	207	\$ 14,490.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	700	\$ 10,500.00
8	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	4200	\$ 21,000.00
9	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	3	\$ 7,500.00
10	MINOR UTILITY ADJUSTMENT	LS	\$ 50,000.00	1	\$ 50,000.00
11	DRAINAGE IMPROVEMENTS	LS	\$ 40,000.00	1	\$ 40,000.00
12	GRADING	CY	\$ 20.00	363	\$ 7,260.00
13	LANDSCAPING	LS	\$ 10,000.00	1	\$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 10,700.00
TC	TRAFFIC CONTROL @ 8%				\$ 28,500.00
MOB	MOBILIZATION @ 5%				\$ 17,800.00
ROW	RIGHT OF WAY	SF	\$ 15.00	2100	\$ 31,500.00
Subtotal Construction Cost					\$455,200
Contingency					\$113,800
Design, Administration and Construction Management					\$109,248
<b>TOTAL</b>					<b>\$678,000</b>

#### Notes/Assumptions

- Widening: widening of two legs of the intersection is anticipated to be required and removal of median on east side
- Signal Mod: replace/relocate traffic signal equipment on northwest and southeast corners of the intersection
- Signing/Striping: minor signing and striping assumed for three legs of the intersection
- Right-of-Way: additional right-of-way assumed to be required for northwest and southeast corner improvements, ROW costs are an estimate and may be higher



**CONSTRUCTION NOTES**

- 1 ADD SEPARATE NB LEFT TURN, THROUGH LANE AND RIGHT TURN LANE LANE (REQUIRES ADDITIONAL R/W AND WIDENING OF BARTON RD.).



N.T.S.



# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Date: 16-Mar-10

KHA Job #: 095300028

Prepared By: Kintley-Horn and Associates, Inc.

FOR THE CONSTRUCTION OF :

### MERIDIAN SPA DIRECT IMPACT

#### INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 7,500.00	1	\$ 7,500.00
2	SIGNAL MODIFICATION	LS	\$ 70,000.00	1	\$ 70,000.00
3	CLEARING AND GRUBBING	SF	\$ 0.10	9000	\$ 900.00
4	ASPHALT CONCRETE	TON	\$ 90.00	338	\$ 30,420.00
5	CEMENT TREATED BASE	CY	\$ 70.00	222	\$ 15,540.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	500	\$ 7,500.00
7	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	3000	\$ 15,000.00
8	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	1	\$ 2,500.00
9	MINOR UTILITY ADJUSTMENT	LS	\$ 10,000.00	1	\$ 10,000.00
10	DRAINAGE IMPROVEMENTS	LS	\$ 20,000.00	1	\$ 20,000.00
11	GRADING	CY	\$ 20.00	389	\$ 7,780.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 5,600.00
TC	TRAFFIC CONTROL @ 8%				\$ 15,000.00
MOB	MOBILIZATION @ 5%				\$ 9,400.00
ROW	RIGHT OF WAY	SF	\$ 15.00	3000	\$ 45,000.00
Subtotal Construction Cost					\$262,140
Contingency					\$55,335
Design, Administration and Construction Management					\$62,914
<b>TOTAL</b>					<b>\$391,000</b>

#### Notes/Assumptions

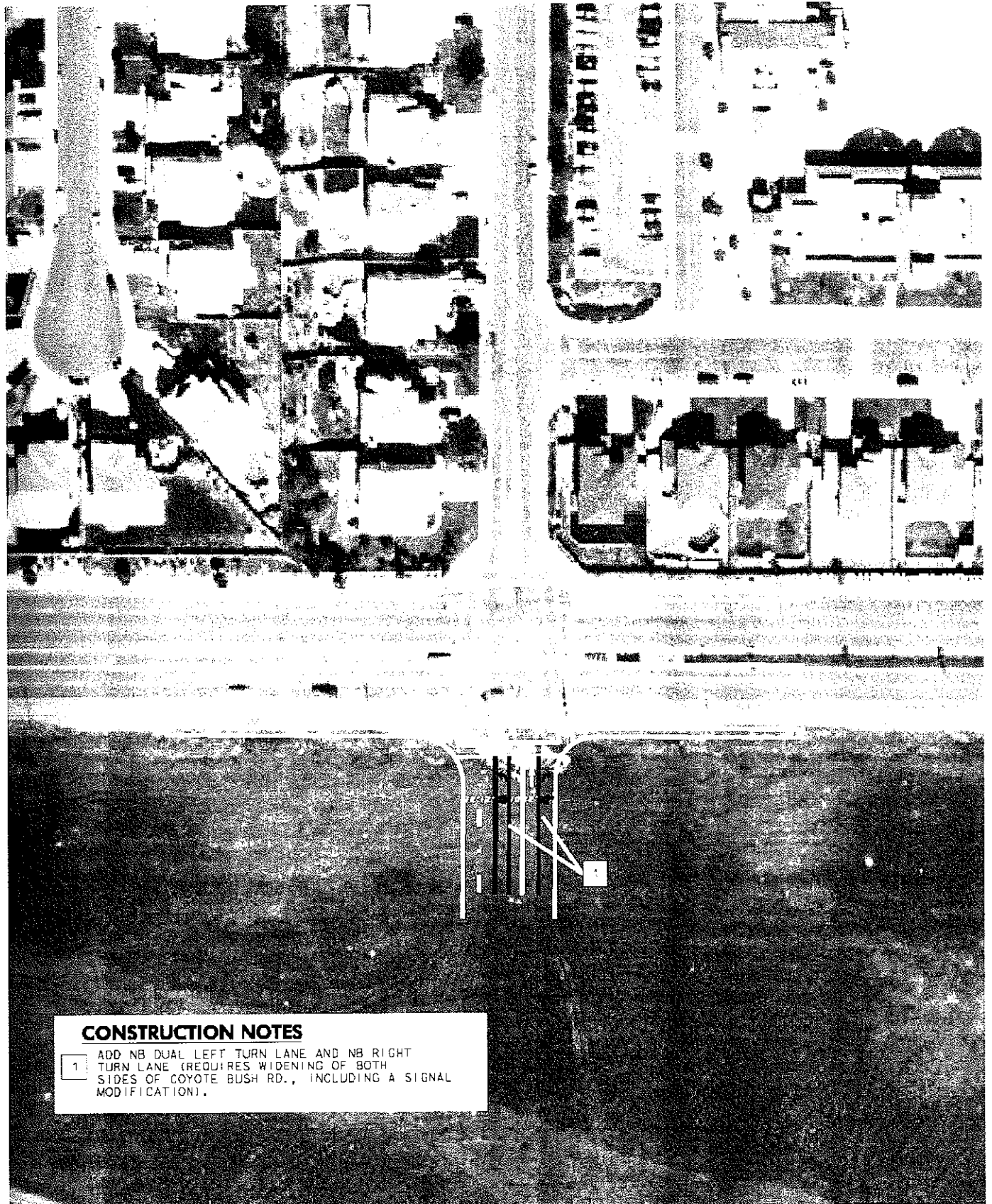
Widening: widening is required at the southeast corner of the intersection

Signal Mod: relocate traffic signal equipment on southeast corner of the intersection; modify traffic signal heads on northeast corner

Signing/Striping: minor signing and striping improvements on north and south legs of the intersection

Right-of-Way: acquire right-of-way for widening of south leg, ROW costs as an estimate and may be higher

Other: major utility relocation assumed to be by others



**CONSTRUCTION NOTES**

- 1. ADD NB DUAL LEFT TURN LANE AND NB RIGHT TURN LANE (REQUIRES WIDENING OF BOTH SIDES OF COYOTE BUSH RD., INCLUDING A SIGNAL MODIFICATION).



N.T.S.



Kimley-Horn  
& Associates, Inc.

Proposed Improvements - NEAR TERM CUMULATIVE (Van Buren Blvd. & Coyote Bush Road)

INTERSECTION 24

Item No. A.19

# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 Date: 22-Dec-09

### FOR THE CONSTRUCTION OF :

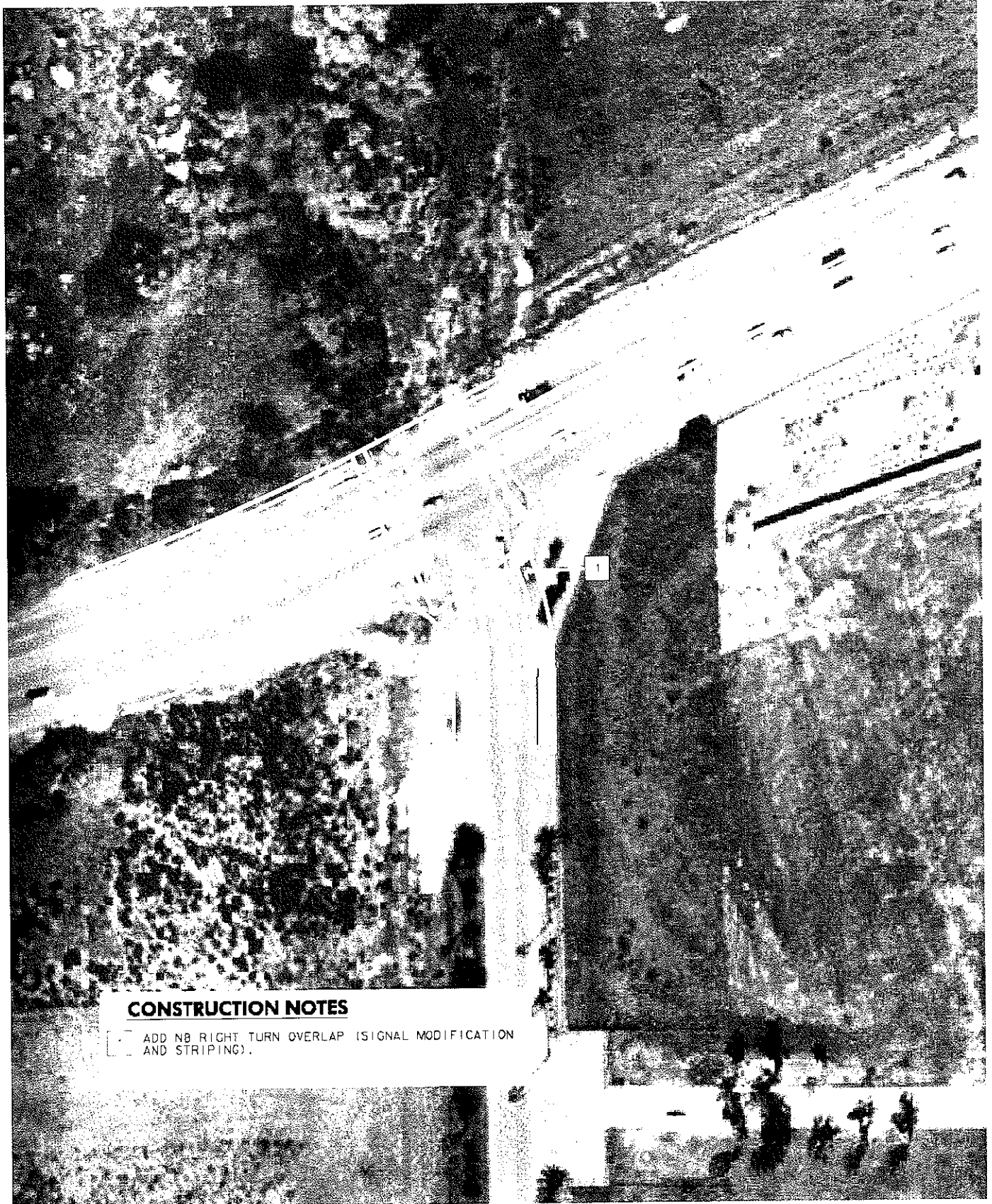
### MERIDIAN SPA NEAR TERM CUMULATIVE

#### INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 10,000.00	1	\$ 10,000.00
2	SIGNAL MODIFICATION	LS	\$ 100,000.00	1	\$ 100,000.00
3	CLEARING AND GRUBBING	SF	\$ 0.10	4400	\$ 440.00
4	ASPHALT CONCRETE	TON	\$ 90.00	165	\$ 14,850.00
5	CEMENT TREATED BASE	CY	\$ 70.00	109	\$ 7,630.00
6	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	500	\$ 7,500.00
7	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	3000	\$ 15,000.00
8	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	2	\$ 5,000.00
9	MINOR UTILITY ADJUSTMENT	LS	\$ 5,000.00	1	\$ 5,000.00
10	DRAINAGE IMPROVEMENTS	LS	\$ 20,000.00	1	\$ 20,000.00
11	GRADING	CY	\$ 20.00	190	\$ 3,800.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 5,700.00
TC	TRAFFIC CONTROL @ 8%				\$ 15,100.00
MOB	MOBILIZATION @ 5%				\$ 9,500.00
Subtotal Construction Cost					\$219,520
Contingency					\$54,980
Design, Administration and Construction Management					\$52,885
<b>TOTAL</b>					<b>\$327,000</b>

#### Notes/Assumptions

- Widening: assumes symmetrical widening of the south leg for construction of the additional northbound lanes
- Signal Mod: relocate/replace traffic signal equipment on southwest and southeast corners of the intersection, modify signal heads on northeast corner
- Signing/Striping: replace striping and signing on south leg of the intersection
- Right-of-Way: not anticipated to be required, right-of-way assumed to be dedicated upon construction of south leg of the intersection



**CONSTRUCTION NOTES**

- ADD NB RIGHT TURN OVERLAP (SIGNAL MODIFICATION AND STRIPING).



N.T.S.

# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc.      KHA Job #: 095300028      Date: 22-Dec-09

FOR THE CONSTRUCTION OF :

### MERIDIAN SPA NEAR TERM CUMULATIVE

#### INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 5,000.00	1	\$ 5,000.00
2	SIGNAL MODIFICATION	LS	\$ 10,000.00	1	\$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				\$ 1,200.00
MOB	MOBILIZATION @ 5%				\$ 2,000.00
Subtotal Construction Cost					\$19,200
Contingency					\$4,800
Design, Administration and Construction Management					\$4,608
<b>TOTAL</b>					<b>\$29,000</b>

**Notes/Assumptions**

- Widening: none required
- Signal Mod: only anticipate modifications to the northbound traffic signal heads
- Signaling/Striping: minor signing and striping modifications for northbound approach
- Right-of-Way: none required



# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc.      KHA Job #: 095300028      Date: 22-Dec-09

FOR THE CONSTRUCTION OF:

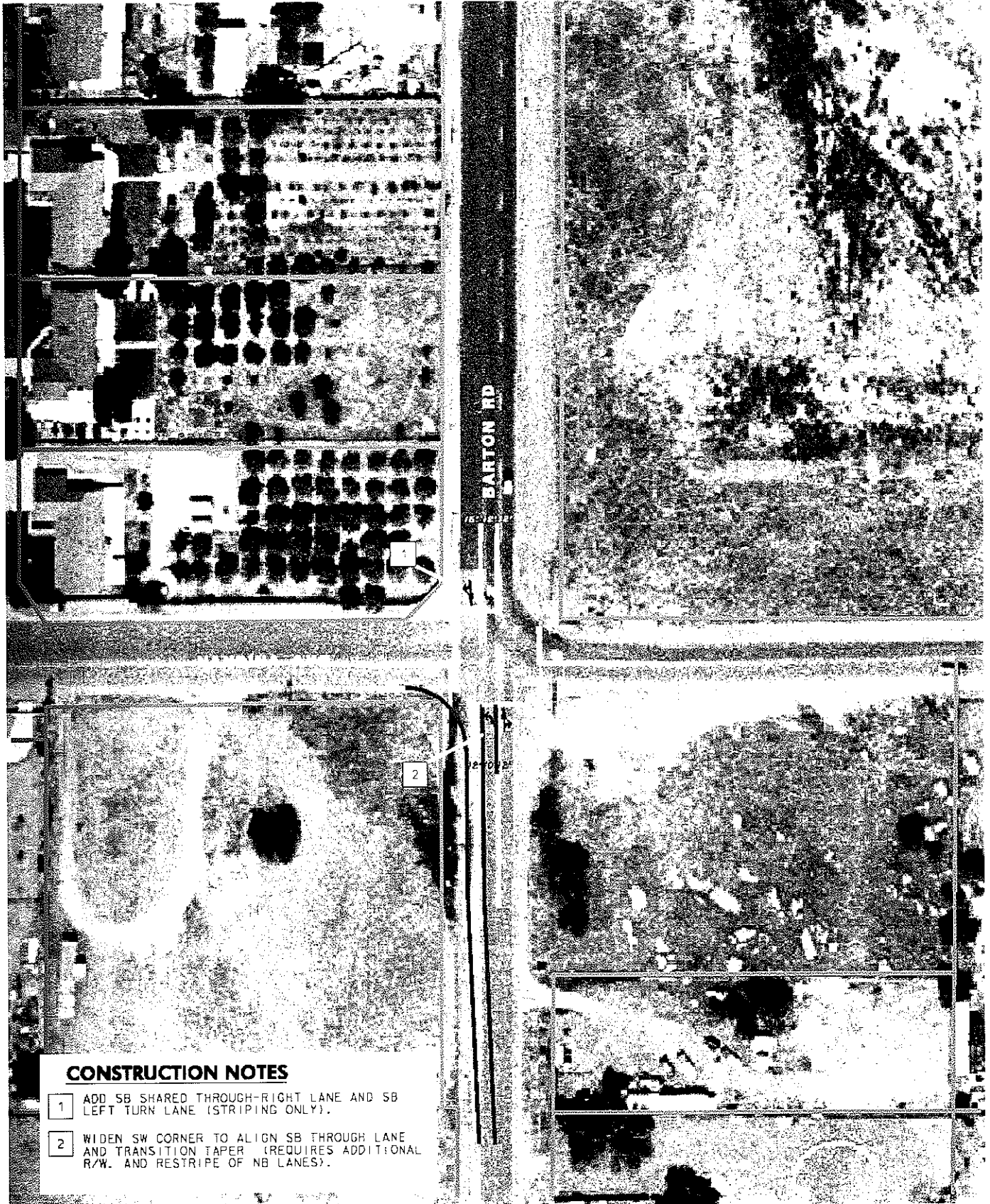
### MERIDIAN SPA LONG TERM CUMULATIVE

#### INT #28 VAN BUREN BOULEVARD AND OPPORTUNITY WAY - LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 5,000.00	1	\$ 5,000.00
2	SIGNAL MODIFICATION	LS	\$ 15,000.00	1	\$ 15,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 1,000.00
TC	TRAFFIC CONTROL @ 8%				\$ 1,600.00
MOB	MOBILIZATION @ 5%				\$ 2,000.00
Subtotal Construction Cost					\$24,600
Contingency					\$6,150
Design, Administration and Construction Management					\$5,904
<b>TOTAL</b>					<b>\$37,000</b>

**Notes/Assumptions**

- Widening: none required
- Signal Mod: modification to add loops and modify signal heads for the eastbound direction
- Signing/Striping: modification to the eastbound signing and striping to add a dual left-turn lane
- Right-of-Way: none required



**CONSTRUCTION NOTES**

- 1 ADD SB SHARED THROUGH-RIGHT LANE AND SB LEFT TURN LANE (STRIPING ONLY).
- 2 WIDEN SW CORNER TO ALIGN SB THROUGH LANE AND TRANSITION TAPER (REQUIRES ADDITIONAL R/W. AND RESTRIPE OF NB LANES).



N.T.S.



Kimley-Horn  
and Associates, Inc.

Item No. A.19

2/16/2011 11:00 AM 2009-12-18 31-30ndina.Barton-19.dwg

INTERSECTION 36  
Proposed Improvements- NEAR TERM CUMULATIVE (Nandina Ave & Barton St)



# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc. KHA Job #: 095300028 Date: 22-Dec-09

### FOR THE CONSTRUCTION OF:

### MERIDIAN SPA NEAR TERM CUMULATIVE

#### INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 10,000.00	1	\$ 10,000.00
2	CLEARING AND GRUBBING	SF	\$ 0.10	3600	\$ 360.00
3	ASPHALT CONCRETE	TON	\$ 90.00	135	\$ 12,150.00
4	CEMENT TREATED BASE	CY	\$ 70.00	89	\$ 6,230.00
5	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	400	\$ 6,000.00
6	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	2400	\$ 12,000.00
7	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	1	\$ 2,500.00
8	MINOR UTILITY ADJUSTMENT	LS	\$ 5,000.00	1	\$ 5,000.00
9	DRAINAGE IMPROVEMENTS	LS	\$ 5,000.00	1	\$ 5,000.00
10	GRADING	CY	\$ 20.00	156	\$ 3,120.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 1,900.00
TC	TRAFFIC CONTROL @ 8%				\$ 5,000.00
MOB	MOBILIZATION @ 5%				\$ 3,100.00
ROW	RIGHT OF WAY	SF	\$ 15.00	113	\$ 1,695.00
Subtotal Construction Cost					\$74,055
Contingency					\$18,514
Design, Administration and Construction Management					\$17,773
<b>TOTAL</b>					<b>\$110,000</b>

#### Notes/Assumptions

Widening: widen southwest corner to align southbound through movement

Signal Mod: none required

Signing/Striping: minor signing and marking improvements for both north and south legs of the intersection

Right-of-Way: obtain right-of-way on southwest corner for widening, ROW costs are an estimate and may be higher



**CONSTRUCTION NOTES**

- 1 ADD SECOND SB LEFT TURN LANE (REQUIRES ADDITIONAL R/W, ROAD WIDENING, AND SIGNAL MODIFICATION).
- 2 WIDEN SOUTH LEG DUE TO NORTH LEG WIDENING (REQUIRES ADDITIONAL R/W AND ROAD WIDENING).



N.T.S.

# LNR Property Corporation

## OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Engineering

Prepared By: Kimley-Horn and Associates, Inc.      KHA Job #: 095300028      Date: 22-Dec-09

FOR THE CONSTRUCTION OF:

### MERIDIAN SPA LONG TERM CUMULATIVE

#### INT #37 COTTONWOOD AVENUE & DAY STREET-LONG TERM CUMULATIVE

ITEM No.	ITEM DESCRIPTION	Unit	Unit Price	Quantity	Cost
1	SIGNING AND STRIPING	LS	\$ 10,000.00	1	\$ 10,000.00
2	SIGNAL MODIFICATION	LS	\$ 100,000.00	1	\$ 100,000.00
3	CLEARING AND GRUBBING	SF	\$ 0.10	6000	\$ 600.00
4	REMOVE CONCRETE (SIDEWALK)	SF	\$ 2.80	1750	\$ 4,900.00
5	ASPHALT CONCRETE	TON	\$ 90.00	225	\$ 20,250.00
6	CEMENT TREATED BASE	CY	\$ 70.00	148	\$ 10,360.00
7	MINOR CONCRETE, CURB AND GUTTER	LF	\$ 15.00	700	\$ 10,500.00
8	MINOR CONCRETE, SIDEWALK	SF	\$ 5.00	2100	\$ 10,500.00
9	MINOR CONCRETE, CURB RAMP	EA	\$ 2,500.00	2	\$ 5,000.00
10	MINOR UTILITY ADJUSTMENT	LS	\$ 10,000.00	1	\$ 10,000.00
11	DRAINAGE IMPROVEMENTS	LS	\$ 30,000.00	1	\$ 30,000.00
12	GRADING	CY	\$ 20.00	259	\$ 5,180.00
13	LANDSCAPING	LS	\$ 10,000.00	1	\$ 10,000.00
SWPPP	STORMWATER MANAGEMENT @ 3%				\$ 6,500.00
TC	TRAFFIC CONTROL @ 8%				\$ 17,400.00
MOB	MOBILIZATION @ 5%				\$ 10,900.00
ROW	RIGHT OF WAY	SF	\$ 15.00	5500	\$ 82,500.00
Subtotal Construction Cost					\$344,590
Contingency					\$86,748
Design, Administration and Construction Management					\$82,702
<b>TOTAL</b>					<b>\$513,000</b>

**Notes/Assumptions**

- Widening: assumes all widening to the western side of Day Street
- Signal Mod: relocate/replace traffic signal equipment on northwest and southwest corners of the intersection
- Signing/Striping: replace signing and marking on both the north and south legs of the intersection
- Right-of-Way: acquire right-of-way along the western side of Day Street for the proposed widening. ROW costs are an estimate and may be higher

**EXHIBIT "B"**

Meridian Specific Plan Land Use Fair Share Fee Schedule

**[attached behind this page]**

Exhibit "B"

Land Use	Acres	External/ADT	Land Use Fair Share	LU Fair Share Per Acre
Business Park	22.97	3458	\$ 12,236.90	\$ 532.73
Commercial	22.24	13471	\$ 47,662.24	\$ 2,143.09
Industrial	158.5	9867	\$ 34,910.70	\$ 220.26
Mixed Use	16.77	11787	\$ 41,705.75	\$ 2,486.93
Office	21.54	6791	\$ 24,028.30	\$ 1,115.52
Public Facility	4.63	46	\$ 163.11	\$ 35.23
Park/Recreation/Open Space	11.1	0	\$ -	
		45420	\$ 160,707	

**Exhibit "C"**

Fair Share Fee Allocation Table

**[attached behind this page]**

Intersection	Fair Share	City of Riverside Share	City of Moreno Valley Share	Riverside County Share
INT #3 ALESSANDRO BOULEVARD & MISSION GROVE PARKWAY - LONG TERM CUMULATIVE	\$ 284	\$ 284	\$ -	\$ -
INT #6 ALESSANDRO BOULEVARD & MERIDIAN PARKWAY - LONG TERM CUMULATIVE	\$ 2,607	\$ 2,607	\$ -	\$ -
INT #7 ALESSANDRO BOULEVARD & I-215 SB RAMPS - LONG TERM CUMULATIVE	\$ 10,248	\$ 10,248	\$ -	\$ -
INT #8 ALESSANDRO BOULEVARD & I-215 NB - NEAR TERM CUMULATIVE	\$ 7,363	\$ 7,363	\$ -	\$ -
INT #8 ALESSANDRO BOULEVARD & I-215 NB - LONG TERM CUMULATIVE	\$ 5,516	\$ 5,516	\$ -	\$ -
INT #9 ALESSANDRO BOULEVARD & OLD 215 - LONG TERM CUMULATIVE	\$ 1,404	\$ -	\$ 1,404	\$ -
INT #12 MERIDIAN PARKWAY & CACTUS AVENUE- NEAR TERM CUMULATIVE	\$ 37,000	\$ -	\$ -	\$ -
INT #15 CACTUS AVENUE & ELSWORTH STREET - NEAR TERM CUMULATIVE	\$ 24,587	\$ -	\$ 24,587	\$ -
INT #15 CACTUS AVENUE & ELSWORTH STREET - LONG TERM CUMULATIVE	\$ 6,744	\$ -	\$ 6,744	\$ -
INT #21 VAN BUREN BOULEVARD & WOOD ROAD - NEAR TERM CUMULATIVE	\$ 69,476	\$ 69,476	\$ -	\$ -
INT #22 VAN BUREN BOULEVARD & TRAUTWEIN ROAD - NEAR TERM CUMULATIVE	\$ 24,476	\$ 24,476	\$ -	\$ -
INT #23 VAN BUREN BOULEVARD & BARTON ROAD - Direct Impact	\$ 391,000	\$ -	\$ -	\$ -
INT #24 VAN BUREN BOULEVARD & COYOTE BUSH ROAD - NEAR TERM CUMULATIVE	\$ 327,000	\$ -	\$ -	\$ -
INT #26 VAN BUREN BOULEVARD & VILLAGE WEST DRIVE - NEAR TERM CUMULATIVE	\$ 29,000	\$ -	\$ -	\$ -
INT #36 NANDINA AVENUE & BARTON STREET- NEAR TERM CUMULATIVE	\$ 4,103	\$ -	\$ -	\$ 4,103
INT #37 COTTONWOOD AVENUE & DAY STREET- LONG TERM CUMULATIVE	\$ 3,899	\$ -	\$ 3,899	\$ -
<b>TOTAL CONTRIBUTIONS (Fully Funded and Fair Share) <sup>1</sup></b>	<b>\$ 944,707</b>			
<b>FULLY FUNDED BY PROJECT SPONSOR</b>	<b>\$ 784,000</b>			
<b>FAIR SHARE ALLOCATION (by Agency)</b>	<b>\$ 160,707</b>	<b>\$ 119,970</b>	<b>\$ 36,634</b>	<b>\$ 4,103</b>
		<b>74.7%</b>	<b>22.8%</b>	<b>2.6%</b>

<sup>1</sup> Costs for Meridian/Cactus (\$37,000), Van Buren/Barton (\$391,000), Van Buren/Coyote Bush (\$327,000), and Van Buren/Village West (\$29,000) will be borne 100% by the Project sponsor.

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**MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** July 9, 2013 (Continued from June 25, 2013)

**TITLE:** AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROJECT NO. E-2 (HIDDEN SPRINGS) MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE LANDSCAPING AND IRRIGATION

---

### **RECOMMENDED ACTION**

Recommendations:

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for landscape maintenance services of the parkways, medians and paseos (open spaces).
2. Authorize the City Manager to execute the Agreement for Project No. E- 2/13-14 with Mariposa Landscapes, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscapes, Inc. in the not-to-exceed (NTE) amount of \$104,282.00 (\$85,482.00 for base and \$18,800.00 for additional work).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize associated purchase orders (P.O.s) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

## **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

## **BACKGROUND**

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. Property owners pay a parcel charge as part of their annual property tax bill, which funds the cost of providing the service. Revenue from the parcel charges collected may only be used for landscape maintenance services for the zone in which they were collected. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. The landscape maintenance scope of services is broken into either “base services” or “additional work services”:

“Base services” is the regular, routine landscape maintenance service and typically applies to medians and parkways. These services may include: mowing, edging and trimming of turf grass areas (if applicable), pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. For open space areas (e.g. Hidden Springs paseo area), base services may include: irrigation monitoring, annual weed abatement, and vegetation clearance. The vegetation clearing is to maintain a 24 inch width of clearance of open space from abutting residential parcels. Typically, the cost for this service is a set monthly cost.

“Additional work services” includes, but is not necessarily limited to: additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and if applicable, the addition of added square footage of landscaped areas. The cost for these services vary based upon needs determined throughout the term of the Agreement and is based on the unit prices for additional work as specified in the Agreement.

The frequency of the base services (i.e. standard service vs. reduced service) and level of additional work services depends upon the financial resources available within the budget of the specific zone. The CSD Board adopted service levels guidelines (most recently amended on April 26, 2011) for both Zones D and E defining the frequency of such services.

Landscape maintenance and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement. In accordance with the terms of the Agreement, annual extensions may be granted up to four times, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD and Contractor, and contingent upon available program funding.

### Zone E-2

In May 2011, the property owners within Zone E-2 did not support an increase in their parcel charge to support increasing costs to continue providing landscape maintenance at a standard service level. As a result, the base services were reduced for the landscape maintenance of the paseo area (maintenance of the parkways was retained at a standard service level) and additional work services were reduced (e.g. reduction in the number of replants) in order to balance the budget. The modified reduced service schedule became effective October 1, 2011. The current Agreement is no longer eligible for extensions and necessitated commencement of an RFP process.

### DISCUSSION

An RFP soliciting proposals to provide landscape maintenance services to the Hidden Springs area (Zone E-2) was issued at the end of March 2013. In addition to the current level of service being provided (standard service to the parkways and once a year service to the paseos), proposers were requested to provide responses for different frequency levels of service. This strategy provides the CSD flexibility in adjusting service levels based on available funding without incurring additional costs of issuing another RFP.

The RFP was advertised in *The Press-Enterprise* on April 2, 2013, and April 6, 2013 and posted to the City's website. Representatives from seven landscape maintenance companies attended the mandatory pre-submittal meeting on April 9, 2013, at which time the scope of the project, information being requested in the RFP, and the proposal submittal and selection process were reviewed.

On May 8, 2013, six companies submitted proposals to the office of the City Clerk. A review of the proposals was conducted by the City's Senior Landscape Services Inspector, an Associate Engineer and a Senior Parks Maintenance Technician, all of whom have

experience with landscape maintenance and contract management. The review rating scores from each reviewer were collectively totaled, which identified Mariposa Landscapes, Inc. as the top ranked proposer based upon their overall understanding of the project and services to be performed, staffing levels, and cost. The costs as confirmed are their best and final offer for these services. In addition, the costs provided by Mariposa will allow for an increase in the frequency of services levels for the paseos from the once a year service that the area was transitioned to in October 2011 to a six times per year service level, while still coming in below the 2013/14 budgeted amount for this service. Further, Mariposa has demonstrated its work quality with its satisfactory performance during the original term and granted first extension of the agreement covering landscape maintenance of the CSD Zone D reduced service parkways and medians. Therefore, staff recommends awarding the contract for landscape maintenance within the Hidden Springs area (Zone E-2) to Mariposa Landscapes, Inc.

*Authority for City Manager Approval of Future Extension Agreements for the Balance of Available Extensions to the Agreement*

Pursuant to City Council Resolution No. 2008-115, the City Council/CSD shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the Agreement as may be allowed per the terms of the Agreement.

Project No. E-2/13-14						
	FY 2012/13 <sup>1</sup> Proposed Original Agreement	FY 2013/14 Potential First Extension <sup>2</sup>	FY 2013/14 Potential Second Extension <sup>2</sup>	FY 2014/15 Potential Third Extension <sup>2</sup>	FY 2015/16 Potential Fourth Extension <sup>2</sup>	Cumulative Total
Base	\$ 85,482.00	\$ 85,482.00	\$ 85,482.00	\$ 85,482.00	\$ 85,482.00	\$ 427,410.00
Additional Work	\$ 18,800.00	\$ 18,800.00	\$ 18,800.00	\$ 18,800.00	\$ 18,800.00	\$ 94,000.00
Total	\$ 104,282.00	\$104,282.00	\$104,282.00	\$104,282.00	\$104,282.00	\$ 521,410.00

<sup>1</sup>Amount for the maintenance of the landscaped parkways and medians at the standard service level and landscaped maintenance of the paseo area at the every-other month, 6 times a year, service level.

<sup>2</sup>Dollar amounts are based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area (water quality basins) or emergency work.

Staff is requesting the CSD Board authorize the City Manager to approve the Agreement and any future extensions or amendments, as well as associated purchase orders (P.O.) for the Agreement and all future amendments/extensions available, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the CSD Board and

demonstration by the Contractor of having provided satisfactory performance of the services, and both the CSD and the Contractor mutually agreeing to extend the Agreement.

### **ALTERNATIVES**

1. Approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services of the parkways, medians and open areas of Zone E-2 (Hidden Springs); authorize the City Manager to execute said Agreement; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$104,282.00 (\$85,482.00 for base services and \$18,800.00 for additional work services); and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authorizing the associated P.O.s as may be required, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted maintenance of the parkways, medians, and open space landscaped areas in Zone E-2.*
  
2. Do not approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation with Mariposa Landscapes, Inc., in the form attached hereto; nor authorize the City Manager to execute said Agreement; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$ 104,282.00 (\$85,482.00 for base services and \$18,800.00 for additional work services); and do not authorize the City Manager to execute subsequent extensions or amendments to the Agreement nor authorize associated P.O.s as may be required, in accordance with the terms of the Agreement. *By selecting this alternative, there will be an interruption in the maintenance of the parkways, medians and open space areas associated with Zone E-2 (Hidden Springs). This will cause landscaping to be deficient in receiving any level of landscape maintenance services and result in additional costs to obtain another contractor to provide these services with no guarantee that a more qualified contractor can be found at a better cost.*

### **FISCAL IMPACT**

Administration and maintenance of Zone E-2 is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-2 may only be used for landscape maintenance services associated with the parkways, medians and open spaces in Zone E-2. **The costs for these maintenance services have been budgeted for in the coming fiscal year and are below approved amounts. These actions will not impact the City's General Fund.**

The following table represents the base service and additional work service costs of the Agreement for FY 2013/14.

Service Area	Contractor	GL Account	2013/14 Base Agreement Amount	Additional Work Agreement Amount	2013/14 Total Agreement Amount
Zone E-2	Mariposa Landscapes, Inc.	5013-30-79-25708-620910	\$ 85,482.00	\$ 18,800.00	\$ 104,282.00
Total			\$ 85,482.00	\$ 18,800.00	\$ 104,282.00

### **CITY COUNCIL GOALS**

#### COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AN CLEANLINESS

By accepting the proposal of Mariposa Landscapes, Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are being properly maintained.

### **SUMMARY**

The actions before the City Council are to approve the Agreement for Project No. E-2/13-14 (Hidden Springs) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation, authorize the City Manager to execute the Agreement for Project No. E-2/13-14 with Mariposa Landscapes, Inc., authorize the issuance of purchase orders for service in the NTE amount of \$104,282.00 (\$85,482.00 for base services and \$18,800.00 for additional work) and authorize the City Manager to execute subsequent extensions or amendments to the Agreement including authority to authorize the associated P.O.s in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

### **NOTIFICATION**

N/A

### **ATTACHMENTS**

- Attachment 1: Vicinity Map – Zone E-2
- Attachment 2: Proposal Recap Sheet
- Attachment 3: Copy of Agreement
- Attachment 4: Copy of Addendums 1 and 2

Prepared By:  
Sharon Sharp  
Senior Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Candace E. Cassel  
Special Districts Division Manager

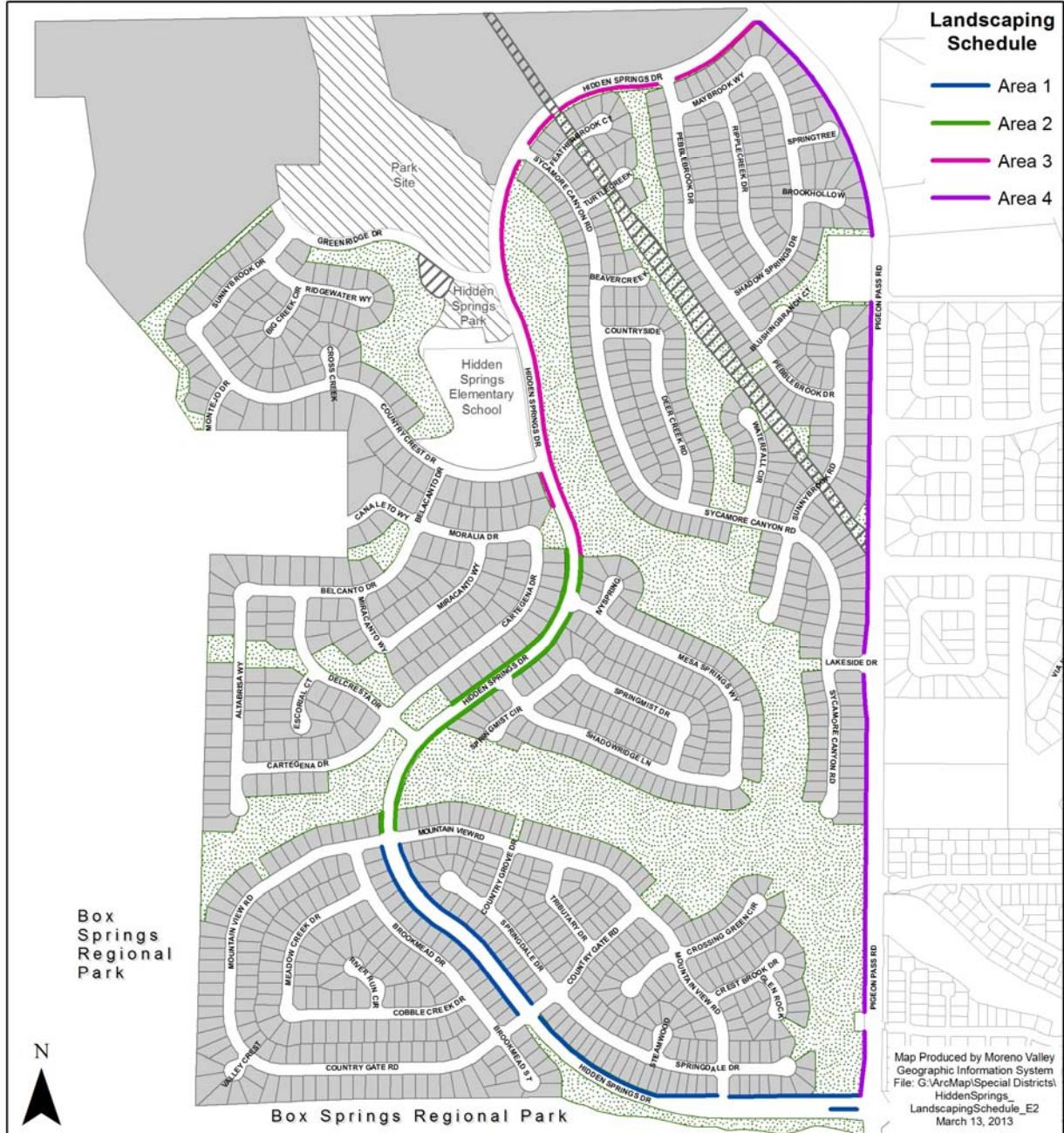


Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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## Moreno Valley Community Services District Extensive Landscape Maintenance (*Jardineria y mantenimiento general*)

### Zone (Zona) E-2 • Hidden Springs



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

- EMWD/SCE Easement
- Landscaped Open Space (*Area abierta Ajardinada*)
- Zone E-2 Properties (*Zona E-2 Propiedades*)



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RFP No. 12/13-10

Project No. E-2

## Hidden Springs (E-2) Maintenance of Parkway, Median and Open Space Landscaping and Irrigation

## Evaluation Recap Sheet

Vendor	Irrigation Markup	4 Week Parkways & Medians Service Total	Every-Other Month Paseo Service Total	Total Parkways & Paseos	Rating Panel (Total rating)	Ranking
Mariposa Landscapes, Inc.	15%	\$52,525.44	\$32,956.56	\$85,482.00	233	1
Tropical Plaza Nursery, Inc.	15%	\$62,712.00	\$68,200.00	\$130,912.00	229.5	2
Excel Landscape, Inc.	15%	\$48,387.00	\$47,648.04	\$96,035.04	226	3
Merchants Landsape Services, Inc.	15%	\$58,431.84	\$23,823.96	\$82,255.80	210.5	4
TruGreen Landcare	20%	\$52,843.78	\$62,339.52	\$115,183.30	207	5
Marina Landscape, Inc.	15%	\$17,136.00	\$64,123.20	\$81,259.20	184.5	6

Parkway Landscape Maintenance is at the Standard Service Level

Open Space (Paseo) is at a Modified Reduced Level (Every-Other Month)

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**INDEPENDENT CONTRACTOR AGREEMENT****RFP NO. 12/13-10  
PROJECT NO. E-2 /13-14  
HIDDEN SPRINGS (E-2)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION**

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District 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.

**1. CONTRACTOR INFORMATION:**

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Highway
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address	
(If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(626) 960-0196
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909)429-2546
Fax Number	(626) 960-8477
Email Address	
Social Security Number	
Business License Number	16607
Federal Tax ID Number	95-4245898
Contractor's License Number & Classification	592268 , Class C-27, A C61/D49

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and

additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

- B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider 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.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

### **3. STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the 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 District will not provide, nor be responsible to provide, any training to the 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 paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. 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 Contract, with



the exception that the District 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 Contract.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District'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 District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker’s Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager’s approval.  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Risk Manager)

Insurance requirements modified with Risk Manager’s approval and attached hereto as Exhibit “F” and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City’s Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, 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 of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.
- J. Termination.
1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.
  2. The District may terminate this Contract without fault on the part of the Contractor 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 services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". 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 Contract. Upon reasonable notice, such records must be made available to the District'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 Contract.
- L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

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 Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706  
[Mailing Address (Post Office Box, if applicable)]  
626-960-0196  
[Telephone number]  
626-960-8477  
[Fax number]  
jaimeg@mariposa-ca.com  
[Email address]

With a copy to: \_\_\_\_\_  
[Attorney for Contractor, if applicable]  
\_\_\_\_\_  
[Street Address]  
\_\_\_\_\_  
[Post Office Box, if applicable]  
\_\_\_\_\_  
[City, State, Zip]  
\_\_\_\_\_  
[Telephone number]  
\_\_\_\_\_  
[Fax number]  
\_\_\_\_\_  
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT  
Financial & Management Services Department  
Special Districts Division  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Sharon Sharp, Senior Management Analyst  
Telephone number: 951.413.3480  
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: City Attorney  
Telephone number: 951.413.3036  
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

Contractor

By: \_\_\_\_\_  
Title: City Manager, acting in the capacity of District Manager to the Moreno Valley Community Services District

By: \_\_\_\_\_  
Title: (President or Vice President)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Title: Corporate Secretary or Assistant Secretary  
*(If applicable)*

Date: \_\_\_\_\_

Affix Corporate Seal Below  
*(If applicable)*

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

**General Partners must sign on behalf of the partnership.**

**In the event 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 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

# SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

## DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

## CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)  
 Attorney-in-Fact  
 Other \_\_\_\_\_

## ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

**BOND NO.** \_\_\_\_\_

**PREMIUM \$** \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**RFP NO. 12/13-10  
PROJECT NO. E-2 /13-14  
HIDDEN SPRINGS (E-2)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to \_\_\_\_\_, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 /13-14**, 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 guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of \_\_\_\_\_ dollars, (\$\_\_\_\_\_), lawful money of the United States, to be paid to the said CSD 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 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 Agreement or to the work or the Provisions.

**(SIGNATURE PAGE FOLLOWS)**



**FAITHFUL PERFORMANCE BOND  
PROJECT NO. E-2 /13-14**

**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, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**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 may be affixed hereto.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

# SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

### DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)  
 Attorney-in-Fact  
 Other \_\_\_\_\_

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**LABOR AND MATERIALS BOND  
(100% of Total Contract Amount)**

**RFP NO. 12/13-10  
PROJECT NO. E-2 /13-14  
HIDDEN SPRINGS (E-2)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to \_\_\_\_\_, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 /13-14, 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 guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, 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 Moreno Valley Community Services District, 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 CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the 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, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

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)).

## **EXHIBIT A**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 /13-14**  
HIDDEN SPRINGS (E-2)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

### **1. GENERAL PROVISIONS - SCOPE OF WORK**

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

## 2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
  - 1. Fertilization;
  - 2. Turf Aeration;
  - 3. Application of pesticides by any method;
  - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

**3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES**

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.

- C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
  - 1. City Manager
  - 2. Chief Fin. Officer/City Treasurer
  - 3. Police Department
  - 4. Fire Department
  - 5. Special Districts Division Manager
  - 6. Street Maintenance Supervisor
  - 7. Senior Landscape Services Inspector
  - 8. Landscape Services Inspector
  - 9. Landscape Irrigation Technician



Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

#### **4. GENERAL PROVISIONS - CONTRACTOR'S STAFF**

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

## **5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES**

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

## **6. GENERAL PROVISIONS - COMPLAINTS**

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.
- C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

## **7. GENERAL PROVISIONS - SAFETY**

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

## **8. USE OF CHEMICALS**

- A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

- B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

## **9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING**

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

## **10. LICENSES AND PERMITS**

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

## **11. PREVAILING WAGE**

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

## **12. PAYROLL RECORDS**

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

## **13. BONDS**

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

## **14. SUBSTITUTION OF SECURITIES**

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, 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 District 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 agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

## **15. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

## **16. CONTRACTORS LICENSE**

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

## **17. TECHNICAL PROVISIONS**

### **A. TURF CARE (IF APPLICABLE)**

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions - Fertilization, Section 18.
13. Pest control: See Technical Provisions - Pesticide Use, Section 19.
14. Aeration:
  - (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;

- (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ( $\frac{1}{2}$ " ), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
  - (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
  - (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
  - (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.
15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.
16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

## **B. TREE CARE**

- 1. All trees are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
- 3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
- 4. Trees shall be pruned at any time in order to:
  - (a) Remove dead, diseased, or damaged branches;
  - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
  - (c) Correct any condition which the Director has deemed to be hazardous.



5. Portions of trees up to eighteen feet (18') in height shall:
  - (a) Be pruned to enable successful adaptation to their particular site situation;
  - (b) Have no more than one-third (1/3) of living branches removed annually;
  - (c) Be fertilized only as directed by District field staff.
6. Portions of trees over eighteen feet (18') in height shall:
  - (a) Be inspected annually;
  - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
  - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
  - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
  - (a) Be kept properly sharpened, and in proper working order;
  - (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
  - (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
  - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
  - (c) Use of pruning paint/pruning compound/wound dressing;
  - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Provisions – Pesticide Use, Section 19.
13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

#### **C. SHRUB CARE**

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:
  - (a) Remove dead, diseased, or damaged branches;
  - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
  - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned in a manner that will:
  - (a) Enable successful adaptation to their particular site situation;
  - (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
6. Pruning tools must:
  - (a) Be kept properly sharpened, and in proper working order;
  - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:
  - (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
  - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
  - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Provisions - Fertilization, Section 18.
9. Pest control: See Technical Provisions –Pesticide Use, Section 19.
10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

**D. GROUND COVER CARE**

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed  $\pm$  one foot (1').
3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:
  - (a) Remove dead, diseased, or damaged branches/crowns;
  - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
  - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
  - (a) To enable successful adaptation to their particular site situation;
  - (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:
  - (a) Be kept properly sharpened, and in proper working order;
  - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Provisions - Fertilization, Section 18.
8. Pest control: See Technical Provisions –Pesticide Use, Section 19.
9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

#### **E. WEED CONTROL**

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.
3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.
4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

## F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
  - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;
  - (b) Be turned off during periods of rainfall, or as directed by District field staff;
  - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
  - (a) Be operated only when Contractor's personnel are present on site;
  - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

- (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- 8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
- 9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**G. DEBRIS/LITTER**

- 1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.
- 2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- 3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
- 4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- 5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.
- 6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

#### **H. GREENWASTE RECYCLING**

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as “greenwaste” shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract’s Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract’s Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor’s Scope of Work.
5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

### **18. TECHNICAL PROVISIONS - FERTILIZER**

#### **A. TURF FERTILIZATION (IF APPLICABLE)**

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. f., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

**TABLE I**

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

\*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

\*\*22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.
6. Written notification is required to Director five (5) working days prior to fertilizer application.

**B. SHRUB & GROUND COVER FERTILIZATION**

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).
2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.



**TABLE II**

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

\* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.
5. Written notification is required to Director five (5) working days prior to fertilizer application.
6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

**C. TREE FERTILIZATION**

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
  - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
  - (b) No injecting or drilling into tree trunk will be allowed.
  - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
  - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

## **19. TECHNICAL PROVISIONS – PESTICIDE USE**

### **A. GENERAL**

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

**B. REPORTING SPECIFICATIONS**

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA**

1. Weed Control
  - (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.
  - (b) Appropriate chemical control must be used on the following weeds.
    - Bermuda Grass
    - Kikuyu Grass
    - Nutsedge
    - Field Bindweed
    - Spurge
  - (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

The aforementioned list is inclusive; other species may be added by the Director as necessary

2. Snail Control

- (a) Snails shall be controlled on a regular basis on the following plant species:
  - Agapanthus africanus
  - Aptenia sp.
  - Gazania sp.
  - Hemerocallis sp.
- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)**

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

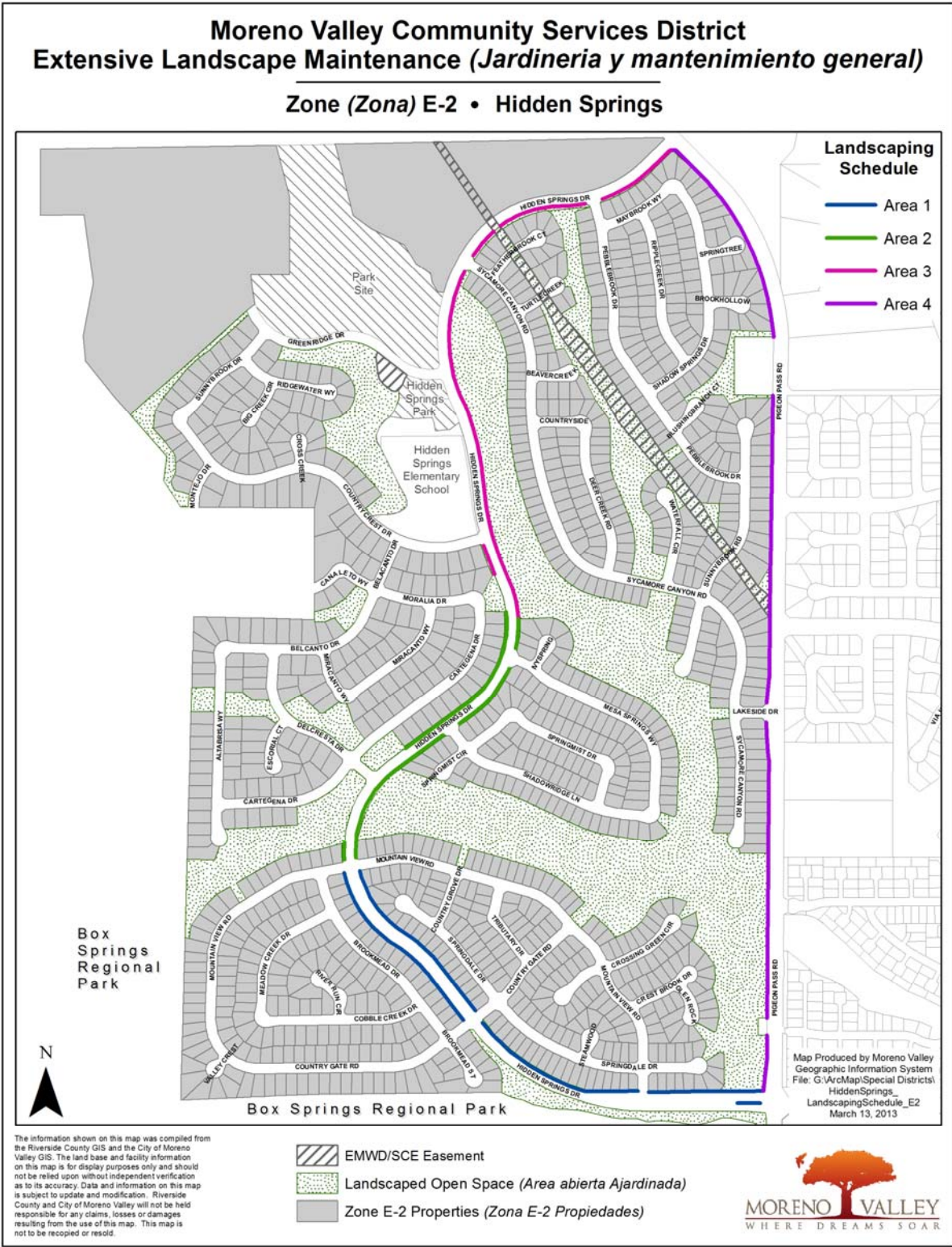
**20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS**

**E. GENERAL GUIDELINES**

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2).
  - (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.
  - (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.
  - (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.
  - (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.
  - (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

- (f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.
- (g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.
- (h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.
- (i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.
- (j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plants, as determined by Director.

21. PROJECT LOCATION MAPS





## **EXHIBIT B: District Responsibilities**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 /13-14**  
HIDDEN SPRINGS (E-2)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

### **1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

### **2. IRRIGATION SYSTEMS**

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

### **3. UTILITIES**

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

### **4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT**

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

## EXHIBIT C: Payment Terms

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 /13-14**  
HIDDEN SPRINGS (E-2)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

### 1. CONTRACTOR'S COMPENSATION

- A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public—Works~~ Department at [specialdistricts@moval.org](mailto:specialdistricts@moval.org). Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml).
- C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of seven thousand one hundred and twenty-three and 50/100 (\$7,123.50) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed eighty-five thousand four hundred eighty-two and 00/100 dollars and 00/100 (\$85,482.00), except as provided for in Section 2 below.
- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall\\_forms.shtml#bf](http://www.moval.org/city_hall_forms.shtml#bf).

- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
  2. Invoice Date
  3. Vendor Invoice Number
  4. City – provided Reference Number (Project No. and Title)
  5. 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 is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

## **2. ADDITIONAL WORK**

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage

to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of eighteen thousand eight hundred and 00/100 dollars (\$18,800.00) for each contract year during the term of this Contract.

### **3. PAYMENT DEDUCTIONS**

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

### **4. NON-PERFORMANCE PENALTIES**

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

## **5. EXCESSIVE UTILITY USAGE**

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

**EXHIBIT D: Term of Contract**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 /13-14**  
HIDDEN SPRINGS (E-2)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

**1. TERM OF CONTRACT**

- A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

**EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 /13-14**  
HIDDEN SPRINGS (E-2)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND E-16/13-14**  
HIDDEN SPRINGS (E-2) AND SHADOW MOUNTAIN (E-16)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

**ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES**

**I: SCHEDULE I – VENDOR INFORMATION**

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership \_\_\_\_\_
- Corporation X \_\_\_\_\_

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):

11093 Almond Ave, Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: \_\_\_\_\_

Lic. No. 592268, Class C-27, A, C61/D49

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 23 years

3. LICENSE EXPIRATION DATE: 4/30/14

4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: \_\_\_\_\_

N/A



H. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(s) OF COMPANY OFFICERS: \_\_\_\_\_

Terry Noriega, President \_\_\_\_\_  
Antonio Valenzuela, Secretary \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

**THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.**

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: \_\_\_\_\_  
\$15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: <u>11</u>	AVERAGE WAGE SCALE: <u>\$ 65.00</u> /Hr.*
TECHNICIANS: <u>55</u>	AVERAGE WAGE SCALE: <u>\$ 45.00</u> /Hr.*
FOREMEN: <u>77</u>	AVERAGE WAGE SCALE: <u>\$ 35.00</u> /Hr.*
LABORERS: <u>157</u>	AVERAGE WAGE SCALE: <u>\$ 30.00</u> /Hr.*

\*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: Dump Truck NUMBER: 4
- TYPE: Pick Up Truck NUMBER: 53
- TYPE: Stake NUMBER: 53
- TYPE: Sweeper NUMBER: 1

**B POWER EQUIPMENT**

- |                     |             |
|---------------------|-------------|
| • TYPE: Mowers      | NUMBER: 78  |
| • TYPE: Weed Eaters | NUMBER: 118 |
| • TYPE: Blowers     | NUMBER: 101 |
| • TYPE: Edgers      | NUMBER: 47  |

**II: REFERENCES**

Attach Responses to this question on additional sheets – One sheet per reference

- A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
- B. REFERENCE RESPONSES MUST INCLUDE:
1. NAME AND ADDRESS OF AGENCY;
  2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
  3. CONTRACT NAME(S) / NUMBER(S);
  4. ANNUAL CONTRACT AMOUNT(S);
  5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
  6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
  6. LENGTH OF CONTRACT(S).
- C. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
1. How many (number) of contracts and years under contract?
  2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
  3. What are/were the Contract amount(s)?
  4. Do/did they have adequate (quantity/quality) staffing?
  5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
  6. Does staff have the ability to comprehend/speak English?
  7. How are/were the appearance, uniforms, and use of safety equipment?
  8. Do/did they have availability of additional personnel for extra work/special projects?
  9. Is/was the equipment used in good working order?
  10. Do/did they have an effective in-company communications system?
  11. How is/was the knowledge of project/contract standards?
  12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

# M A R I P O S A L A N D S C A P E S I N C

## II: REFERENCES

Name:	Exposition Park
Address:	700 State Drive Los Angeles, CA 90037
Contact:	Seana Campos, Manager
Phone:	213-744-7454
Contract Amount:	\$547,246.00 year
Acreage:	40 Acres
Locations:	Provides grounds and landscape service for Exposition Park
Length of Contract:	2008-Current



15529 ARROW HIGHWAY, IRWINDALE, CA 91706  
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268  
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477



Name: Rancho Cucamonga  
Address: 9153 9th Street  
Rancho Cucamonga, CA 91730  
Contact: Steve Relph, Supervisor  
Phone: 909-477-2730 x4116  
Fax: 909-477-2732  
Contract Amount: \$1,164,213.00 year  
Acreage: 124 Acres  
Locations: Various Locations – all medians in the city  
Length of Contract: 1989-Current



Name: City of Placentia  
Address: 401 E. Chapman Ave.  
Placentia, CA 92870  
Contact: Joe Najera, Supervisor  
Phone: 714-238-2422  
Contract Amount: \$769,975.00 year  
Acreage: 100 Acres  
Locations: Various locations throughout the city  
Length of Contract: 1993-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

### III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.  
11093 Almond Ave  
Fontana, CA 92337

Mariposa Landscapes, Inc.  
15529 Arrow Highway  
Irwindale, CA 91706

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

**1. Equipment:**

Weedeater (S)  
Backpack blowers (S)  
Various hand tools (S)

**2. Motor Vehicles:**

3/4 ton full size pick up (S)  
3/4 ton full size ext. cab pickup (S)  
3/4 ton full size irrigation truck (S)  
utility trailer (S)

**3. Turf Maintenance Power Equipment/Tools:**

N/A

**4. Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**  
(List both powered and hand equipment/tools)

Hedgetrimmer  
Stick hedgetrimmer  
Pole Saw  
Hand Pruner  
lopers  
Rakes  
Brushes

**5. Irrigation System Maintenance Equipment:**  
(List both powered and hand equipment/tools)

Shovels (various)  
picks  
pipe cutter  
pipe wrenches (various)  
screw drivers (various)  
volt meter  
wire tracer  
hand held remote  
pliers

**6. Fertilizer Application Equipment:**  
(List both powered and hand equipment/tools)

walk behind broadcast spreader  
hand held broadcast spreader

**7. Pesticide Application Equipment:**  
(List both powered and hand equipment/tools)

backpack sprayer  
100 gallon spray tank (if necessary)

- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Luis Valenzuela-Maintenance Division Manager, CLT, QAC, Arborist (also refer to attached resume)

Jaime Garcia-Maintenance Supervisor-QAC (also refer to attached resume)

Forman-to be assigned upon award of contract

Irrigator-to be assigned upon award of contract

Laborer 1-to be assigned upon award of contract

Laborer 2-to be assigned upon award of contract (subject to change or modify)

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Irrigator to be assigned upon award of contract

4. **Pesticide Application:**

(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Tasks to be performed by Assigned Routine Crew.



#### IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) for **Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2. Sample mapped work schedules have been provided for reference.

##### A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 area in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

##### B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

**E-2 MONTHLY SCHEDULE SHEET**

**PARKWAYS – SERVICE SCHEDULE LEVEL 1  
 OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4  
 PROPOSED PROJECT WORK SCHEDULES**

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
<b>WEEK #1</b> -Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/adjust -Reports	-Debris/litter (partial) -Shrub & GC care (partial) -Weed control (partial) -Irrigation inspect/adjust -Reports	NO WORK	NO WORK	NO WORK
<b>WEEK #2</b> Same as above	Same as above	Same as above	Same as above	Same as above
<b>WEEK #3</b> Same as above	Same as above	Same as above	Same as above	Same as above
<b>WEEK #4</b> Same as above	Same as above	Same as above	Same as above	Same as above

**E-2 ANNUAL SCHEDULE SHEET**

**PARKWAYS – SERVICE SCHEDULE LEVEL 1  
 OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4  
 PROPOSED PROJECT WORK SCHEDULES**

<p><b>JANUARY</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>	<p><b>FEBRUARY</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>	<p><b>MARCH</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Pre-emergent          Reports</p>
<p><b>APRIL</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Fertilize shrubs &amp; GC w/ 23-5-10          Reports</p>	<p><b>MAY</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>	<p><b>JUNE</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>
<p><b>JULY</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>	<p><b>AUGUST</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>	<p><b>SEPTEMBER</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Fertilize shrubs &amp; GC w/ 23-5-10          Pre-emergent          Reports</p>
<p><b>OCTOBER</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>	<p><b>NOVEMBER</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>	<p><b>DECEMBER</b>          Routine Maint.          Tree, Shrub &amp; GC Care (as necessary)          Weed Control (as necessary)          Reports</p>

**V: FREQUENCY OF SERVICE TABLES**

**A. PARKWAYS AND MEDIANS**

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care <sup>1</sup>			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization <sup>1</sup>	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent			
Ground covers, shrubs & trees - Pesticide usage criteria <sup>2</sup>	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

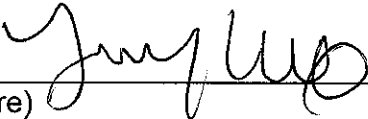
<sup>1</sup>As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community .  
 This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

<sup>2</sup> Specification of month to be approved by Director in advance of application.

**B. OPEN SPACE (PASEOS)**

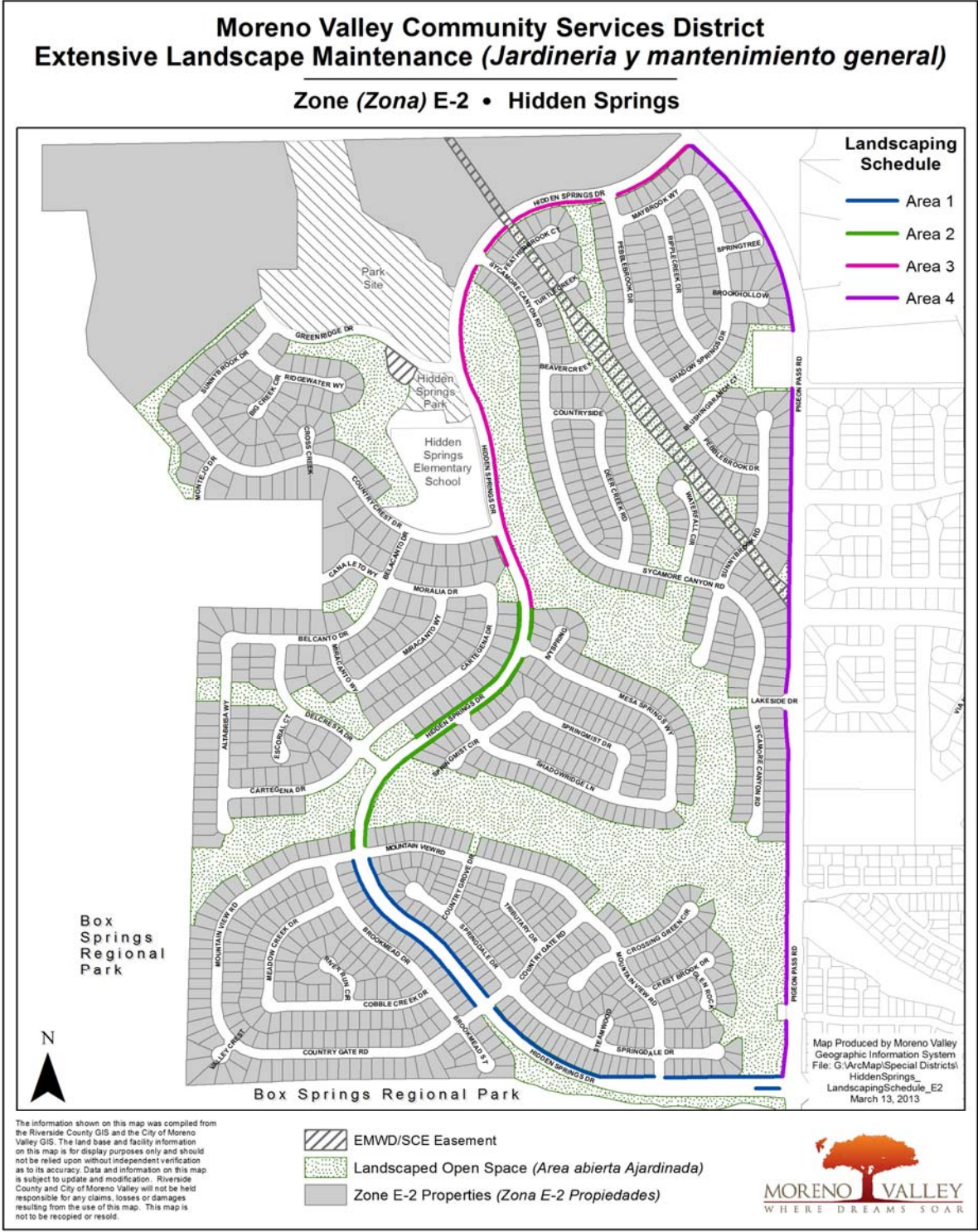
Service Schedule Levels	Service Type
<b>Level 1 - (Monthly)</b>	Monthly Maintenance includes: <ul style="list-style-type: none"> <li>▪ Weekly irrigation monitoring.</li> <li>▪ Monthly - Shrub trimming and clearing from trails and fences.</li> <li>▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One annual weed abatement.</li> </ul>
<b>Level 2 - (Every Other Month)</b>	Every Other Month Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Every Other Month - Shrub trimming and clearing from trails and fences.</li> <li>▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>
<b>Level 3 - (Quarterly)</b>	Quarterly Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Quarterly - Shrub trimming and clearing from trails and fences.</li> <li>▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>
<b>Level 4 - (Annually)</b>	Annual Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>

**FREQUENCY OF SERVICE TABLES (continued)**

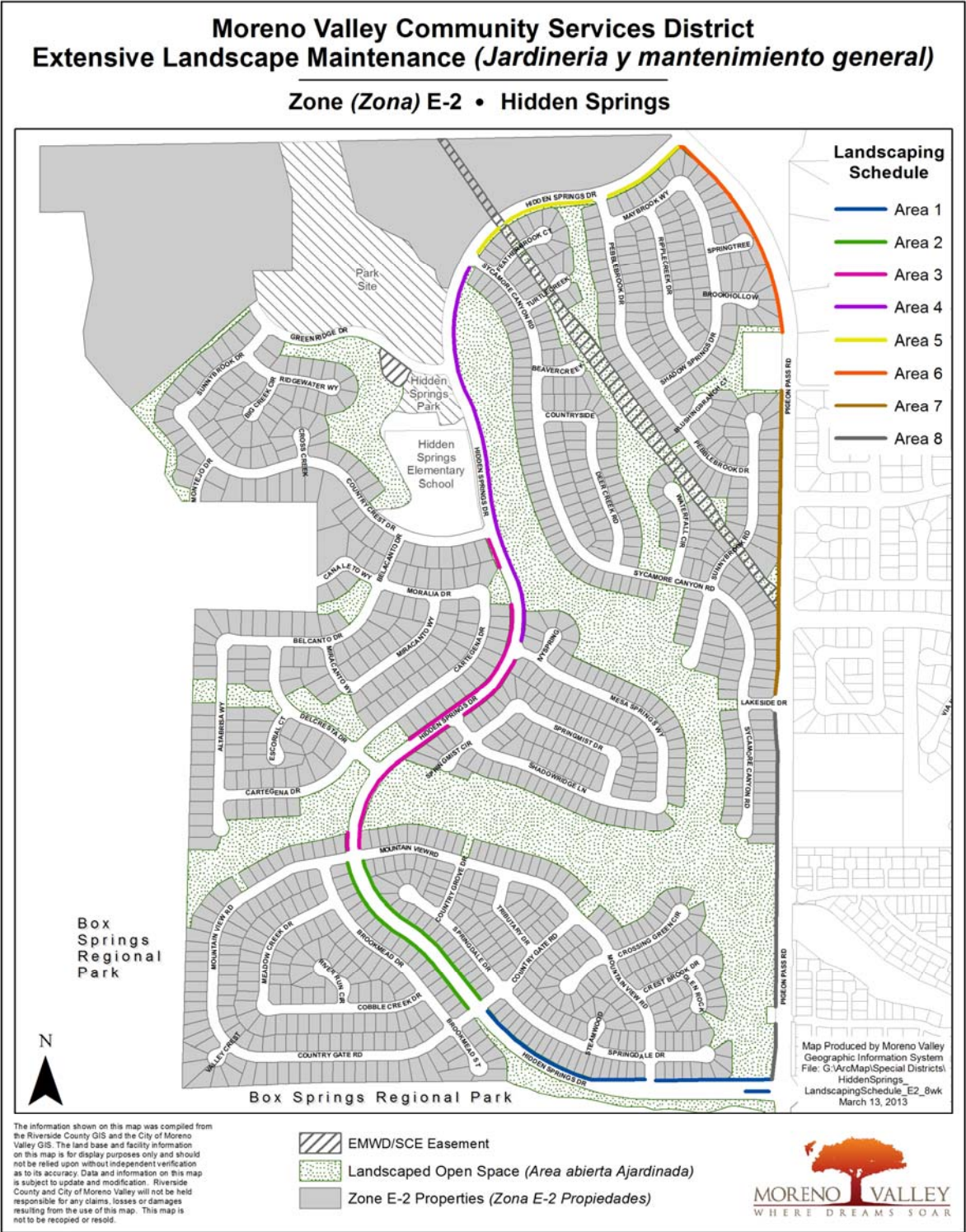
  
\_\_\_\_\_  
(Sign here)

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

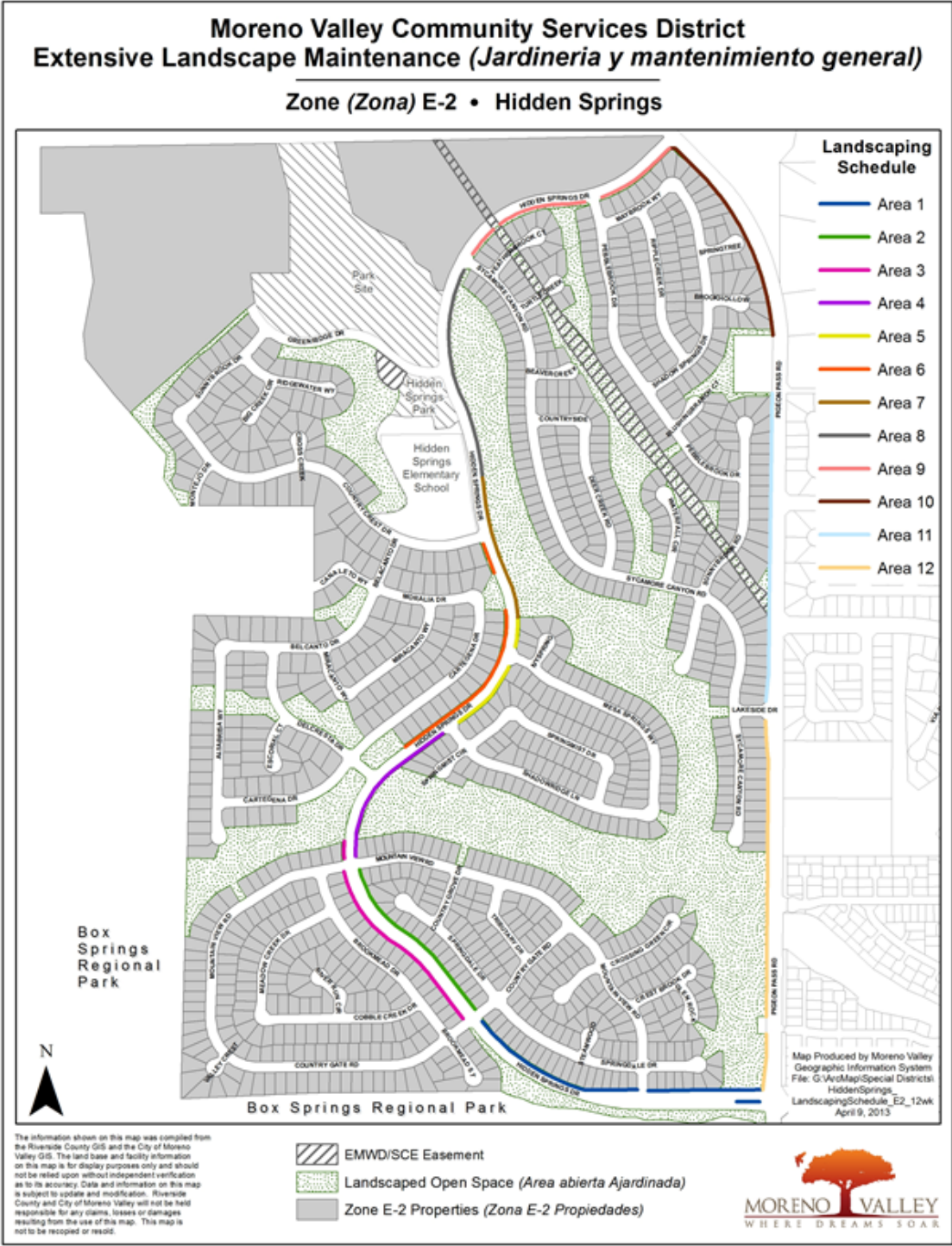
**SAMPLE SERVICE SCHEDULES**  
**A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)**



**B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)**



C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)





**VII. PROPOSED ANNUAL MATERIAL SCHEDULE**

**A. Fertilizers:**

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	2,000 lbs	\$2,048.00
Misc	1 lump sum	\$150.00

**B. Pesticides:**

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	7 gallons	\$274.00
Pre-emergent	4 gallons	\$308.00
Fumitoxin	6 flasks	\$336.00
Misc chemicals	1 lump sum	\$150.00

## VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

### A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two way radios, and cellular phones.

The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contract. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work. Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

### B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.

Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.

Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.

Mariposa owns and utilize arrow boards, delineators, cones, signs and any other necessary traffic control equipment (as necessary).

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide the City of Moreno Valley any documentation necessary to meet the mandate such as receipts and any other documentation.

For this project site, one potential location to take the greenwaste is:

Robert A. Nelson Transfer Station  
1830 Agua Mansa Road  
Riverside, CA 92509  
(951) 786-0655

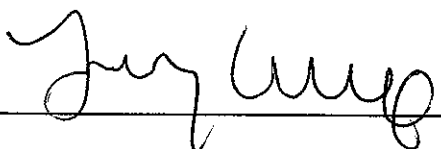


**X. CERTIFICATION OF NON-DISCRIMINATION**

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

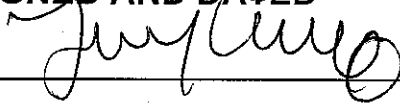
SIGNATURE   
PRINTED NAME Terry Noriega  
TITLE President  
COMPANY NAME Mariposa Landscapes, Inc.  
DATE May 8, 2013

**XI. PROPOSAL AFFIRMATION**

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Mariposa Landscapes, Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED**

SIGNATURE 

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE May 8, 2013

**I. SCHEDULE II**

BID SCHEDULE

PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

**A. SERVICE SCHEDULES:**

**1. E-2 (Hidden Springs) & E-16 (Shadow Mountain) Parkways & Medians - Current Service - Level 1**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter: 265,280 sq. ft.	0.0165 \$	4,377.12 \$	52,525.44 \$
E-16 LANDSCAPED PARKWAYS & MEDIANS	Planter: 118,002 sq. ft.	\$	\$	\$
<b>PARKWAYS &amp; MEDIANS TOTAL</b>		0.0165 \$	4,377.12 \$	52,525.44 \$

**2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service - Service - Level 2**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter: 3,308,892 sq. ft.	0.00083 \$	2,746.38 \$	32,956.56 \$
<b>OPEN SPACE (PASEOS) TOTAL</b>		\$	\$	\$
<b>E-2 &amp; E-16 Landscaped Parkways &amp; Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE</b>		0.00083 \$	2,746.38 \$	32,956.56 \$

The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) and ~~E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) – Service Schedule Level ~~4~~ as listed on the preceding page:

Figures: \$ 85,482 <sup>7h</sup> and 00 /100's Dollars

Words: Eighty Five Thousand Four Hundred Eighty two Dollars and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1,2 has/have been received and is/are made a part of this proposal.

Jay [Signature] President June 6, 2013  
(AUTHORIZED SIGNATURE AND TITLE) (DATE)



**B. OPTIONAL SERVICE LEVELS**

**1. E-2 (Hidden Springs) & E-16 (Shadow Mountain) Parkways & Medians**

• **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0115 \$	3,050.72 \$	36,608.64 \$
E-16 LANDSCAPED PARKWAYS & MEDIANS	Planter:118,002 sq. ft.	\$	\$	\$

• **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	0.0103 \$	2,732.38 \$	32,788.61 \$
E-16 LANDSCAPED PARKWAYS & MEDIANS	Planter:118,002 sq. ft.	\$	\$	\$

**2. E-2 (Hidden Springs) Open Space (Paseos)**

• **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00152 \$	5,029.52 \$	60,354.19 \$

PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

*Judy Hump*

President

(AUTHORIZED SIGNATURE AND TITLE)

June 6, 2013

(DATE)

**OPTIONAL SERVICE LEVELS (Continued)**

**E-2 (Hidden Springs) Open Space (Paseos)**

• **Service Schedule Level <sup>3</sup>/<sub>4</sub> - Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00061 \$	2,08.42 \$	24,221.09 \$

• **Service Schedule Level 3 - Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	0.00078 \$	2,580.94 \$	30,971.23 \$

PROPOSER: Mariposa Landscapes, Inc.

(Company Name)



President

June 6, 2013

(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

**C. ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**


Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

**UNIT PRICES (Includes all labor and materials)**

1. 1 gal. shrub/vine/ground cover in place	@	\$ <u>7.00</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$ <u>18.00</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$ <u>30.00</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$ <u>75.00</u>	ea
5. 24" box tree in place (stakes included)	@	\$ <u>250.00</u>	ea
6. 36" box tree in place (guy wires included)	@	\$ <u>750.00</u>	ea
7. Flat of ground cover in place	@	\$ <u>25.00</u>	ea
8. Fertilizer application	@	\$ <u>0.02 per sf</u>	ea
9. Planter bed mulch in place	@	\$ <u>40.00</u>	/cu. yd
10. Additional labor	@	\$ <u>30.00</u>	/man hour
11. Additional Irrigation Technician	@	\$ <u>45.00</u>	/man hour

PROPOSER: Mariposa landscapes, Inc.

(Company Name)

  
 (AUTHORIZED SIGNATURE AND TITLE)

President

May 8, 2013

(DATE)

**D. ROUTINE IRRIGATION REPAIR PRICES**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

1. Irrigation repair parts for routine repairs @ cost plus 15 %
2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.
  - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).  
\$ .02 /sq. ft./mo.
  - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).  
\$ .025 /sq. ft./mo.
3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.

\_\_\_\_\_  
(Company Name)

  
\_\_\_\_\_  
(AUTHORIZED SIGNATURE AND TITLE)

President

May 8, 2013

\_\_\_\_\_  
(DATE)

## II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

**TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):**

Eighty Five Thousand Four Hundred Eighty Two Dollars and Zero Cents.  
(Dollar Amount in Words)

\$ 85,482.00  
(Dollar Amount in Figures)

Date: June 6, 2013

Proposer: Mariposa Landscapes, Inc.  
(Company Name)

By: [Signature]  
(Signature)

Title: President

State License Number and Classification: Lic. No. 592268, Class : C-27, A, C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal)

PRESIDENT [Signature]

SECRETARY [Signature]

### III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10% of BID AMOUNT, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated May 8, 2013

Signature of Proposer \_\_\_\_\_

By \_\_\_\_\_

Address of Proposer \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Proposer ( ) \_\_\_\_\_

Names and Addresses of Members of the Company:

Terry Noriega, President

Antonio Valenzuela, Secretary

(If a Corporation)

Signature of Proposer 

By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

California

State License Number and Classification

Lic. No. 592268, Class: C-27, A, C61/D49

PRESIDENT

*Jay Willis*

SECRETARY

*Antoni Carr*

TREASURER

*Thom Lee*

(Corporate Seal)



**IV. PROPOSAL SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Mariposa Landscapes, Inc.  
\_\_\_\_\_, as  
principals, and The Ohio Casualty Insurance Company, a duly  
authorized corporate surety: Business Address 790 The City Drive South, Suite 200,  
Orange, CA 92868

Phone 714-634-3311, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Total Amount Bid Dollars, (\$ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 AND E-16/13-14 -, HIDDEN SPRINGS (E-2) AND SHADOW MOUNTAIN (E-16) MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Total Amount Bid Dollars, (\$ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 18th day of April, 2013.

(SIGNATURE PAGE FOLLOWS)





**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5901255

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey R. Gryde

all of the city of Laguna Niguel, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2012



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 19th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5: Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 2013



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

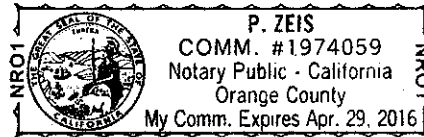
# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

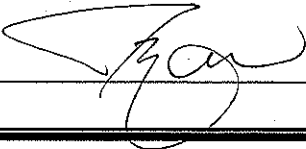
State of California  
County of Orange

On April 18, 2013 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde** Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

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<b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>
_____
(Title or description of attached document)
_____
(Title or description of attached document continued)
Number of Pages _____ Document Date _____
_____
(Additional information)

<b>CAPACITY CLAIMED BY THE SIGNER</b>
<input type="checkbox"/> Individual (s)
<input type="checkbox"/> Corporate Officer
_____
(Title)
<input type="checkbox"/> Partner(s)
<input checked="" type="checkbox"/> Attorney-in-Fact
<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Other _____

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- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

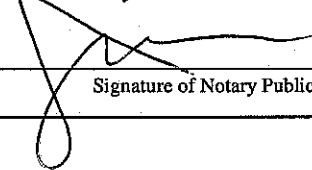
On May 8, 2013 before me, J. Cho, Notary Public,  
(Here insert name and title of the officer)

Personally appeared Terry Noriega, President,

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



### ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS

FORM

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p>AGREEMENT SIGNATURE PAGE (Title or description of attached document)</p> <p>_____ (Title or description of attached document continued)</p> <p>Number of Pages _____</p> <p>Document Date _____</p> <p style="text-align: center;">_____ Additional Information</p>
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<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input type="checkbox"/> Individual(s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____ (Title)</p> <p><input type="checkbox"/> Partner (s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Other _____</p>
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- Securely attach this document to the signed document.

**V. NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF )§

(NAME) Terry Noriega, affiant  
being first duly sworn, deposes and says:

That he or she is President of  
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc.  
(Contractor)

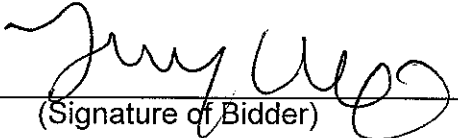
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address: \_\_\_\_\_

15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

  
(Signature of Bidder)

President  
(Title)

**ALL SIGNATURES MUST BE NOTARIZED**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

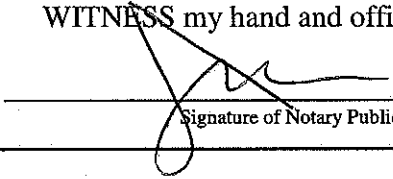
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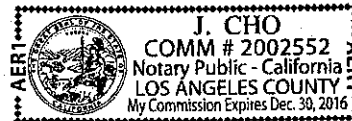
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS

FORM

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p>AGREEMENT SIGNATURE PAGE (Title or description of attached document)</p> <p>_____</p> <p>(Title or description of attached document continued)</p> <p>Number of Pages _____</p> <p>Document Date _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Additional Information</p>
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**EXHIBIT F: PREVAILING WAGE DETERMINATION**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

**CRAFT: ## LANDSCAPE MAINTENANCE LABORER**

**DETERMINATION:** SC-LML-2008-1

**ISSUE DATE:** February 22, 2008

**EXPIRATION DATE OF DETERMINATION:** December 31, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$8.00	-	-	<sup>a</sup> 0.115	0.17	-	8	<sup>b</sup> 8.285	<sup>b</sup> 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	<sup>c</sup> 0.16	0.17	-	8	<sup>b</sup> 8.33	<sup>b</sup> 12.33
	10.00	-	-	<sup>d</sup> 0.27	0.46	-	8	<sup>b</sup> 10.73	<sup>b</sup> 15.73
Los Angeles	8.00	0.89	-	<sup>e</sup> 0.115	0.14	-	8	<sup>b</sup> 9.145	<sup>b</sup> 13.145
Orange	8.00	-	-	<sup>f</sup> 0.11	0.11	-	8	<sup>b</sup> 8.22	<sup>b</sup> 12.22
Riverside	8.00	-	-	<sup>g</sup> 0.20	0.16	-	8	<sup>b</sup> 8.36	<sup>b</sup> 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	<sup>k</sup> 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	<sup>l</sup> 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	<sup>h</sup> 0.12	0.12	-	8	<sup>b</sup> 8.24	<sup>b</sup> 12.24
	8.00	-	-	<sup>i</sup> 0.13	0.13	-	8	<sup>b</sup> 8.26	<sup>b</sup> 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	<sup>j</sup> 0.19	0.26	-	8	<sup>b</sup> 11.42	<sup>b</sup> 15.42

## Craft is not apprenticeable.

**NOTE:** If there are two rates, the first rate is for routine work, the second rate is for complex work.

- <sup>a</sup> \$0.22 after 3 years of service.
- <sup>b</sup> Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- <sup>c</sup> \$0.31 after 2 years of service.
- <sup>d</sup> \$0.54 after 2 years of service; \$0.81 after 3 years of service.
- <sup>e</sup> \$0.24 after 3 years of service; \$0.37 after 7 years of service.
- <sup>f</sup> \$0.22 after 4 years of service.
- <sup>g</sup> \$0.40 after 3 years of service.
- <sup>h</sup> \$0.23 after 2 years of service.
- <sup>i</sup> \$0.27 after 2 years of service.
- <sup>j</sup> \$0.38 after 3 years of service.
- <sup>k</sup> \$0.29 after 2 years of service.
- <sup>l</sup> \$0.31 after 2 years of service.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM**

PROJECT NO. \_\_\_\_\_ MONTHLY LANDSCAPE SERVICES REPORT  
 MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF \_\_\_\_\_, 20\_\_\_\_

<u>MAINTENANCE</u> <ul style="list-style-type: none"> <li>• DATE(S)</li> <li>• AREA</li> <li>• <u>SERVICE TYPE:</u> MOW/EDGE TRIM/PRUNE-</li> </ul> WEED LITTER- IRRIGATION ETC.	<u>FERTILIZER</u> <ul style="list-style-type: none"> <li>• DATE(S)</li> <li>• AREA</li> <li>• PRODUCT/ANALYSIS</li> <li>• AMOUNT/AREA</li> <li>• CROP</li> </ul>	<u>PESTICIDES</u> <ul style="list-style-type: none"> <li>• DATE(S)</li> <li>• PRODUCT USED</li> <li>• AMOUNT USED</li> <li>• AREA</li> <li>• TARGET PEST</li> </ul>	<u>COMPLAINTS</u> <ul style="list-style-type: none"> <li>• DATE(S) RECEIVED</li> <li>• AREA/LOCATION</li> <li>• COMPLAINT/ACTION</li> <li>• DATE CORRECTED</li> <li>• CORRECTIVE ACTION</li> </ul>	<u>HAZARDS</u> <ul style="list-style-type: none"> <li>• DATE(S) NOTED</li> <li>• AREA</li> <li>• HAZARD TYPE</li> <li>• MVCSD NOTIFIED</li> <li>• DATE MVCSD NOTIFIED</li> <li>• DATE CORRECTED</li> <li>• CORRECTIVE ACTION</li> </ul>
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				



**EXHIBIT H: WEEKLY IRRIGATION REPORT FORM**

**WEEKLY IRRIGATION REPORT**  
**MORENO VALLEY COMMUNITY SERVICES DISTRICT** FOR MONTH OF \_\_\_\_\_, 20\_\_\_\_

CONTROLLER NO. \_\_\_\_\_

STATION NO. \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

	<u>DATE(S) CHECKED</u>	<u>PROBLEM(S) IDENTIFIED</u>	<u>CORRECTIVE ACTIONS</u> <ul style="list-style-type: none"> <li>• DATE CORRECTED</li> <li>• CORRECTIVE ACTION DETAILS</li> </ul>	<u>HAZARDS</u> <ul style="list-style-type: none"> <li>• DATE(S) NOTED</li> <li>• AREA</li> <li>• HAZARD TYPE</li> <li>• MVCSD NOTIFIED</li> <li>• DATE MVCSD NOTIFIED</li> <li>• DATE CORRECTED</li> </ul>
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

-913-

**Item No. B.3**

**EXHIBIT I: GREENWASTE REPORT FORM**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
-MONTHLY GREENWASTE REPORT-  
FOR**

**MONTH:** \_\_\_\_\_ **YEAR:** \_\_\_\_\_

1. **Source of greenwaste (Project No./Location):** \_\_\_\_\_  
\_\_\_\_\_

2. **Amount of greenwaste generated from above source (by weight):**  
\_\_\_\_\_ **LBS. -or- TONS.**

3. **Name, address, and phone number of recycle accepting greenwaste:**

- **Company Name:** \_\_\_\_\_
- **Address:** \_\_\_\_\_  
\_\_\_\_\_
- **Phone Number: (\_\_\_\_\_)** \_\_\_\_\_

4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**  
\_\_\_\_\_ **LBS. -or- TONS.**

5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Number of times turf mowed this month:** \_\_\_\_\_

7. **Number of times turf mowed without clippings caught:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** (\_\_\_\_\_) \_\_\_\_\_



**April 9, 2013**

**ADDENDUM NO. 1**

**CITY OF MORENO VALLEY  
HIDDEN SPRINGS (E-2) AND  
SHADOW MOUNTAIN (E-16)  
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION  
RFP NO. 12/13-10  
PROJECT NO. E-2 AND E-16/13-14**

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

**CONTRACT DOCUMENT CHANGES – ADDENDUM 1**

- Exhibit E, Section V: FREQUENCY OF SERVICE TABLE, Letter A. – Page 77. The following revision has been made to the original RFP document as follows:
  - Addition of 17. F. 2. Irrigation system will be checked on a weekly basis for all service levels. Irrigation system should be maintained in a working order at all times.
  - Revision of 19. C. 1. (a) Includes reference to Pre-emergent. No other change has been made to this frequency other than the addition of pre-emergent.

Attached is the revised page 77 with the aforementioned revision to be included with your proposal submission.

**I: FREQUENCY OF SERVICE TABLES**

**A. PARKWAYS AND MEDIANS**

Service Type	Service Schedule	Service Schedule	Service Schedule
	Level 1 (4 Week)	Level 2 (8 Week)	Level 3 (12 Week)
17.A. Turf Care <sup>1</sup>			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization <sup>1</sup>	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent			
Ground covers, shrubs & trees - Pesticide usage criteria <sup>2</sup>	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

<sup>1</sup>As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs or E-16 Shadow Mountain communities. This Specification is consistent with CSD landscaped service areas having Turf. Should either E-2 or E-16 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

<sup>2</sup> Specification of month to be approved by Director in advance of application.

**B. OPEN SPACE (PASEOS)**

Service Schedule Levels	Service Type
<b>Level 1 - (Monthly)</b>	Monthly Maintenance includes: <ul style="list-style-type: none"> <li>▪ Weekly irrigation monitoring.</li> <li>▪ Monthly - Shrub trimming and clearing from trails and fences.</li> <li>▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One annual weed abatement.</li> </ul>
<b>Level 2 - (Every Other Month)</b>	Every Other Month Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Every Other Month - Shrub trimming and clearance from trails and fences.</li> <li>▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>
<b>Level 3 - (Quarterly)</b>	Quarterly Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Quarterly - Shrub trimming and clearing from trails and fences.</li> <li>▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>
<b>Level 4 - (Annually)</b>	Annual Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>



**April 25, 2013**

**ADDENDUM NO. 2**

**CITY OF MORENO VALLEY  
HIDDEN SPRINGS (E-2) AND  
SHADOW MOUNTAIN (E-16)  
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION  
RFP NO. 12/13-10  
PROJECT NO. E-2 AND E-16/13-14**

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 2 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 2, this addendum shall govern.

CONTRACT DOCUMENT CHANGES – ADDENDUM 2

- Throughout the entirety of RFP NO. 12/13-10, PROJECT NO. E-2 AND E-16/13-14 all reference to E-16 or E-16 (Shadow Mountain) has been stricken (lined through). Proposals should only be made on those portions of the RFP that reference E-2 (Hidden Springs) parkways, medians and open spaces.
- Submittal deadline has been changed from 2:00 P.M., THURSDAY, APRIL 25, 2013, TO 2:00 P.M., WEDNESDAY, MAY 8, 2013. **ALL PROPOSALS MUST BE RECEIVED BEFORE 2:00 P.M., WEDNESDAY, MAY 8, 2013.**
- Exhibit A, Section 1 C. (page 30): Title change from “Financial and Management Services Director” to “Chief Financial Officer/City Treasurer”.
- Exhibit A, Section 3. E., (page 33) : First sentence should reference the... individuals or agencies listed in Exhibit A, Section 3., paragraph F.
- Exhibit A, Section 3. F. 2. (page 33): Title change from “Financial and Management Services Director” to “Chief Financial Officer/City Treasurer”.
- Exhibit A, Section 8. D. (page 37): First sentence the words “Exhibit A” have been added before Section 3, paragraph B.
- Exhibit A, Section 18, A. 1. (page 48): First sentence should be modified from “Section 17, No. 14 f.” to “Exhibit A, Section 17, No. 14 e.”
- Exhibit A, Section 18, A. 5 (page 49): the words “Exhibit A” were added before “Section 8”.
- Exhibit A, Section 18, B. 4 (page 50): the words “Exhibit A” were added before “Section 8”.
- Exhibit A, Section 18, B. 6 (page 50): the words “Exhibit A” were added before “Section 3” and “Section 8”.
- Exhibit A, Section 18, C. 3 (page 50): the words “Exhibit A” were added before “Section 8” and “Section 8”.
- Exhibit A, Section 18, C. 6 (page 51): the words “Exhibit A” were added before “Section 3” and “Section 8”.
- Exhibit A, Section 19, A. 5 (page 51): the words “Exhibit A” were added before “Section 8”.

- Exhibit A, Section 19, B. 2 (page 52): the words “Exhibit A” were added before “Section 3” and “Section 8”.
- Exhibit A, Section 21, (page 57) Project Location Maps is changed to Project Location Map.
- Exhibit A, Section 21, (page 58) Zone E-16 map is lined through (should not be referenced).
- Exhibit B, Section 1, A (page 59): Title change from “Financial and Management Services Director” to “Chief Financial Officer/City Treasurer”.
- Exhibit C, Section 1, A (page 60): Department Title change from “Public Works Department” to “Financial and Management Services Department”.
- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.
- Exhibit E, Section IV. (page 76) annual schedule sheet for E-16 has been lined out. Do not complete with the submission.
- Exhibit E, Section IV., (page 74) monthly schedule sheet for E-16 has been lined out. Do not complete with the submission.
- Exhibit E, Sample Service Schedules, C., for E-2 (page 81) map has been correct to reflect 12 service areas as identified under Landscaping Schedule
- Exhibit E, Sample Service Schedules, D., for E-16 (page 82) has been lined out. Do not reference in the proposal submission.
- Exhibit E, I., Schedule II, A., (page 89) E-16 has been lined out, do not submit proposal costs on any E-16 area.
- Exhibit E, I., Schedule II, B, (page 91) E-16 has been lined out, do not submit proposal costs on any E-16 area.

Attached is the revised RFP with the aforementioned changes and includes the Frequency of Service Table updates as referenced in Addendum No. 1.





MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CONTRACT DOCUMENTS

FOR

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**

HIDDEN SPRINGS (E-2) AND  
~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY, MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

**MANDATORY PRE-SUBMITTAL MEETING**  
9 A.M., TUESDAY, APRIL 9, 2013  
SPECIAL DISTRICTS CONFERENCE ROOM, CITY HALL ANNEX 1  
14331 FREDERICK ST., SUITE 6  
MORENO VALLEY, CA, 92553

**PROPOSAL SUBMISSION DATE**  
**2 P.M., WEDNESDAY MAY 8, 2013 ~~THURSDAY, APRIL 25, 2013~~**  
**CITY CLERK'S OFFICE, CITY HALL**  
**14177 FREDERICK ST.**  
**MORENO, VALLEY, CA 92552-0805**

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## NOTICE REQUESTING PROPOSALS

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

Proposers are invited to submit a response to the Request For Proposal, RFP No 12/13-10, Project No. E-2 and ~~E-16~~/13-14 Hidden Springs (E-2) and ~~Shadow Mountain (E-16)~~ Maintenance of Parkway Median and Open Space Landscaping and Irrigation for the purpose of providing landscape maintenance services for the parkway and median landscaped areas of Hidden Springs (E-2) and ~~Shadow Mountain (E-16)~~ along with the open space paseo areas of Hidden Springs (E-2) under the direction of the City of Moreno Valley Community Services District (CSD) for twelve (12) months, with the possibility of contract extensions for up to four (4) additional one (1) year contract extensions.

### RECEIPT OF PROPOSAL:

Sealed proposals will be received by the office of the City Clerk, located in the City Hall building, at 14177 Frederick Street, Moreno Valley, California, 92553 **SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE CITY CLERK'S OFFICE BEFORE 2:00 P.M. on WEDNESDAY, MAY 8, 2013 THURSDAY, April 25, 2013. Late submissions will not be accepted and postmarks will NOT constitute receipt of a proposal.**

### OBTAINING CONTRACT DOCUMENTS:

You may download the RFP and Contract documents (document set) from the City's website at [www.moval.org](http://www.moval.org) or, the document set may be obtained from the City of Moreno Valley Finance Department, located in the Moreno Valley City Hall, at 14177 Frederick Street, Moreno Valley, CA 92553, 1<sup>st</sup> floor customer service front counter, for a nonrefundable twenty-five dollar (\$25.00) charge per set to cover printing costs. The RFP and contract documents may also be received by mail by contacting the **SPECIAL DISTRICTS DIVISION OFFICE** at 951.413.3480 or by email at [SpecialDist@moval.org](mailto:SpecialDist@moval.org) to request having document set(s) mailed. A five dollar (\$5.00) mailing charge per set, plus twenty-five dollar (\$25.00) per set printing cost is required prior to having document sets mailed.

### MANDATORY PRE-SUBMITTAL MEETING:

A **mandatory** pre-submittal meeting will be held at **9:00 A.M. on MONDAY, APRIL 9, 2013 in the TECHNOLOGY SERVICES CONFERENCE ROOM** located in Annex 1. **The Annex building is located south of City Hall at 14331 Frederick Street, Suite 6, Moreno Valley, CA 92553.** COMPANIES WISHING TO SUBMIT A PROPOSAL FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. **Late arrivals will be denied entrance to this meeting.**

PROPOSAL GUARANTEE:

Each proposal shall be accompanied by a certified or cashier's check or surety bond in an amount equal to ten percent (10%) of the total proposal price, payable to the Moreno Valley Community Services District (CSD) as a guarantee that if the proposer's proposal, is accepted, the proposer will promptly execute the Contract, and secure Worker's Compensation Insurance. The Moreno Valley Community Services District (District) will retain the proposal guarantees from all companies whose proposals are selected for consideration until such time as the Contract is fully executed. Submitted proposal guarantees by all other proposers will be released within thirty (30) days after the date the awarded Contract is fully executed.

WAGE RATES:

Pursuant to provision of Section 1773 of the Labor Code of the State of California, the District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. The proposer whose proposal receives the Award of Contract and becomes the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code throughout the term of this contract.

STATE LICENSE:

Contractors submitting proposals shall hold a valid California State Contractor's License which shall be a Class C-27. The Contractor's California State License Number and Classification shall be clearly stated on the Proposer's Proposal.

OWNER'S RIGHT RESERVED:

Within such limits as may be prescribed by law, the Board of Directors of the Moreno Valley Community Services District reserves the right to reject any and all proposals, to accept, reject, or waive minor variances and/or any informality in a proposal, or to accept the proposal or proposals that best serve the interests of the District.

CONTRACT/ACREAGE LIMITATION:

The Moreno Valley Community Services District divides parkway and median landscape maintenance sites into separate and distinct Contract Service Areas. The District has historically adhered to these guidelines of limiting awards of maintenance service contracts based on contract and acreage limits to more fairly and evenly distribute maintenance contracts among various contracting entities to decrease the risk to the District in the event of non-performance by a Contractor to perform the contracted maintenance services. **However in the interest of the community being served, the Moreno Valley Community Services District reserves the right to limit or waive the requirements of this Section.**

Said Contract/Acreage Limitations are as follows:

- No single contracting company or entity may hold District maintenance contracts whose combined Base Compensation is valued at more than forty percent (40%) of the total Base Compensation cost of all of the District's Service Area contracts;

-AND-

- No single contracting company or entity may hold District maintenance contracts whose combined acreage totals more than sixty percent (60%) of the total acreage of all District Service Areas.

For technical information relating to the details of the proposed project and/or proposal requirements, please contact the City of Moreno Valley, Department of Public Works, Special Districts Division at 951. 413.3480.

By Order of the Board of Directors of the Moreno Valley Community Services District.

\_\_\_\_\_  
City Clerk in the Capacity of Secretary to the Board of  
Directors of the Moreno Valley Community Services  
District

**RFP SUBMITTAL 'CHECK-OFF' LIST**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

The following check list (together with the necessary, and where required, notarized original documentations) must be completed, signed and included with the sealed bid envelopes for the RFP to be considered responsive:

**INCLUDE THIS COMPLETED SIGNED 'CHECK-OFF' LIST WITH SCHEDULE I:**

\_\_\_\_\_  
Company Name (Please print)

\_\_\_\_\_  
Company Address (Please print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Fax Number

**SUBMIT THREE DOCUMENT SETS (ONE ORIGINAL & TWO COPIES FOR EACH SCHEDULE):**

**SCHEDULE I - VENDOR INFORMATION** (Form filled out in its entirety) along with the following:

- REFERENCES (Minimum of three (3) current public agencies that have been successfully completed within the last two (2) years.)
- PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE
- PROPOSED PROJECT WORK SCHEDULES
  - MONTHLY SCHEDULE SHEETS FOR EACH E-2 & ~~E-16~~
  - ANNUAL SCHEDULE SHEETS FOR EACH E-2 & ~~E-16~~
- FREQUENCY OF SERVICE TABLE (signed acknowledging min. frequencies per service level)
- PROPOSED ANNUAL MATERIAL SCHEDULE
- COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING SHEETS
- LIST OF DESIGNATED SUBCONTRACTORS
- CERTIFICATION OF NON-DISCRIMINATION
- PROPOSAL AFFIRMATION
- CERTIFICATION OF NON-DISCRIMINATION

**SCHEDULE II - BID SCHEDULE** (Filled out, signed and dated) along with the following:

- OPTIONAL SERVICE LEVELS SHEET (signed and dated)
- ADDITIONAL WORK PRICE LIST (signed and dated)
- CONTRACT PROPOSAL SHEET (completed, signed, & corporate seal, if incorporated)
- AFFIRMATION OF PROPOSAL GUARANTEE
- PROPOSAL SURETY BOND, CASHIER'S CHECK OR CERTIFIED CHECK  
**A PROPOSAL SURETY BOND MUST INCLUDE NOTARY CERTIFICATES AND NOTARIZED SIGNATURES FOR BOTH ATTORNEY-IN-FACT AND PRINCIPAL(S).**
- NON-COLLUSION AFFIDAVIT (signed and notarized)



## INSTRUCTIONS TO PROPOSERS

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

### A. GENERAL

Proposals under these specifications shall be submitted on the Proposal Submittal Documents (Exhibit E) furnished herewith. When presented, they must be fully completed in the manner and form indicated therein, showing clearly and legibly the proposed prices in both words and numerals, and must be properly signed and where required notarized by the proposer, and include Proposer's address, telephone number, and California Contractor's License Number, and Classification. The Board of Directors of the Moreno Valley Community Services District ("District") reserves the right to reject any proposal which does not furnish all of the above information.

Proposal submissions will be received **Before 2:00P.M., WEDNESDAY MAY 8, 2013**  
**THURSDAY, APRIL 25, 2013.** Proposals should be submitted as follows in two separate sealed envelopes:

**The first envelope** should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule I; and the 'Check-Off' list, as identified on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL – RFP NO. 12/13-10 PROJECT NO. E-2 AND ~~E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE I – **DO NOT OPEN WITH REGULAR MAIL**"

**The second envelope** should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule II; and include all items as listed under the SCHEDULE II heading as identified on the check list on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL - RFP NO. 12/13-10 PROJECT NO. E-2 AND ~~E-16~~/13-14 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE II - **DO NOT OPEN WITH REGULAR MAIL.**"

### IMPORTANT

#### IDENTIFYING YOUR RESPONSE

The Request for Proposal (RFP) must be visibly shown on the outside of both proposal submission envelopes as noted above.

#### ON-TIME RECEIPT OF YOUR RESPONSE

**The responsibility of ensuring that your time-sensitive proposal submission is received by the City of Moreno Valley, City Clerk's office prior to the due date and time as stated in the RFP, rests solely with the sender.** You may hand deliver your documents to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is NOT valid as proof of timely delivery. The City of Moreno Valley, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority assumes no responsibility for proposals, which arrive at the City office beyond the stated due date and time as stated in the Notice Requesting Proposals.

You are encouraged to call the City Clerk's Office at 951.413.3001 for verification of proposal package receipt. Proposals may be mailed or delivered by messenger; however, it is the proposer's responsibility alone to ensure delivery of the proposal to the office of the City Clerk prior to the submittal deadline stipulated in the Notice Requesting Proposals. Late proposals will not be considered.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable.

Regardless of the method you choose to submit your time-sensitive document, you must allow additional time for the City's internal delivery system to process your item through before the due date and time, as stated in the RFP, to the City Clerk's office. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened.

#### B. EXAMINATION OF WORK SITES

Proposers must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and shall not at any time after submission of the proposal assert, complaint or dispute that there was any misunderstanding in regard to the nature or amount of work to be done.

#### C. DISQUALIFICATION OF PROPOSERS AND PROPOSALS

More than one (1) proposal for the same work from any individual, company, partnership, corporation, or association under the same or different names will not be accepted; and shall be considered reasonable grounds to deem that a proposer has a financial interest in more than one (1) proposal for the work, which will be cause for rejecting all proposals in which such said proposer is interested.

Proposals which contain prices that are obviously unbalanced, and those which are incomplete or show alterations of form, or contain any additions or conditional or alternate quotations that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the proposer has been omitted will be rejected.

#### D. SIGNATURE OF CONTRACT PROPOSAL

##### Corporations

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above, if a certified copy of a resolution of the Corporate Board of Directors, so authorizing them to do so, accompanies the Proposal.

### Partnership

The names of all persons comprising the partnership or co-partnership must be stated. The Proposal must be signed by all partners comprising the partnership unless proof, in the form of a certified copy of a Certificate of Partnership acknowledging the signer to be a general partner accompanies the Proposal, in which case a general partner may sign.

### Joint Ventures

Proposals submitted as joint ventures must so state and be signed by or on behalf of each joint venturer, in compliance with the signature requirements for an individual, a partnership or a corporation, as applicable.

### Individuals and/or Sole Proprietors

Proposals submitted on behalf of an individual must be signed by such individual. The above rules also apply in the case of the use of a fictitious business name. In addition, where a fictitious business name is used it must be so indicated in the signature.

## E. PROPOSAL GUARANTEE

Exhibit "E" - Schedule II. must be accompanied by a cashier's check, certified check or surety bond in an amount not less than ten percent (10%) of the proposal amount. Checks shall be made payable to the Moreno Valley Community Services District. Surety bonds shall name as obligee the Board of Directors of the Moreno Valley Community Services District. **Execution of the bond must be acknowledged before a Notary Public by both the Contractor, and the corporate surety.**

## F. ACCEPTANCE OR REJECTION

Within the limits prescribed by law, the right is reserved to reject any and all proposals, or to accept the proposal deemed best for the District. The Board of Directors shall be and is hereby constituted the exclusive judge as to what proposal is best for the District, and, in ascertaining that fact, the Board of Directors will take into consideration the business integrity, references, financial resources, facilities and equipment for performing the work, and experience in similar operations of the various proposing companies.

## G. AWARD CRITERIA

The award of this Contract shall be made based upon the following criteria, as determined solely by the CSD:

- Pricing.
- Proposal's demonstration of ability to provide the described services.
- Demonstration of qualifications and certifications in accordance with accepted standards.
- Reference responses from other municipalities/public agencies where similar landscaping and irrigation services currently are and/or have been provided

The District reserves the right to reject any or all proposals, waive informalities, and make award in the best interests of the District. Upon award, the Contractor selected will be expected to enter into an Independent Contractor Agreement with the Moreno Valley Community Services District for the terms as stated in this Request For Proposal.

#### H. AWARD OF CONTRACT

The award, if made, will be made by the District as expeditiously as possible after the opening of the proposals, but in no case will an award be made until the District is satisfied as to the responsibility of the party to whom it is proposed to award the Contract.

#### I. RETURN OF PROPOSAL GUARANTIES

The District will return the proposal guaranties accompanying those, which in the District's judgment are not to be considered in making the award. All other proposal guaranties will be held until the Contract has been awarded, after which they will be returned to the respective companies whose proposals they accompany, with the exception of the proposer to whom the award has been made. After satisfactory security has been furnished and the Contract has been fully executed and approved, the successful proposer's guaranty will be returned.

#### J. INSURANCE REQUIREMENTS

During the entire term of the Contract, the Contractor agrees to procure and maintain commercial general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person(s) caused directly or indirectly by or from acts, omissions or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction. Such liability and property damage insurance shall also provide for and protect the Moreno Valley Community Services District, the Moreno Valley Housing Authority, and the City of Moreno Valley, against incurring any legal cost in defending claims for alleged loss.

Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Contract, and any extension thereof in the minimum limits provided below:

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

A combined single limit policy with limits not less than \$2,000,000 per occurrence shall be considered equivalent to the above minimum limits.

If the operation under this Contract results in an increased or decreased risk in the opinion of the District's Risk Manager, then the Contractor agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the Risk Manager.

During the entire term of this Contract, the Contractor shall procure and maintain, at its sole expense, liability and property damage insurance coverage for owned, leased, hired or borrowed automotive equipment with coverage limits of not less than \$1,000,000 combined single limit.

During the entire term of this Contract, the Contractor or any subcontractors hired by the Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California, and employer's liability limits of \$1,000,000 per occurrence.

The insurer shall agree to waive all rights of subrogation against the District, the Moreno Valley Housing Authority, and the City, their officers, officials, employees, volunteers or agents for losses arising from work performed by the Contractor for the District, Housing Authority, and/or the City of Moreno Valley, respectively.

A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverages shall be submitted prior to the execution of this Contract. Such evidence of insurance shall be sent to the attention of the requesting department, and shall reference the project name or number, where appropriate.

Except for Worker's Compensation and Professional Liability Insurance, and solely as respects to work done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the Moreno Valley Community Services District, the Moreno Valley Housing Authority of the City of Moreno Valley, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents are added as Additional Insured on all required insurance policies. A policy endorsement or an appropriate insurance binder evidencing the required insurance must accompany the certificate of insurance and shall bear an endorsement containing the following provisions:

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

The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The Contractor shall also include all subcontractors as an additional insured under its policies or shall furnish separate insurance certificates, and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The coverage provided pursuant to this Contract shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated A- VII (or better) in Best's Insurance Rating Guide, and shall be legally admitted to the business of an insurance carrier by the State of California Department of Insurance.

The terms of the insurance policies issued to provide the above insurance coverages may not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the District, Housing Authority, and the City, except that cancellation for

non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that 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.

Any deductibles or self-insured retentions must be declared to and approved by the District, Housing Authority, and the City. At the option of the District, Housing Authority, and the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the District, Housing Authority, and the City, their officers, officials, employees, volunteers and agents, or the Contractor shall provide a financial guarantee satisfactory to the District, Housing Authority, and the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

Contractor certifies by Contractor's signature hereunder that said Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing the performance of the work of this Contract.

#### K. INDEMNIFICATION & DEFENSE REQUIREMENT

Per the terms of the Contract, the Contractor shall agree to indemnify, defend, and hold the District, Housing Authority, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents 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, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its subcontractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the District, Housing Authority, and the City, their officers, officials, employees, volunteers, and agents.

#### L. EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful proposer and returned, together with the required documents, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the District until the full execution of the Contract.

Failure to execute a Contract and file acceptable documents, as required herein shall be just cause for the annulment of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages as a reasonable estimate of the damages which would be suffered by the District, which cannot be determined with reasonable particularity at this time. Award may then be made to the next proposer deemed to be fit in all respects to perform the Scope Of Work, or the work may be re-advertised or may be maintained by District employees as the Board of Directors of the Moreno Valley Community Services District may determine.

M. CONTRACTOR'S BONDS

The Contractor shall furnish good and sufficient Surety Bonds issued by a surety company authorized to do business in the State of California, or other acceptable security, in an amount equal to one hundred percent (100%) of the total Proposed Compensation amount, conditioned for the faithful performance by the Contractor of all covenants, stipulations and agreements contained in said Contract; in addition, the Contractor shall furnish a material and labor bond in a sum equal to one-hundred percent (100%) of the Contract price, as required by the Public Contract Code.

Surety companies providing surety bonds hereunder shall be rated A- VII (or better) in the Best's Insurance Rating Guide, and shall be legally admitted to the business of a surety provider by the State of California Department of Insurance.

**INDEPENDENT CONTRACTOR AGREEMENT**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District 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.

**1. CONTRACTOR INFORMATION:**

Contractor's Name	_____
Street Address	_____
Street Address	_____
City, State, Zip	_____
Mailing Address	_____
(If same as Street Address, write same or same as above)	_____
Business Phone (with area code)	_____
Cell or Mobile Phone (with area code)	_____
Other Contact Number (with area code)	_____
Fax Number	_____
Email Address	_____
Social Security Number	_____
Business License Number	_____
Federal Tax ID Number	_____
Contractor's License Number & Classification	_____

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and



additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

- B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contract Starting Date is July 1, 2013 and the Contract Ending Date is June 30, 2014. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider 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.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

### **3. STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the 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 District will not provide, nor be responsible to provide, any training to the 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 paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. 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 Contract, with

the exception that the District 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 Contract.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District'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 District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker’s Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager’s approval.  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Risk Manager)

Insurance requirements modified with Risk Manager’s approval and attached hereto as Exhibit “F” and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City’s Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, 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 of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.
- J. Termination.
1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.
  2. The District may terminate this Contract without fault on the part of the Contractor 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 services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". 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 Contract. Upon reasonable notice, such records must be made available to the District'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 Contract.
- L. Restrictions on District / City Employees. The Contractor shall not employ any

District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

- 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 Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.
- N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

\_\_\_\_\_  
[Mailing Address (Post Office Box, if applicable)]

\_\_\_\_\_  
[Telephone number]

\_\_\_\_\_  
[Fax number]

\_\_\_\_\_  
[Email address]

\_\_\_\_\_  
With a copy to:

\_\_\_\_\_  
[Attorney for Contractor, if applicable]

\_\_\_\_\_  
[Street Address]

\_\_\_\_\_  
[Post Office Box, if applicable]

\_\_\_\_\_  
[City, State, Zip]

\_\_\_\_\_  
[Telephone number]

\_\_\_\_\_  
[Fax number]

\_\_\_\_\_  
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT  
Financial & Management Services Department  
Special Districts Division  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Sharon Sharp, Senior Management Analyst  
Telephone number: 951.413.3480  
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: City Attorney  
Telephone number: 951.413.3036  
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

Contractor

By: \_\_\_\_\_  
Title: Mayor, acting in the capacity of  
President of the Board of Directors of  
the Moreno Valley Community  
Services District

By: \_\_\_\_\_  
Title: (President or Vice President)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Title: Corporate Secretary or Assistant  
Secretary  
*(If applicable)*

Date: \_\_\_\_\_

Affix Corporate Seal Below  
*(If applicable)*

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

**General Partners must sign on behalf of the partnership.**

**In the event 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 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

# SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

## DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

## CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)  
 Attorney-in-Fact  
 Other \_\_\_\_\_

## ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).



BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**RFP NO. 12/13-10**

**PROJECT NO. E-2 AND E-16/13-14**

**HIDDEN SPRINGS (E-2) AND SHADOW MOUNTAIN (E-16)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to \_\_\_\_\_, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-2 AND E-16/13-14**, 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 guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of \_\_\_\_\_ dollars, (\$\_\_\_\_\_), lawful money of the United States, to be paid to the said CSD 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 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 Agreement or to the work or the Provisions.

**(SIGNATURE PAGE FOLLOWS)**

**FAITHFUL PERFORMANCE BOND  
PROJECT NO. E-2 AND E-16/13-14**

**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, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**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 may be affixed hereto.

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

**ADDITIONAL OPTIONAL INFORMATION  
INSTRUCTIONS FOR COMPLETING THIS FORM**

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

**DESCRIPTION OF THE ATTACHED DOCUMENT**

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

**CAPACITY CLAIMED BY THE SIGNER**

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**LABOR AND MATERIALS BOND  
(100% of Total Contract Amount)**

**RFP NO. 12/13-10  
PROJECT NO. E-2 AND ~~E-16~~/13-14  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to \_\_\_\_\_, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-2 AND ~~E-16~~/13-14, 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 guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of \_\_\_\_\_ dollars, (\$\_\_\_\_\_) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, 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 Moreno Valley Community Services District, 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 CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the 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, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

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)).

## EXHIBIT A

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

### 1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council (Community Services District Board) establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 21, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, if applicable, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The ~~Financial and Management Services Director~~ Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

## 2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
  - 1. Fertilization;
  - 2. Turf Aeration;
  - 3. Application of pesticides by any method;
  - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

- G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

### **3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES**

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Exhibit G, Monthly Landscape Services Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears.



- C. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E F. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
  - 1. City Manager
  - 2. Chief Fin. Officer/City Treasurer  
Financial & Mgmt. Ser. Dir.
  - 3. Police Department
  - 4. Fire Department
  - 5. Special Districts Division Manager
  - 6. Street Maintenance Supervisor
  - 7. Senior Landscape Services Inspector
  - 8. Landscape Services Inspector
  - 9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

#### **4. GENERAL PROVISIONS - CONTRACTOR'S STAFF**

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

## **5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES**

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

## **6. GENERAL PROVISIONS - COMPLAINTS**

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.
- C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

## **7. GENERAL PROVISIONS - SAFETY**

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2009 (or most current revised version) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

## **8. USE OF CHEMICALS**

- A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

- B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Financial & Management Services Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

## **9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING**

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City) and/or the City of Moreno Valley Community Services District (District). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City and District that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

## **10. LICENSES AND PERMITS**

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

## **11. PREVAILING WAGE**

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments;

employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Financial & Management Services Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

## **12. PAYROLL RECORDS**

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

## **13. BONDS**

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

## **14. SUBSTITUTION OF SECURITIES**

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, 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 District 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 agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

## **15. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

## **16. CONTRACTORS LICENSE**

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

## **17. TECHNICAL PROVISIONS**

### **A. TURF CARE (IF APPLICABLE)**

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service Table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions - Fertilization, Section 18.
13. Pest control: See Technical Provisions - Pesticide Use, Section 19.
14. Aeration:
  - (a) All turf areas shall be aerated per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director;



- (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ( $\frac{1}{2}$ " ), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
  - (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
  - (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
  - (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Fertilization, Section 18.
15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.
16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

## **B. TREE CARE**

- 1. All trees are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
- 3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
- 4. Trees shall be pruned at any time in order to:
  - (a) Remove dead, diseased, or damaged branches;
  - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
  - (c) Correct any condition which the Director has deemed to be hazardous.

5. Portions of trees up to eighteen feet (18') in height shall:
  - (a) Be pruned to enable successful adaptation to their particular site situation;
  - (b) Have no more than one-third (1/3) of living branches removed annually;
  - (c) Be fertilized only as directed by District field staff.
6. Portions of trees over eighteen feet (18') in height shall:
  - (a) Be inspected annually;
  - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
  - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
  - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
  - (a) Be kept properly sharpened, and in proper working order;
  - (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
  - (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
  - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
  - (c) Use of pruning paint/pruning compound/wound dressing;
  - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Provisions – Pesticide Use, Section 19.
13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

### **C. SHRUB CARE**

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
4. Shrubs shall be pruned and/or trimmed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:
  - (a) Remove dead, diseased, or damaged branches;
  - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
  - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned in a manner that will:
  - (a) Enable successful adaptation to their particular site situation;
  - (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
6. Pruning tools must:
  - (a) Be kept properly sharpened, and in proper working order;
  - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices are not allowed:
  - (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
  - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
  - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Provisions - Fertilization, Section 18.
9. Pest control: See Technical Provisions –Pesticide Use, Section 19.
10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

#### **D. GROUND COVER CARE**

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed  $\pm$  one foot (1').
3. Ground covers shall be pruned/trimmed per the Frequency of Service Table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:
  - (a) Remove dead, diseased, or damaged branches/crowns;
  - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
  - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
  - (a) To enable successful adaptation to their particular site situation;
  - (b) In accordance with accepted practices for the particular species in question;

5. Pruning tools shall:
  - (a) Be kept properly sharpened, and in proper working order;
  - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Provisions - Fertilization, Section 18.
8. Pest control: See Technical Provisions –Pesticide Use, Section 19.
9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

#### **E. WEED CONTROL**

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
2. Weed control shall be addressed per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise directed by the Director.
3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.
4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

## F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
  - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;
  - (b) Be turned off during periods of rainfall, or as directed by District field staff;
  - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
  - (a) Be operated only when Contractor's personnel are present on site;
  - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

- (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- 8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
- 9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**G. DEBRIS/LITTER**

- 1. Debris/litter control shall be provided per the Frequency of Service Table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.
- 2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- 3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
- 4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- 5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.
- 6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

#### **H. GREENWASTE RECYCLING**

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as “greenwaste” shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract’s Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract’s Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report, (see Exhibit I), per The Frequency of Service Table as an element of Contractor's Monthly Reporting requirements, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor’s Scope of Work.
5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

### **18. TECHNICAL PROVISIONS - FERTILIZER**

#### **A. TURF FERTILIZATION (IF APPLICABLE)**

1. Per the Technical Provisions, Exhibit A, Section 17, No. 14, e. f., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.



**TABLE I**

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

\*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

\*\*22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.
6. Written notification is required to Director five (5) working days prior to fertilizer application.

**B. SHRUB & GROUND COVER FERTILIZATION**

1. The Specifications contained in this Section 18,B. do not apply to the Open Space Areas (Paseos).
2. All shrubs and ground covers shall be fertilized per the Frequency of Service Table, as set forth in Exhibit E. Table II, below provides the standard fertilization guidelines, however the frequency of the application shall comply with the application frequency rates as identified in the Frequency of Service Table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**TABLE II**

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

\* 23-5-10/BEST@POLY SUPREME or approved equal

3. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Exhibit A, Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.
5. Written notification is required to Director five (5) working days prior to fertilizer application.
6. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

**C. TREE FERTILIZATION**

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
  - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
  - (b) No injecting or drilling into tree trunk will be allowed.
  - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
  - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per, Exhibit A Section 8. – Use of Chemicals. Any changes to said list shall be reported per Exhibit A, Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.

## 19. TECHNICAL PROVISIONS – PESTICIDE USE

### A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A, Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a

copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

**B. REPORTING SPECIFICATIONS**

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Exhibit A, Section 3 – Functions and Responsibilities and Exhibit A, Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA**

1. Weed Control
  - (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.
  - (b) Appropriate chemical control must be used on the following weeds.
    - Bermuda Grass
    - Kikuyu Grass
    - Nutsedge
    - Field Bindweed
    - Spurge
  - (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

The aforementioned list is inclusive; other species may be added by the Director as necessary

2. Snail Control

- (a) Snails shall be controlled on a regular basis on the following plant species:
  - Agapanthus africanus
  - Aptenia sp.
  - Gazania sp.
  - Hemerocallis sp.
- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**D. TURF - PESTICIDE USAGE CRITERIA (IF APPLICABLE)**

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

**20. OPEN SPACE AREA (PASEO) PROVISIONS – E-2 HIDDEN SPRINGS**

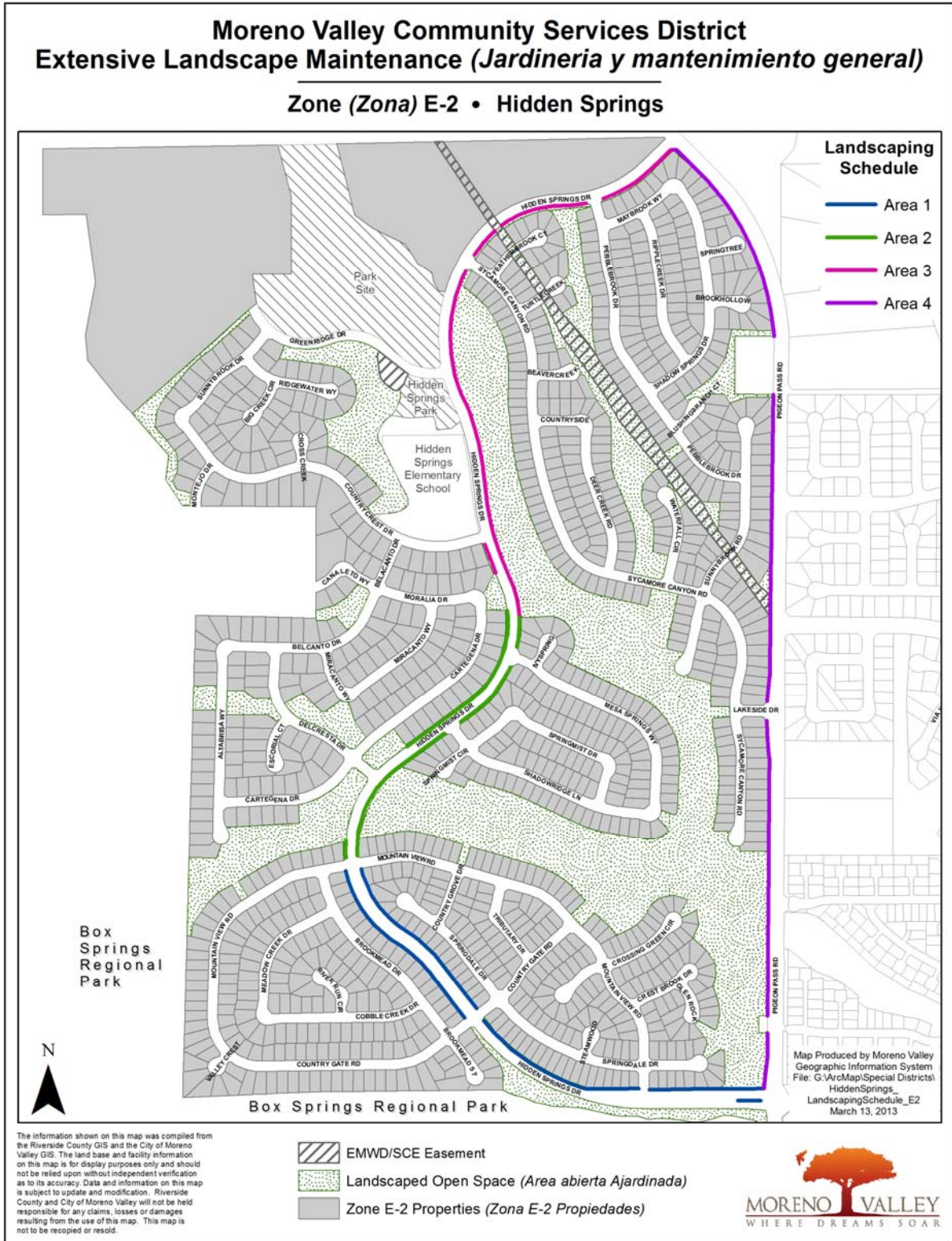
**E. GENERAL GUIDELINES**

1. The following provisions are intended to address routine maintenance of the open area (paseos) located within and throughout the residential community of Hidden Springs (E-2). Should a conflict between these Special Provisions as outlined herein and the preceding Specification Sections of this document, these Special Provisions shall prevail regarding maintenance of the open area (paseos) located within and throughout Hidden Springs (E-2). These Special Provisions DO NOT APPLY to the landscaped parkway and median areas of Hidden Springs (E-2) nor Shadow Mountain (E-16).
  - (a) All open space areas shall be maintained in a condition free of unwanted plant species, as determined by the Director.
  - (b) Non-woody plants, such as grasses and annual forbs shall be trimmed to a height of twenty-four (24) inches or lower at a frequency of no less than one (1) time per year, as determined by the Director.
  - (c) Woody slope plantings shall be maintained in a manner that minimizes the accumulation of dead wood. This shall be accomplished by means of periodic trimming, pruning, and/or roguing, as determined by the Director.
  - (d) A band of bare soil, twenty-four (24) inches in width shall be maintained per the Frequency of Service Table wherever Open Space (Paseo) areas abut residential parcels.
  - (e) Newly planted and/or established tree and woody shrub plantings shall receive irrigation adequate to maintain soil moisture and plant vigor; in no case shall the interval between irrigations be greater than once per week. This work may require the use of a water tanker. Contractor shall be liable for replacement of any new or establishing plan materials lost due to Contractor's negligence, as determined by Director.

- (f) Watering basins for newly planted and/or establishing tree and woody shrub plantings shall be continuously maintained and kept free of unwanted plant species until properly established, as determined by the Director.
- (g) All areas damaged by erosion shall be immediately repaired to the originally intended condition and soil. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence.
- (h) All areas damaged by rodent burrowings shall be immediately repaired to the originally intended condition and soil.
- (i) All catch basins, drain lines, brow ditches, and lower slope swale areas shall at all times be kept clean and clear for proper drainage.
- (j) Minimum flow channels shall be maintained in a manner that assures unimpeded flow of nuisance water per limits of design intent. This work may require periodic thinning/rouging of existing riparian plants, as determined by Director.

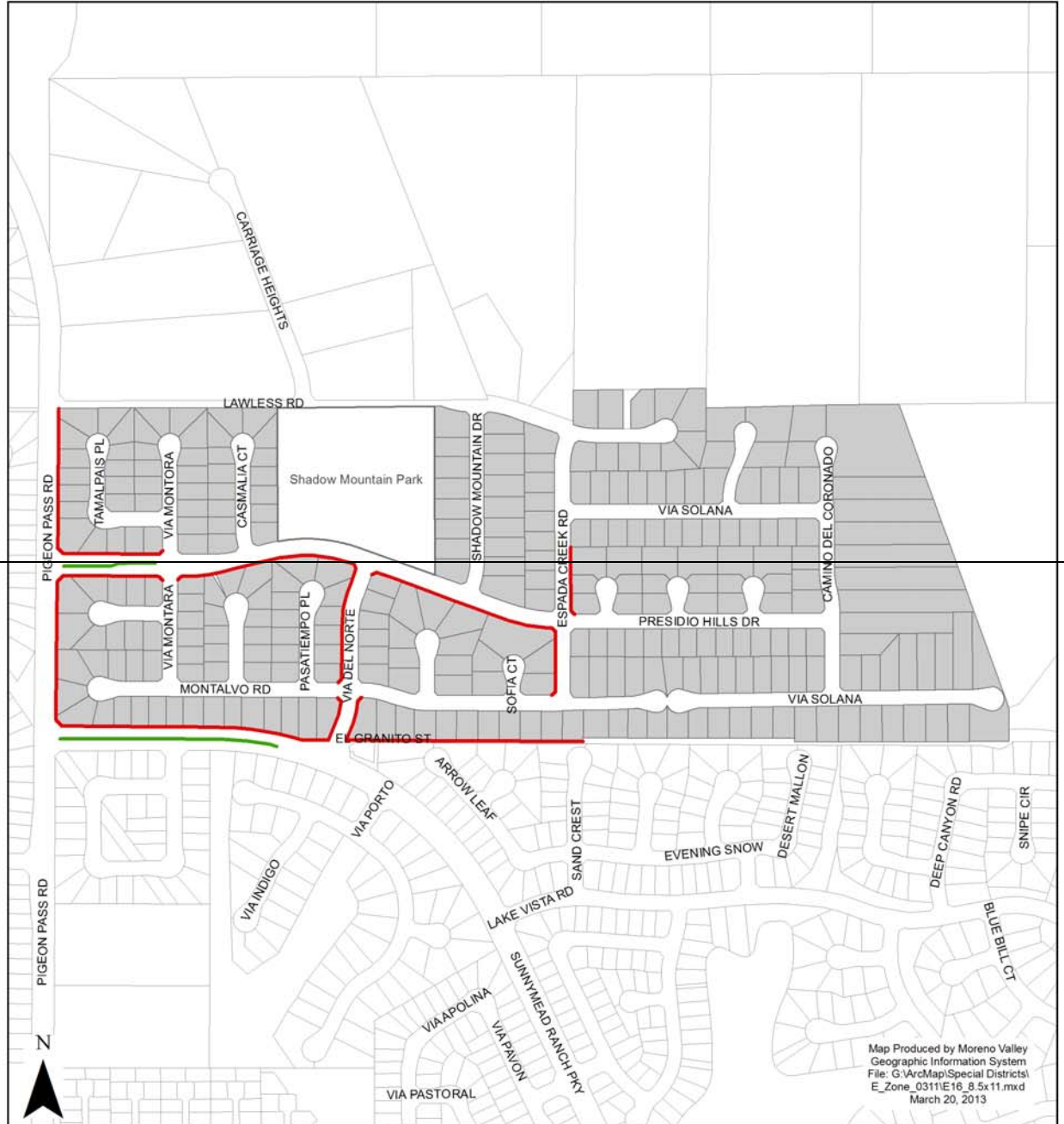


21. PROJECT LOCATION MAPS



## Moreno Valley Community Services District Extensive Landscaping & Irrigation

### Zone E-16 • Shadow Mountain



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

- Landscaped Parkways
- Landscaped Medians
- Zone E-16 Properties

Map Produced by Moreno Valley  
 Geographic Information System  
 File: G:\ArcMap\Special Districts\  
 E\_Zone\_0311E16\_8.5x11.mxd  
 March 20, 2013



## **EXHIBIT B: District Responsibilities**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

### **1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the Chief Financial Officer/City Treasurer ~~Financial and Management Services Director~~ of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

### **2. IRRIGATION SYSTEMS**

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

### **3. UTILITIES**

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

### **4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT**

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

### EXHIBIT C: Payment Terms

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

#### 1. CONTRACTOR'S COMPENSATION

- A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) Maintenance performed, 2) Greenwaste, 3) Complaints received, 3) Hazards noted, and 4) Chemicals used in the prior month, along with 5) A detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial and Management Services ~~Public Works~~ Department at [specialdistricts@moval.org](mailto:specialdistricts@moval.org). Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml).
- C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of \_\_\_\_\_ and \_\_\_\_\_/100 (\$\_\_\_\_\_) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$\_\_\_\_\_), except as provided for in Section 2 below.
- D. The Contractor agrees that City payments will be received via Automated Clearing

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

- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
  2. Invoice Date
  3. Vendor Invoice Number
  4. City – provided Reference Number (Project No. and Title)
  5. 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 is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

## 2. ADDITIONAL WORK

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a

condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the

District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section D. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of \_\_\_\_\_ (\$\_\_\_\_\_) for each contract year during the term of this Contract.

### **3. PAYMENT DEDUCTIONS**

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

### **4. NON-PERFORMANCE PENALTIES**

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or

reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

## **5. EXCESSIVE UTILITY USAGE**

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

**EXHIBIT D: Term of Contract**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

**1. TERM OF CONTRACT**

- A. Following approval by both parties, the Contract will commence on July 1, 2013, and shall terminate June 30, 2014 (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.



**EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS**

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND ~~E-16~~/13-14**  
HIDDEN SPRINGS (E-2) AND SHADOW MOUNTAIN (~~E-16~~)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

**RFP NO. 12/13-10**  
**PROJECT NO. E-2 AND E-16/13-14**  
HIDDEN SPRINGS (E-2) AND SHADOW MOUNTAIN (E-16)  
MAINTENANCE OF PARKWAY MEDIAN AND OPEN SPACE  
LANDSCAPING AND IRRIGATION

**ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES**

**I: SCHEDULE I – VENDOR INFORMATION**

A. COMPANY NAME: \_\_\_\_\_

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership \_\_\_\_\_
- Corporation \_\_\_\_\_

B. COMPANY ADDRESS (STREET) \_\_\_\_\_

(CITY, STATE, ZIP) \_\_\_\_\_

C. COMPANY ADDRESS (MAILING) \_\_\_\_\_

(CITY, STATE, ZIP) \_\_\_\_\_

D. BUSINESS PHONE NUMBER(with area code) \_\_\_\_\_

E. SATELLITE OFFICE ADDRESS (if applicable):

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

F. SATELLITE OFFICE PHONE NUMBER \_\_\_\_\_

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: \_\_\_\_\_

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: \_\_\_\_\_

3. LICENSE EXPIRATION DATE: \_\_\_\_\_

4. CURRENT LICENSE STATUS: \_\_\_\_\_

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: \_\_\_\_\_

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

H. COMPANY'S FEDERAL IDENTIFICATION NO.: \_\_\_\_\_

I. NAME AND TITLE(S) OF COMPANY OFFICERS: \_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: \_\_\_\_\_

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: \_\_\_\_\_

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

**THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.**

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: \_\_\_\_\_

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: \_\_\_\_\_

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: \_\_\_\_\_

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: _____	AVERAGE WAGE SCALE: \$ _____ / _____ *
TECHNICIANS: _____	AVERAGE WAGE SCALE: \$ _____ /Hr.*
FOREMEN: _____	AVERAGE WAGE SCALE: \$ _____ /Hr.*
LABORERS: _____	AVERAGE WAGE SCALE: \$ _____ /Hr.*

\*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_

B POWER EQUIPMENT

- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_
- TYPE: \_\_\_\_\_ NUMBER: \_\_\_\_\_

**II: REFERENCES**

Attach Responses to this question on additional sheets – One sheet per reference

- A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
- B. REFERENCE RESPONSES MUST INCLUDE:
1. NAME AND ADDRESS OF AGENCY;
  2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
  3. CONTRACT NAME(S) / NUMBER(S);
  4. ANNUAL CONTRACT AMOUNT(S);
  5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
  6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
  6. LENGTH OF CONTRACT(S).
- C. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
1. How many (number) of contracts and years under contract?
  2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
  3. What are/were the Contract amount(s)?
  4. Do/did they have adequate (quantity/quality) staffing?
  5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
  6. Does staff have the ability to comprehend/speak English?
  7. How are/were the appearance, uniforms, and use of safety equipment?
  8. Do/did they have availability of additional personnel for extra work/special projects?
  9. Is/was the equipment used in good working order?
  10. Do/did they have an effective in-company communications system?
  11. How is/was the knowledge of project/contract standards?
  12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

13. Are/were they willing to resolve questions, disputes, and deficiencies short of “formal” sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

### **III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE**

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.
  
- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.
  1. **Equipment:**
  
  2. **Motor Vehicles:**
  
  3. **Turf Maintenance Power Equipment/Tools:**



C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

4. **Pesticide Application:**

(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

#### IV: PROPOSED PROJECT WORK SCHEDULES

Pages 73-76 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Sections 17, A., C., D., E., and G.; 18 A. and B.; and 19 C. 1 (a), refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., A Parkways and Medians for **Service Schedule Level 1**, and B Open Spaces (Paseos) **for Service Level 4** on page 77. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-2 ~~and E-16~~. Sample mapped work schedules have been provided for reference.

##### A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-2 ~~and E-16~~ areas in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

##### B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-2 ~~and E-16~~ areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.



**E-2 MONTHLY SCHEDULE SHEET**

**PARKWAYS – SERVICE SCHEDULE LEVEL 1**

**OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4**

**PROPOSED PROJECT WORK SCHEDULES**

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
WEEK #1				
WEEK #2				
WEEK #3				
WEEK #4				

**E-16 MONTHLY SCHEDULE SHEET**

**SERVICE SCHEDULE LEVEL 1  
PROPOSED PROJECT WORK SCHEDULES**

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
WEEK #1				
WEEK #2				
WEEK #3				
WEEK #4				

**E-2 ANNUAL SCHEDULE SHEET**

**PARKWAYS – SERVICE SCHEDULE LEVEL 1  
OPEN SPACE (PASAEOS) – SERVICE SCHEDULE LEVEL 4  
PROPOSED PROJECT WORK SCHEDULES**

<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>
<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>
<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>

**E-16 ANNUAL SCHEDULE SHEET**

**SERVICE SCHEDULE LEVEL 1  
PROPOSED PROJECT WORK SCHEDULES**

<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>
<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>
<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>

**V: FREQUENCY OF SERVICE TABLES**

**A. PARKWAYS AND MEDIANS**

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care <sup>1</sup>			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.F. 2. Irrigation	Weekly	Weekly	Weekly
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization <sup>1</sup>	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Pre-Emergent			
Ground covers, shrubs & trees - Pesticide usage criteria <sup>2</sup>	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)	2x's per year (Spring & Fall)
Exhibits G & I Reports	Monthly	Monthly	Monthly
Exhibit H Report	Weekly	Weekly	Weekly

<sup>1</sup>As of the preparation of this Contract, no Turf areas are located within the E-2 Hidden Springs community or E-16 Shadow Mountain community<sup>8</sup>. This Specification is consistent with CSD landscaped service areas having Turf. Should E-2 or E-16 add and/or remediate parkway or median locations to include Turf this Specification shall apply.

<sup>2</sup> Specification of month to be approved by Director in advance of application.

**B. OPEN SPACE (PASEOS)**

Service Schedule Levels	Service Type
<b>Level 1 - (Monthly)</b>	Monthly Maintenance includes: <ul style="list-style-type: none"> <li>▪ Weekly irrigation monitoring.</li> <li>▪ Monthly - Shrub trimming and clearing from trails and fences.</li> <li>▪ Monthly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One annual weed abatement.</li> </ul>
<b>Level 2 - (Every Other Month)</b>	Every Other Month Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Every Other Month - Shrub trimming and clearing from trails and fences.</li> <li>▪ Every Other Month - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>
<b>Level 3 - (Quarterly)</b>	Quarterly Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Quarterly - Shrub trimming and clearing from trails and fences.</li> <li>▪ Quarterly - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>
<b>Level 4 - (Annually)</b>	Annual Maintenance includes: <ul style="list-style-type: none"> <li>▪ Monthly irrigation monitoring.</li> <li>▪ Annual - Clearance to maintain a 24' width of clearance of open space abutting residential parcels.</li> <li>▪ One Annual weed abatement.</li> </ul>

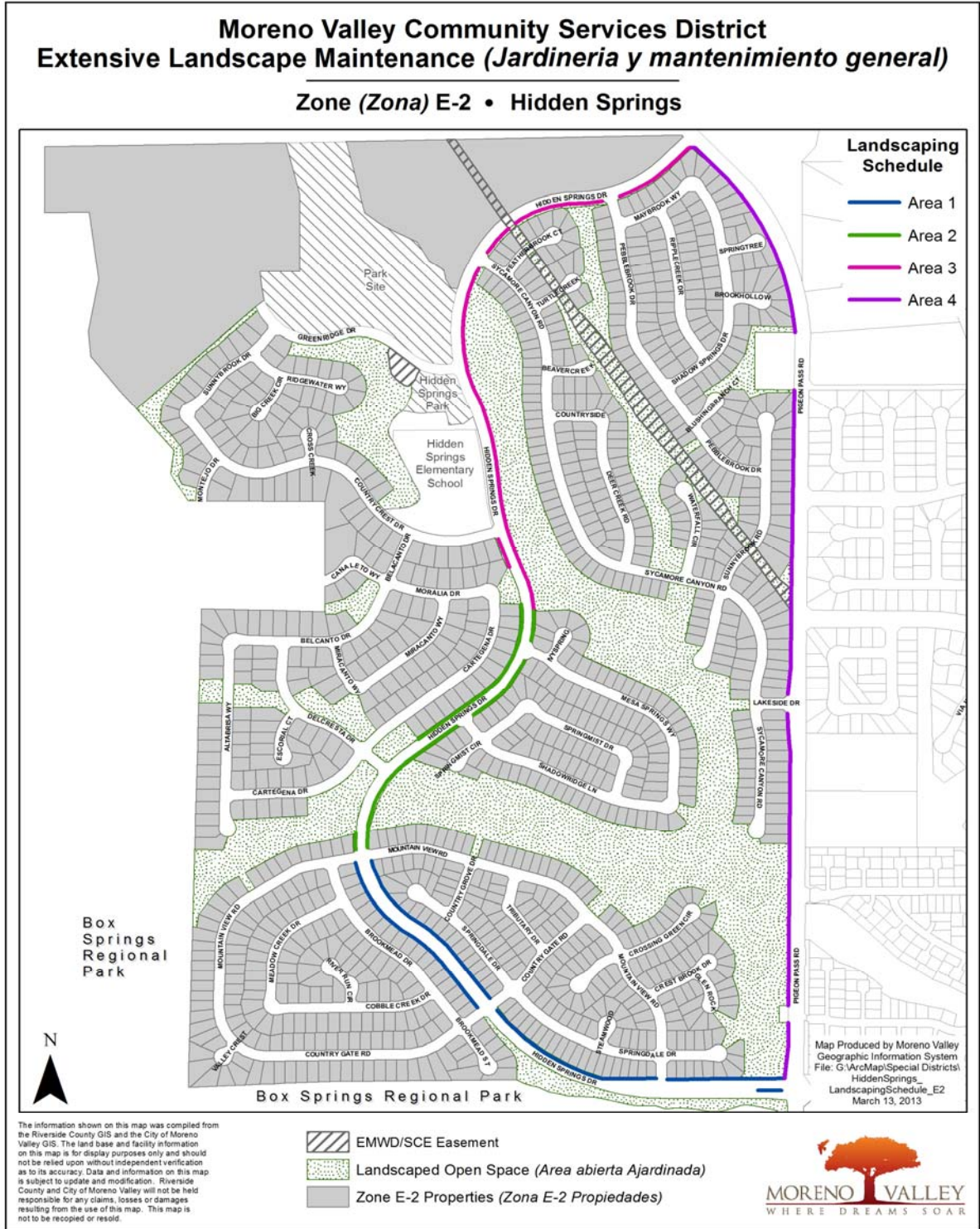
**FREQUENCY OF SERVICE TABLES (continued)**

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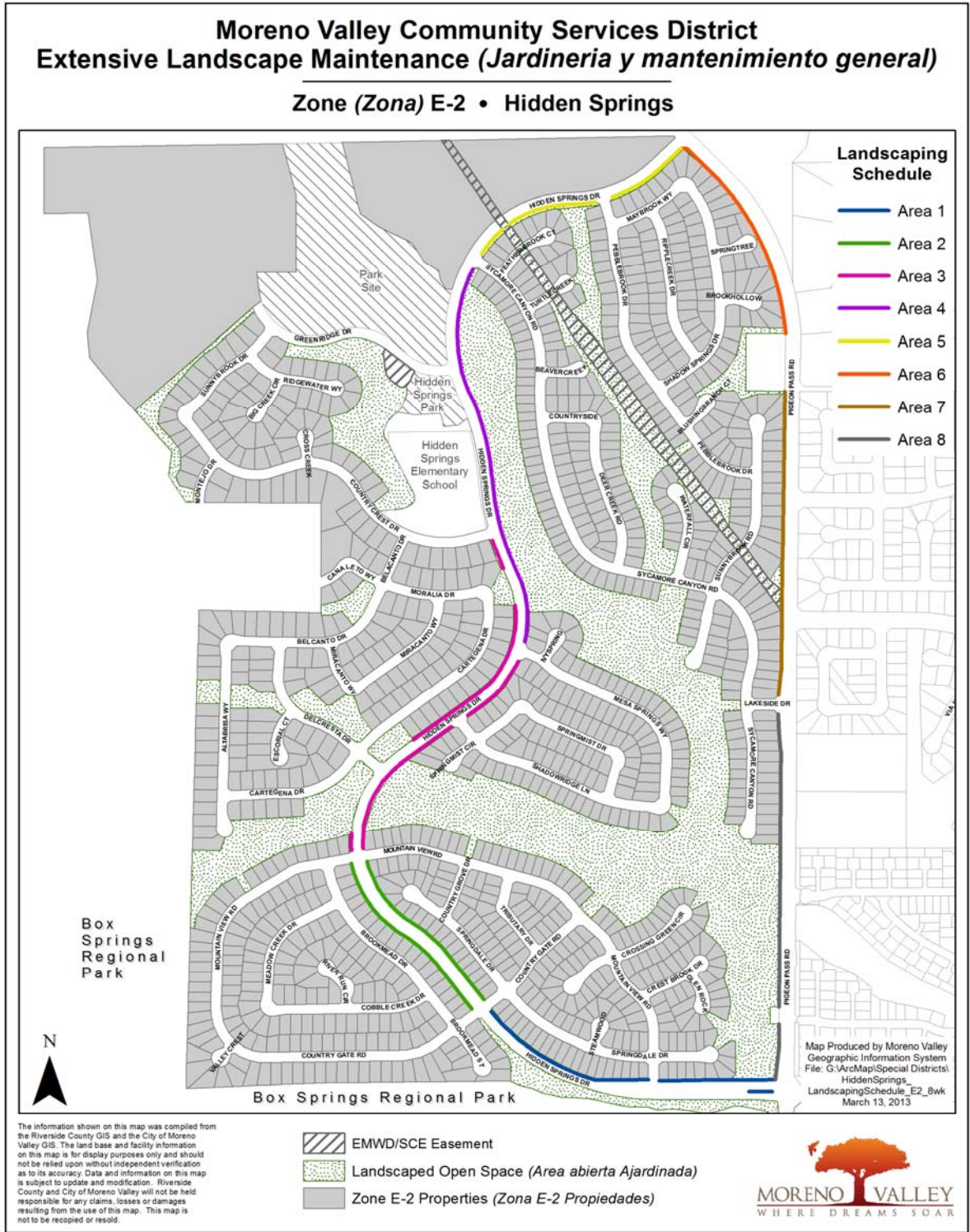
(Sign here)

By signing, I hereby acknowledge review of the aforementioned Frequency of Services and have incorporated reference of the frequencies in the Bid Schedule, including the Optional Bid Schedule, and the proposed monthly and annual schedule sheets for the services to be provided consistent with the terms of this Contract.

**SAMPLE SERVICE SCHEDULES**  
**A. E-2 - 4 WEEK ROTATION (Service Schedule Level 1)**

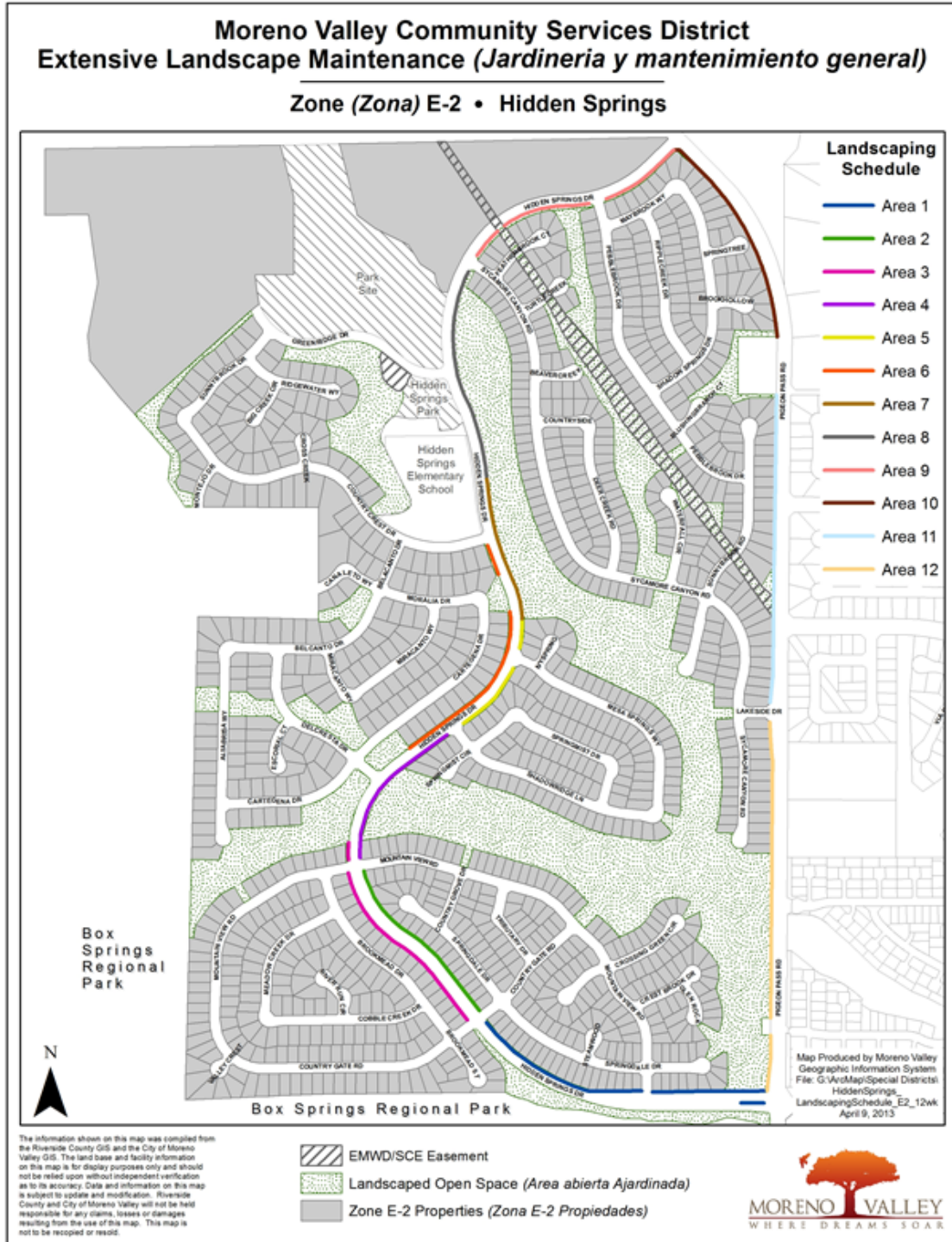


**B. E-2 - 8 WEEK ROTATION (Service Schedule Level 2)**



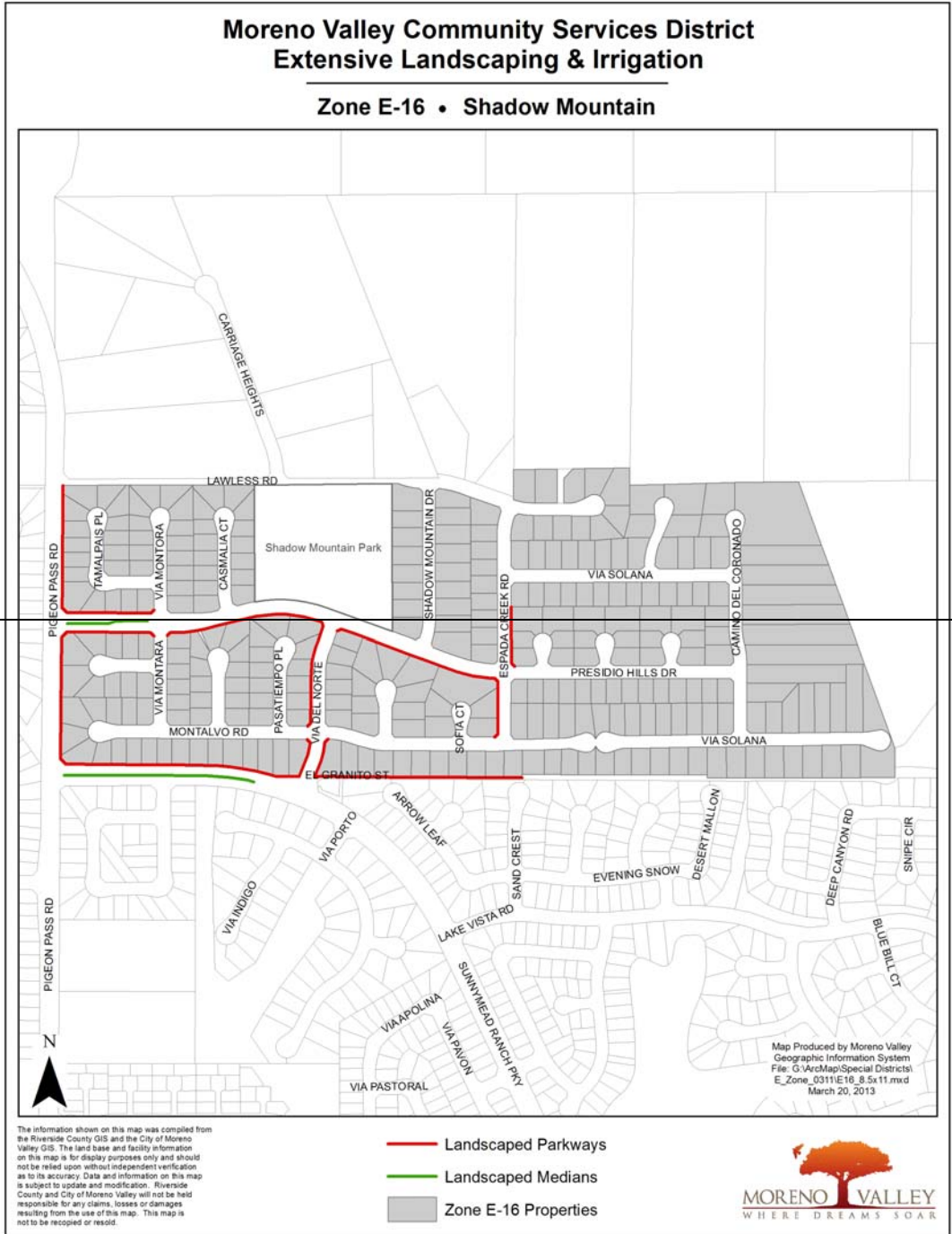


**C. E-2 - 12 WEEK ROTATION (Service Schedule Level 3)**



**D. E-16**

The E 16 area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).



**VII. PROPOSED ANNUAL MATERIAL SCHEDULE**

**A. Fertilizers:**

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
------	-------------------------	-----------------------

**B. Pesticides:**

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
------	-------------------------	-----------------------

## VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

### A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

### B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

**C. Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.



**X. CERTIFICATION OF NON-DISCRIMINATION**

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

DATE \_\_\_\_\_

**XI. PROPOSAL AFFIRMATION**

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and \_\_\_\_\_, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind \_\_\_\_\_ to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT  
(PRINTED), SIGNED AND DATED**

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

DATE \_\_\_\_\_



**I. SCHEDULE II**

BID SCHEDULE

PROPOSER: \_\_\_\_\_  
 (Company Name)

**A. SERVICE SCHEDULES:**

**1. E-2 (Hidden Springs) & ~~E-16 (Shadow Mountain)~~ Parkways & Medians - Current Service – Level 1**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	\$	\$	\$
<del>E-16 LANDSCAPED PARKWAYS &amp; MEDIANS</del>	<del>Planter:118,002 sq. ft.</del>	<del>\$</del>	<del>\$</del>	<del>\$</del>
<b>PARKWAYS &amp; MEDIANS TOTAL</b>		\$	\$	\$

**2. E-2 (Hidden Springs) Open Space (Paseos) - Current Service –Service – Level 4**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	\$	\$	\$
<b>OPEN SPACE (PASEOS)TOTAL</b>		\$	\$	\$

<b>E-2 &amp; <del>E-16</del> Landscaped Parkways &amp; Medians and E-2 Open Space (Paseos) TOTAL AMOUNT OF SERVICE</b>		\$	\$	\$
--	--	----	----	----

**The Total Amount of the Service shall be the combined total cost for twelve (12) months of service based upon the totals in A. 1. E-2 (Hidden Springs) and ~~E-16~~ Parkways and Medians – Service Schedule Level 1 and A. 2 E-2 (Hidden Springs) Open Space (Paseos) –Service Schedule Level 4 as listed on the preceding page:**

Figures: \_\_\_\_\_ and \_\_\_\_\_/100's Dollars

Words: \_\_\_\_\_ and \_\_\_\_\_/100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

**Addendum No(s).** \_\_\_\_\_ **has/have been received and is/are made a part of this proposal.**

\_\_\_\_\_  
(AUTHORIZED SIGNATURE AND TITLE)

\_\_\_\_\_  
(DATE)

**B. OPTIONAL SERVICE LEVELS**

**1. E-2 (Hidden Springs) & E-16 (Shadow Mountain) Parkways & Medians**

• **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	\$	\$	\$
E-16 LANDSCAPED PARKWAYS & MEDIANS	Planter:118,002 sq. ft.	\$	\$	\$

• **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 LANDSCAPED PARKWAYS & MEDIANS	Planter:265,280 sq. ft.	\$	\$	\$
E-16 LANDSCAPED PARKWAYS & MEDIANS	Planter:118,002 sq. ft.	\$	\$	\$

**2. E-2 (Hidden Springs) Open Space (Paseos)**

• **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	\$	\$	\$

PROPOSER: \_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

**OPTIONAL SERVICE LEVELS (Continued)**

**E-2 (Hidden Springs) Open Space (Paseos)**

• **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	\$	\$	\$

• **Service Schedule Level 3 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-2 OPEN SPACE (PASEOS)	Planter:3,308,892 sq. ft.	\$	\$	\$

PROPOSER: \_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

**C. ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Additional Work and Routine Irrigation Repair shall include, but are not limited to, those situations where Additional Work may be required, as referenced in Exhibits A and C.

**UNIT PRICES (Includes all labor and materials)**

- |   |   |                   |    |
|---|---|-------------------|----|
| 1. 1 gal. shrub/vine/ground cover in place    | @ | \$ _____          | ea |
| 2. 5 gal. shrub/vine/ground cover in place    | @ | \$ _____          | ea |
| 3. 5 gal. tree in place (stakes included)     | @ | \$ _____          | ea |
| 4. 15 gal. tree in place (stakes included)    | @ | \$ _____          | ea |
| 5. 24" box tree in place (stakes included)    | @ | \$ _____          | ea |
| 6. 36" box tree in place (guy wires included) | @ | \$ _____          | ea |
| 7. Flat of ground cover in place              | @ | \$ _____          | ea |
| 8. Fertilizer application                     | @ | \$ _____          | ea |
| 9. Planter bed mulch in place                 | @ | \$ _____/cu. yd   |    |
| 10. Additional labor                          | @ | \$ _____/man hour |    |
| 11. Additional Irrigation Technician          | @ | \$ _____/man hour |    |

PROPOSER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

**D. ROUTINE IRRIGATION REPAIR PRICES**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

1. Irrigation repair parts for routine repairs @ cost plus \_\_\_\_\_%
2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.
  - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).  
\$ \_\_\_\_\_/sq. ft./mo.
  - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).  
\$ \_\_\_\_\_/sq. ft./mo.
3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE AND TITLE)

\_\_\_\_\_  
(DATE)

## II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

**TOTAL BASE COMPENSATION AMOUNT** (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

\_\_\_\_\_ (Dollar Amount in Words)

\$ \_\_\_\_\_ (Dollar Amount in Figures)

Date: \_\_\_\_\_

Proposer: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

State License Number and Classification: \_\_\_\_\_

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF \_\_\_\_\_

(Corporate Seal) PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

**III. AFFIRMATION OF PROPOSAL GUARANTEE**

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for \_\_\_\_\_, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated \_\_\_\_\_

Signature of Proposer \_\_\_\_\_

By \_\_\_\_\_

Address of Proposer \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Proposer (\_\_\_\_) \_\_\_\_\_

Names and Addresses of Members of the Company:

\_\_\_\_\_

(If a Corporation)

Signature of Proposer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_



Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

State License Number and Classification

PRESIDENT

SECRETARY

TREASURER

(Corporate Seal)

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**IV. PROPOSAL SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_, as  
principals, and \_\_\_\_\_, a duly  
authorized corporate surety: Business Address \_\_\_\_\_  
\_\_\_\_\_.

Phone ( ) \_\_\_\_\_, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-2 AND ~~E-16~~/13-14 -, HIDDEN SPRINGS (E-2) AND ~~SHADOW MOUNTAIN (E-16)~~ MAINTENANCE OF PARKWAY, MEDIAN & OPEN SPACE LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), as liquidated damages for such failure and neglect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

**SIGNING INSTRUCTIONS**

- 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 attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

**V. NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF )§

(NAME) \_\_\_\_\_, affiant  
being first duly sworn, deposes and says:

That he or she is \_\_\_\_\_ of  
(sole owner, partner or other proper title)

\_\_\_\_\_  
(Contractor)  
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Title)

**ALL SIGNATURES MUST BE NOTARIZED**

**EXHIBIT F: PREVAILING WAGE DETERMINATION**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

**CRAFT: ## LANDSCAPE MAINTENANCE LABORER**

**DETERMINATION:** SC-LML-2008-1

**ISSUE DATE:** February 22, 2008

**EXPIRATION DATE OF DETERMINATION:** December 31, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Hours	Straight-Time Total Hourly Rate	Overtime 1 1/2X Rate
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training			
Imperial	\$8.00	-	-	<sup>a</sup> 0.115	0.17	-	8	<sup>b</sup> 8.285	<sup>b</sup> 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	<sup>c</sup> 0.16	0.17	-	8	<sup>b</sup> 8.33	<sup>b</sup> 12.33
	10.00	-	-	<sup>d</sup> 0.27	0.46	-	8	<sup>b</sup> 10.73	<sup>b</sup> 15.73
Los Angeles	8.00	0.89	-	<sup>e</sup> 0.115	0.14	-	8	<sup>b</sup> 9.145	<sup>b</sup> 13.145
Orange	8.00	-	-	<sup>f</sup> 0.11	0.11	-	8	<sup>b</sup> 8.22	<sup>b</sup> 12.22
Riverside	8.00	-	-	<sup>g</sup> 0.20	0.16	-	8	<sup>b</sup> 8.36	<sup>b</sup> 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	<sup>k</sup> 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	<sup>l</sup> 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	<sup>h</sup> 0.12	0.12	-	8	<sup>b</sup> 8.24	<sup>b</sup> 12.24
	8.00	-	-	<sup>i</sup> 0.13	0.13	-	8	<sup>b</sup> 8.26	<sup>b</sup> 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	<sup>j</sup> 0.19	0.26	-	8	<sup>b</sup> 11.42	<sup>b</sup> 15.42

## Craft is not apprenticeable.

**NOTE:** If there are two rates, the first rate is for routine work, the second rate is for complex work.

<sup>a</sup> \$0.22 after 3 years of service.

<sup>f</sup> \$0.22 after 4 years of service.

<sup>b</sup> Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

<sup>g</sup> \$0.40 after 3 years of service.

<sup>h</sup> \$0.23 after 2 years of service.

<sup>i</sup> \$0.27 after 2 years of service.

<sup>c</sup> \$0.31 after 2 years of service.

<sup>j</sup> \$0.38 after 3 years of service.

<sup>d</sup> \$0.54 after 2 years of service: \$0.81 after 3 years of service.

<sup>k</sup> \$0.29 after 2 years of service.

<sup>e</sup> \$0.24 after 3 years of service: \$0.37 after 7 years of service.

<sup>l</sup> \$0.31 after 2 years of service.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**EXHIBIT G: MONTHLY LANDSCAPE SERVICES REPORT FORM**

PROJECT NO. \_\_\_\_\_ MONTHLY LANDSCAPE SERVICES REPORT  
 MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF \_\_\_\_\_, 20\_\_\_\_

<u>MAINTENANCE</u> • DATE(S) • AREA • <u>SERVICE TYPE:</u> MOW/EDGE TRIM/PRUNE-  WEED LITTER- IRRIGATION ETC.	<u>FERTILIZER</u> • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	<u>PESTICIDES</u> • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	<u>COMPLAINTS</u> • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	<u>HAZARDS</u> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

**EXHIBIT H: WEEKLY IRRIGATION REPORT FORM**

**WEEKLY IRRIGATION REPORT**  
**MORENO VALLEY COMMUNITY SERVICES DISTRICT** FOR MONTH OF \_\_\_\_\_, 20\_\_\_\_

CONTROLLER NO. \_\_\_\_\_

STATION NO. \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

	<u>DATE(S) CHECKED</u>	<u>PROBLEM(S) IDENTIFIED</u>	<u>CORRECTIVE ACTIONS</u> <ul style="list-style-type: none"> <li>• DATE CORRECTED</li> <li>• CORRECTIVE ACTION DETAILS</li> </ul>	<u>HAZARDS</u> <ul style="list-style-type: none"> <li>• DATE(S) NOTED</li> <li>• AREA</li> <li>• HAZARD TYPE</li> <li>• MVCSD NOTIFIED</li> <li>• DATE MVCSD NOTIFIED</li> <li>• DATE CORRECTED</li> </ul>
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

-1023-

Item No. B.3

**EXHIBIT I: GREENWASTE REPORT FORM**  
**MORENO VALLEY COMMUNITY SERVICES DISTRICT**  
**-MONTHLY GREENWASTE REPORT-**  
**FOR**

MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_

1. Source of greenwaste (Project No./Location): \_\_\_\_\_  
\_\_\_\_\_

2. Amount of greenwaste generated from above source (by weight):  
\_\_\_\_\_ LBS. -or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

- Company Name: \_\_\_\_\_

- Address: \_\_\_\_\_  
\_\_\_\_\_

- Phone Number: (\_\_\_\_\_) \_\_\_\_\_

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):

\_\_\_\_\_ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

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

6. Number of times turf mowed this month: \_\_\_\_\_

7. Number of times turf mowed without clippings caught: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_



**MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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**MINUTES - REGULAR MEETING OF JUNE 25, 2013 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** July 9, 2013

**TITLE:** PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2013-14

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### **RECOMMENDED ACTION**

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year 2013-14.
2. Adopt Resolution No. 2013-25, approving the Fee Schedule for Fiscal Year 2013-14.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

The Finance Sub-Committee of the City Council recommends that the City Council adopt the proposed resolution approving the Fee Schedule for Fiscal Year 2013-14.

### **BACKGROUND**

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by

the City Council in 1999, and which has continued to the present, is to adjust user fees each year based on the year-over-year change in the Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure.

### **DISCUSSION**

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;
2. Deleting certain fees that are no longer applicable;
3. Moving a certain fee from one department/program to another to reflect changes in program oversight;
4. Revising a fee description to more accurately reflect the nature of the service provided;
5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and
6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All fees have been increased by the growth in the Consumer Price Index (CPI) with the exception of any new fees created after November 2, 2010. With the passage of Proposition 26, fees created after November 2, 2010, cannot be increased automatically by CPI. Fees subject to this provision are identified with "See Note 1" in the comment section of the Fee Schedule. If fees were increased by some other factor or if divisions requested that fees not be increased by CPI, a comment will be shown in the comments column identifying this activity. All proposed fee additions, deletions or revisions other than those resulting from the application of the CPI factor have been identified in red text and

the description of the modification will be shown in the comments column to make them more easily identifiable.

The increase in the CPI applied to existing fees is 2.0%. This factor was developed from data released by the Bureau of Labor Statistics (BLS) for the Los Angeles-Riverside-Orange County region and reflects the average growth in the CPI over the twelve month period of December 2011 through November 2012. A twelve month average was used to reduce the impact from spikes that may occur during any given month.

Other revisions to the fee schedule include the following:

### **Administrative Services**

The fees related to dog adoption were left unchanged. This is based on the direction of the City Council to maintain dog adoption fees at levels consistent with other jurisdictions.

### **Community and Economic Development Department / Building and Safety Division**

- The following fees were not increased by CPI but were set to match the fully burdened average hourly rate:
  - Demand Letter
  - Updated Demand Letter
  - Replacement Lien Release
  
- The following new fees were added:
  - Replacement Job Card
  - Transfer of Issued Permit to New Applicant with Job Card
  - Special Inspector Registration
  - Address Assignment
  - Alternate Means, Methods or Materials Review
  - Counter Plan Check/Site Plan Approval
  - Plan Check (Accessibility, Green Code & Energy Code)
  - Plan Check Solar SV System
  - Plan Check/Permit Extension
  - Revision of Approved Plans
  - Inspections (Accessibility, Green Code, & Energy Code)
  - Training Surcharge (AB 717)
  - Document Archive
  - Technology Maintenance Fee

### **Community and Economic Development Department / Land Development Division**

Fees which represent the cost of the review process performed by both Land Development and Planning staff have been consolidated. This activity does not result in any increase in cost to the developers. The specific fees that will be consolidated are:

- Lot Line Adjustment
- Certificate of Parcel Merger
- Certificate of Compliance
- Conditional Certificate of Compliance
- Parcel Map Residential & Commercial
- Amended Parcel Map Residential & Non-Residential
- Amended Tract Map
- 4<sup>th</sup> and Subsequent Reviews
- Subdivisions & Custom Homes
- Tract Maps & Non-Subdivisions
- Revisions (Mass/Rough Grading Plans)
- Stockpile/Borrow Site Plans
- Revisions (Stockpile/Borrow)
- Precise Grading Plan Check Parcel Maps
- Precise Grading Plan Check Tract Maps
- Precise Grading Plan Non-Subdivisions
- Precise Grading Plan Revisions (Precise Grading Plans)
- Added NPDES Construction Inspection Invoice Processing Fee
- Added NPDES Business Inspection Invoice Processing Fee
- Advanced Energy categories have been expanded to better represent potential future street light installations.

### **Community and Economic Development Department / Planning Division**

- The “Fully Burdened Hourly Rate” is being increased from \$168.00 to \$176.00.
- Fees have been recalculated to capture the cost of the review process performed by Building & Safety and Special Districts Division staff. These services have been provided in the past but were not included in the fee calculation that was charged. Specific fees that will be increased to include these cost components:
  - Conditional Use Permit
  - Conditional Use Permit Amended CUP/Substantial Conformance
  - Custom Home Review
  - Environmental Review-Expanded Initial Study/Expanded Project Review
  - Plot Plan
    - § With Hearing
    - § Without Hearing (notice)
    - § Without Hearing (no notice)
    - § Amended Plot Plan/Substantial Conformance
  - Temporary Use Permits
- Added DIF Processing Fee



## **Financial & Management Services Department / Special Districts Division**

Added a notation that Mail Ballot/Special Elections Processing fees will include any associated 3<sup>rd</sup> party costs.

### **Fire**

- The following fees are being added:
  - Alarm-Fire Monitoring (Plan Check & Inspection)
  - Photovoltaic Systems (Plan Check & Inspection)
  - Hazardous Materials (Plan Check & Inspection)
  - Welding & Cutting (Plan Check & Inspection)
  - Multi-Family Housing Residential Inspection (This fee has been reviewed and approved by the Public Safety Sub-Committee)

### **Parks & Community Services**

- The following fees are being added:
  - Athletic Field Lighting – Adult Groups at Moreno Valley Community Park
  - Over 4 Hour Play – Field Preparation Weekends
  - Golf Course:
    - § Adult 18 Holes Twilight Rate (after 2PM)
    - § Adult 9 Holes Twilight Rate (after 2PM)
    - § Seniors 55 & Over 18 Holes Twilight Rate (after 2PM)
    - § Seniors 55 & Over 9 Holes Twilight Rate (after 2PM)
    - § Students Under 18 -18 Holes Twilight Rate (after 2PM)
    - § Students Under 18 - 9 Holes Twilight Rate (after 2PM)
    - § Students Under 18 -18 Holes (Weekends, Holiday, Tournament)
    - § Students Under 18 - 9 Holes (Weekends, Holiday, Tournament)
    - § Replay for Additional 9 Holes
    - § Punch Cards
      - Adults, Seniors & Students
        - Ten 9-Hole Rounds (Any Day)
        - Ten 18-Hole Rounds (Mon-Fri)
        - Ten 18-Hole Rounds (Any Day)
  - Facility Rental
    - § Fees have been added for the Cottonwood Banquet Room
- The following fees are being deleted:
  - Locker Rentals
  - Youth After School Cards
  - Monthly Cards: Family of 4

### **Police**

- The following fees are revised to match the current contract:
  - Police Services at Public Event
    - § Police Sergeant
    - § Police Officer

§ Community Services Officer

- The following fees are being revised to reflect the current Business & Professions Code
  - Second Hand Dealers License (Initial & Renewal)

**Public Works Department / Maintenance & Operations Division**

Public Works Department, Maintenance & Operations Division, Solid Waste & Recycling Program is proposing an ordinance to institute illegal hauling prohibitions which will result in the need for additional fees to be included in the FY13/14 Fee Schedule. The following fees are related to the costs for the City's franchise waste hauler to haul and store illegal bins for a maximum of 30 days:

- Confiscation of Bin
  - Hauling & Disposal
  - Storage

**Fee Schedule Implementation**

The proposed updates to the Fee Schedule will occur in a two-cycle process. Non-development related fees become effective on Monday, July 15, 2013. Development related fees will become effective Monday September 9, 2013. Development related fees would be considered fees related to Planning, Building & Safety, Land Development, Special Districts and Fire. This will meet the 60 day waiting period required by the Government Code Section 66016-17 for development related fees.

**ALTERNATIVES**

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Proposed Resolution, approving the proposed Fee Schedule for FY 2013-14.
2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Proposed Resolution.
3. Provide staff with further direction.

Staff recommends Alternative No. 1.

**FISCAL IMPACT**

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2013-14, these revenues are projected to be approximately \$13 million, which includes the General Fund and various zones in the Community Services District (CSD).

## **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**

It has been City Council's policy to adjust user fees annually to reflect changes in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased by 2.0% in the past year and most fees have been adjusted to reflect this increase. Other fee adjustments are recommended, where appropriate, to better reflect the City's actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is anticipated that a new fee cost study will be conducted during Fiscal Year 2014 after the completion of a new cost allocation plan. This will provide accurate overhead cost allocation rates which will reflect the current organization structure and activity levels to ensure that full cost recovery is achieved by the City's fee structure. It is recommended that City Council adopt the Proposed Resolution approving the Fee Schedule for FY 2013-14.

## **NOTIFICATION**

The City Council meeting of July 9, 2013, has been properly noticed as a Public Hearing to consider the proposed FY 2013-14 Fee Schedule.

## **ATTACHMENTS**

Attachment 1: Proposed Resolution

Attachment 2: PowerPoint

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

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

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RESOLUTION NO. 2013-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2013-14 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

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

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.
2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.
3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

1  
Resolution No. 2013-25  
Date Adopted: July 9, 2013

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 15, 2013 for fees considered to be non-development related and September 9, 2013 for fees considered to be development related.

APPROVED AND ADOPTED this 9<sup>th</sup> day of July, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

2  
Resolution No. 2013-25  
Date Adopted: July 9, 2013

**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. 2013-25 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

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Resolution No. 2013-25  
Date Adopted: July 9, 2013

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**City of Moreno Valley**  
**Schedule of City Fees, Charges and Rates**  
 Fiscal Year 2013-14

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**Item No. E.1**

**Section 1 - Administrative Services**

**Animal Services**

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Adoption Fee (Does not include the cost for spay/neuter)				
Dogs	Each	\$ 31.00	\$ 31.00	NO CHANGE
Cats	Each	\$ 20.00	\$ 20.00	
Rabbit, Hamsters and Guinea Pigs	Each	\$ 10.00	\$ 10.00	
Other Animals *	Each	\$ 10.00	\$ 10.00	
* Fee for "Other Animals" not to exceed the fair market price				
Deposits (Refundable)				
Rabies Vaccination	Each	\$ 20.00	\$ 20.00	
Spay & Neuter	Each	\$ 75.00	\$ 75.00	
Owner Relinquishment				
Dog/Cat*	Each	\$ 23.00	\$ 23.00	
Dog/Cat-Litter*	Each	\$ 23.00	\$ 23.00	
Other Domestic*	Each	\$ 10.00	\$ 10.00	
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines				
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population				
Owner Requested Companion Pet Euthanasia				
Small/Medium (0-50 lbs)	Each	\$ 23.00	\$ 23.00	
Medium/Large (> 50 lbs )	Each	\$ 27.00	\$ 28.00	
Litter (up to 8)	Each	\$ 23.00	\$ 23.00	
Litter (each add'l >8)	Each	\$ 2.00	\$ 2.00	
Deceased Animal Disposal				
Small/Medium (0-50 lbs)	Each	\$ 18.00	\$ 18.00	
Medium/Large (51+ lbs)	Each	\$ 23.00	\$ 23.00	
Animal Redemption				
1st Impound	Per Animal	\$ 26.00	\$ 27.00	
2nd Impound	Per Animal	\$ 52.00	\$ 53.00	
3rd Impound	Per Animal	\$ 78.00	\$ 80.00	
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *	
Small Livestock **	Per Animal	\$ 30.00	\$ 31.00	
Large Livestock **	Per Animal	\$ 60.00	\$ 61.00	
Other (birds, reptiles, etc)	Per Animal	\$ 20.00	\$ 20.00	
* Impound fee will increase by \$50 for each additional occurrence. For example the 4th occurrence would be \$125, the 5th occurrence would be \$175 etc.				
** Trailering Fee		\$ 60.00	\$ 61.00	
		+ actual cost for ACO	+ actual cost for ACO	

**Section 1 - Administrative Services**

**Animal Services**

Boarding

	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
Dogs, Cats & Other	Per Day	\$ 6.00	\$ 6.00	
Small Livestock	Per Day	\$ 8.00	\$ 8.00	
Large Livestock	Per Day	\$ 11.00	\$ 11.00	
Other Small Animals	Per Day	\$ 5.00	\$ 5.00	
Special handling fee (Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured animals.)	Per Animal	\$ 21.00	\$ 21.00	
Re-inspection Fee (Failed compliance on confinement/property inspections)	Per Inspection	\$ 51.00	\$ 52.00	

Licensing

Dog (altered)	1 year	Each	\$ 15.00	\$ 15.00
	2 year	Each	\$ 26.00	\$ 27.00
	3 year	Each	\$ 33.00	\$ 34.00
Dog (unaltered)	1 year	Each	\$ 51.00	\$ 52.00
	2 year	Each	\$ 82.00	\$ 84.00
	3 year	Each	\$ 103.00	\$ 105.00
Licensing (cont)	Potentially Dangerous/Vicious	Each	\$ 103.00	\$ 105.00
	Economic Hardship* (altered only)	Each	\$ 6.00	\$ 6.00

\*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.

Late Fee	Each	\$ 20.00	\$ 20.00
Transfer Fee	Each	\$ 6.00	\$ 6.00
Lost Tag Replacement	Each	\$ 6.00	\$ 6.00

Kennel

Class I Dog	1 year	Each	\$ 134.00	\$ 137.00
	2 year	Each	\$ 196.00	\$ 200.00
Class II Dog	1 year	Each	\$ 201.00	\$ 205.00
	2 year	Each	\$ 261.00	\$ 266.00
Cattery	1 year	Each	\$ 134.00	\$ 137.00
	2 year	Each	\$ 196.00	\$ 200.00
Late Fee			\$ 64.00	\$ 65.00

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**Item No. E.1**

**Section 1 - Administrative Services**

**Item No. E.1**

**-1044-**

**Animal Services**

Other Services

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Dog DA2PP Vaccination *	Each	\$ 10.00	\$ 10.00	
Cat FVRCP Vaccination **	Each	\$ 10.00	\$ 10.00	
Bordatella Vaccination	Each	\$ 10.00	\$ <b>10.00</b>	<b>See Note 1</b>
Microchip (Owner to pay AKC registration fee)	Each	\$ 16.00	\$ 16.00	

\* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1 )

\*\* FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

Trap Rental

Cat

Trap Rental	per Week	\$ 12.00	\$ 12.00	NO CHANGE
Refundable Deposit		\$ 50.00	\$ 50.00	NO CHANGE

Dog

Trap Rental	per Week	\$ 21.00	\$ 21.00	NO CHANGE
Refundable Deposit		\$ 150.00	\$ 150.00	NO CHANGE

Requests for Information

Pet Identification Tags	per Page	\$ 0.20	\$ 0.20	
	Each	\$5.50 - \$7.50	\$5.50 - \$7.50	

Surcharges

Unlicensed Animal	Each	\$ 15.00	\$ 15.00	
Un-altered Animal	Each	\$ 15.00	\$ 15.00	
Out-of-area Service Request (for non-residents)	Each	\$ 26.00	\$ 27.00	
Un-altered Kennel/Cattery	Each	\$ 52.00	\$ 53.00	
Owner Field Service Request	Each	\$ 15.00	\$ 15.00	
After Hours Emergency Field Response	Each	\$ 21.00	\$ 21.00	

# Section 1 - Administrative Services

## Animal Services

Municipal Code Reference	Violation	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
		Offenses within a 36 month period			
			1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag		\$50.00	\$100.00	\$200.00
10.02.020 B	Failure to Vaccinate for Rabies		\$50.00	\$100.00	\$200.00
10.02.040	Failure to License Kennel/Cattery		\$100.00	\$200.00	\$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense		\$100.00	\$200.00	\$500.00
10.02.130 A-G	Animal Cruelty-Major Offense		\$200.00	\$500.00	
10.02.090 N	Animal Abandonment		\$100.00	\$200.00	\$500.00
10.02.080 A,B	Animal at Large-Altered		\$50.00	\$100.00	\$200.00
10.02.080 A,B	Animal at Large-Unaltered		\$100.00	\$200.00	\$500.00
10.02.080 E	Animal at Large-Threat to Public Safety		\$200.00	\$500.00	\$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)		\$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements		\$100.00	\$200.00	\$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals		\$500.00	\$500.00	(plus removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information		\$100.00	\$200.00	\$500.00
10.02.110	Barking Dog		\$100.00	\$200.00	\$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment		\$100.00	\$200.00	\$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees		\$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation		\$50.00	\$100.00	\$200.00
122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)		\$50.00	\$200.00	\$500.00

\* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

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**Item No. E.1**

**Section 1 - Administrative Services**

**Item No. E.1**

**-1046-**

**Library**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Replacement Library Card	Each	\$ 2.00	\$ 2.00	
Inter-Library Loan Overdue	per Day	\$ 2.00	\$ 2.00	
Floppy Disks (blank)	Each	\$ 1.00	\$ 1.00	
Flash Drives & Earbuds	Each	Actual Cost		
Replacement Bar Code	Each	\$ 1.00	\$ 1.00	
Account Printout	per Page	\$ 0.20	\$ 0.20	
Printing - Black & White	per Page	\$ 0.20	\$ 0.20	
Printing - Color	per Page	\$ 0.75	\$ 0.75	
Copies - Black & White	per Page	\$ 0.15	\$ 0.15	
<b><u>Faxes</u></b>				
Send/Receive Public Faxes - Local	per Page	\$ 1.00	\$ 1.00	
Domestic Long Distance Faxes	per Page	\$ 2.00	\$ 2.00	
International Long Distance Faxes	per Page	\$ 3.00	\$ 3.00	
Exam Proctoring	per Exam	\$ 15.00	\$ 15.00	
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	\$ 10.00	\$ 10.00	
* Except for uncataloged paperbacks, no processing fee				
<b><u>Fines</u></b>				
<b><u>Overdue Books</u></b>				
Adult	per Item per Day	\$ 0.50	\$ 0.50	
Children	per Item per Day	\$ 0.25	\$ 0.25	
Overdue Videos, Kits & Book Club Bags	per Item per Day	\$ 1.00	\$ 1.00	
Overdue CDs	per Item per Day	\$ 0.50	\$ 0.50	
Overdue Audiocassettes	per Item per Day	\$ 0.50	\$ 0.50	

**Section 2 - City Clerk**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Agenda Subscription	per Year	\$ 106.00	\$ 108.00	
Certification of Public Records	Each	\$ 6.00	\$ 6.00	
Minutes Subscription	per Year	\$ 106.00	\$ 108.00	
Municipal Code and Code Supplements	per Page	\$ 0.20 +mailing costs	\$ 0.20 +mailing costs	
Nomination Papers Filing Fee	Each	\$ 25.00 Pursuant to §10228 of the CA Elections Code	\$ 25.00 Pursuant to §10228 of the CA Elections Code	
Notice of Intent Filing Fee	Each	\$ 200.00 Pursuant to § 9202 of the CA Elections Code	\$ 200.00 Pursuant to § 9202 of the CA Elections Code	
Audio Tape Recordings of Council Meetings	per Tape	\$ 2.00	\$ 2.00	
Fair Political Practices Commission (FPPC)	per Page	\$ 0.10	\$ 0.10	

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**Item No. E.1**

Section 3 - City Manager

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<u>Cable TV Administration and Production</u>				
Video Recordings of Council Meetings	per Tape	\$ 6.00	\$ 6.00	
Recordings of Council Meetings on DVD	per DVD	\$ 2.00	\$ 2.00	
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	\$ 2.00	\$ 2.00	



## Section 4 - Community & Economic Development

<u>Building and Safety</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Water Heater Permit	Each	\$ 60.00	\$ 60.00	
Water Heater Permit Re-inspection	Each	\$ 60.00	\$ 60.00	
<b>Residential Tract Unit</b>				
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:				
1 Story Permit				
<= 1,400 sq ft		\$ 471.00	\$ 480.00	
> 1,400 sq ft	per 50 sq ft	\$ 7.38	\$ 7.53	
1 Story Plan Check				
<= 1,400 sq ft		\$ 667.00	\$ 680.00	
> 1,400 sq ft	per 50 sq ft	\$ 6.78	\$ 6.92	
1.5 Story Permit				
<= 1,400 sq ft		\$ 545.00	\$ 556.00	
> 1,400 sq ft	per 50 sq ft	\$ 8.32	\$ 8.49	
1.5 Story Plan Check				
<= 1,400 sq ft		\$ 824.00	\$ 840.00	
> 1,400 sq ft	per 50 sq ft	\$ 8.93	\$ 9.11	
2 Story Permit				
<= 1,400 sq ft		\$ 662.00	\$ 675.00	
> 1,400 sq ft	per 50 sq ft	\$ 9.24	\$ 9.42	
2 Story Plan Check				
<= 1,400 sq ft		\$ 824.00	\$ 840.00	
> 1,400 sq ft	per 50 sq ft	\$ 8.93	\$ 9.11	
Identical Unit Plan Check Site Plan Approval Tract Only	per Unit	\$ 91.00	\$ 93.00	

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**Item No. E.1**

**Section 4 - Community & Economic Development**

**Item No. E.1**

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<u>Building and Safety</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b>Structural Alterations-Plan Check-Per Option</b>				
1 Story				
<= 1,400 sq ft		\$ 386.00	\$ 394.00	
> 1,400 sq ft	per 50 sq ft	\$ 3.10	\$ 3.16	
1.5 Story				
<= 1,400 sq ft		\$ 407.00	\$ 415.00	
> 1,400 sq ft	per 50 sq ft	\$ 4.62	\$ 4.71	
2 Story				
<= 1,400 sq ft		\$ 407.00	\$ 415.00	
> 1,400 sq ft	per 50 sq ft	\$ 4.62	\$ 4.71	
<b>Non-Structural Alterations-Plan Check-Per Option</b>				
1 Story				
<= 1,400 sq ft		\$ 162.00	\$ 165.00	
> 1,400 sq ft	per 50 sq ft	\$ 1.54	\$ 1.57	
1.5 Story				
<= 1,400 sq ft		\$ 201.00	\$ 205.00	
> 1,400 sq ft	per 50 sq ft	\$ 2.15	\$ 2.19	
2 Story				
<= 1,400 sq ft		\$ 201.00	\$ 205.00	
> 1,400 sq ft	per 50 sq ft	\$ 2.15	\$ 2.19	

**Building Permit Fees**

1997 Uniform Administrative Code fees

**Building Plan Check Fees**

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

## Section 4 - Community & Economic Development

<u>Building and Safety</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Electrical Permit Fees</u></b>				
1997 Uniform Administrative Code fees				
<p>Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.</p>				
<b><u>Electrical Plan Check Fees</u></b>				
<p>Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.</p>				
<b><u>Mechanical Permit Fees</u></b>				
1997 Uniform Administrative Code fees				
<p>Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.</p>				
<b><u>Mechanical Plan Check Fees</u></b>				
<p>Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.</p>				
<b><u>Plumbing Permit Fees</u></b>				
1997 Uniform Administrative Code fees				
<p>Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.</p>				
<b><u>Plumbing Plan Check Fees</u></b>				
<p>Whenever plumbing plans are required by the Building Official, plan check fees shall be equal to the (100%) and shall be paid at the time of submitting plans, excluding the permit fee.</p>				
<b><u>Pool and Spa Permit Fees</u></b>				
1997 Uniform Administrative Code				

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**Item No. E.1**

**Section 4 - Community & Economic Development**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Building and Safety</u></b>				
<b><u>Pool and Spa Plan Check Fees</u></b>				
Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.				
Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.				
<b><u>Miscellaneous Fees</u></b>				
Minimum Permit Fee	Each	\$ 154.00	\$ 157.00	
Permit Issuance	Fee	\$ 33.00	\$ 34.00	
<b><u>Investigation Fees</u></b>				
For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.				
Research/ Administration Fee				
First 15 minutes		No charge		
Each additional 30 minutes or fraction thereof		\$ 77.00	\$ 79.00	
Re-inspection fees approved by the Building Official	per Hour	\$ 154.00	\$ 157.00	
Inspections for which no fee is specifically identified	per Hour	\$ 154.00	\$ 157.00	
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	\$ 154.00	\$ 157.00	
Inspection outside of normal business hours (2 hr min)	per Hour	\$ 154.00 *	\$ 157.00 *	
* Or the fully burdened hourly rate cost to the City, whichever is greater				

## Section 4 - Community & Economic Development

<u>Building and Safety</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	\$ 154.00	\$ 157.00	
Certificate of Occupancy Inspection	Each	\$ 185.00	\$ 189.00	
Temporary Certificate of Occupancy Up to and including first 30 days Each subsequent 30 day period (Due in Advance)		No Charge	No Charge	Note 1
		\$ 616.00	\$628.00	Note 1 (DEPT REQUESTED)
Demand Letter (1 hr min)	per Hour	\$ 154.00	\$157.00	Actual time spent Note 1 (DEPT REQUESTED)
Updated Demand Letter (30 minute min)	per Hour	\$ 154.00	\$157.00	Actual time spent Note 1 (DEPT REQUESTED)
Lien Release - Initial Preparation		No Charge	No Charge	Note 1
Replacement Lien Release within 60 days of initial preparation		\$ 77.00	\$79.00	Note 1 (DEPT REQUESTED)
more than 60 days from initial preparation		\$ 154.00	\$157.00	Note 1 (DEPT REQUESTED)
Replacement Job Card			\$39.25	NEW
Transfer of Issued Permit to New Applicant with Job Card			\$39.25	NEW
Special Inspector Registration Initial Registration			\$39.25	NEW
Renewal/ Addition of Certification			\$15.70	NEW
Address Assignment 1st Assignment (min 30 minute)			\$78.50	NEW
2nd through 10th (add)			\$78.50	NEW
Each Additional (add)			\$39.25	NEW
Alternate Means, Methods or Materials Review	DEPOSIT		\$628.00	Actual charge is "fully burdened" rate charge NEW
Counter Plan Check/Site Plan Approval (min 15 minutes)	per Hour		\$157.00	NEW
Plan Check Accessibility			10% of Plan Check Fee	NEW
Green Code			10% of Plan Check Fee	NEW
Energy Code			10% of Plan Check Fee	NEW
Plan Check Solar PV System			\$106.50	NEW
Plan Check/Permit Extension			\$15.70	NEW
Revision of Approved Plans (min 1 hour)	per Hour		\$157.00	NEW
Inspections				

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**Item No. E.1**

**Section 4 - Community & Economic Development**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Building and Safety</u></b>				
Accessibility			10% of Inspection Fee	NEW
Green Code			10% of Inspection Fee	NEW
Energy Code			10% of Inspection Fee	NEW
Training Surcharge (AB 717)			\$3.40	NEW
Document Archive Fee				
No Plan Check Documents	per Permit		\$3.40	NEW
With Plan Check Documents	per Permit		10% of Plan Check Fee	NEW
Technology Maintenance Fee			\$3.40	NEW
Construction Valuation Will Be Based on the Latest ICC Valuation Table				

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

## Section 4 - Community & Economic Development

<u>Code and Neighborhood Services</u>	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Re-inspection Fee for Failed Compliance	Each	\$ 188.00		\$ 192.00	
Nuisance Abatement Administrative Fee					
Level 1 (4 hrs or less)	Each	\$ 250.00		\$ 255.00	
Level 2 (more than 4 hrs)	Hourly	\$ 92.00		\$ 94.00	
Removal of Signs in Right-of-Way					
Sign Removal	Each	\$ 26.00		\$ 27.00	
Surcharge on signs requiring special equipment or additional labor to remove	Each	\$ 55.00	or actual cost of removal whichever is greater	\$ 56.00	or actual cost of removal whichever is greater
Lost or Stolen Parking Ticket Recovery	Each	\$ 11.00		\$ 11.00	
Drive-off Parking Violation	Each	\$ 18.00		\$ 18.00	
Department of Motor Vehicle (DMV) Hold	Each	\$ 10.00	or current DMV rate	\$ 10.00	
Certificate of Correction		\$ 147.00		\$ 150.00	
Rotational Tow Service Program					
Application	Each	\$ 2,939.00		\$2,998.00	
Agreement	Deposit	\$ 5,000.00	Actual charge is "fully burdened" rate charge	\$5,000.00	Actual charge is "fully burdened" rate charge
Rotational Tow Vehicle Release Fee	Each	\$ 77.00		\$ 79.00	
Demand Letter (1 hr min)	per Hour	\$ 154.00	Actual time spent	\$154.00	Actual time spent
Updated Demand Letter (30 minute min)	per Hour	\$ 154.00	Actual time spent	\$154.00	Actual time spent
Lien Release - Initial Preparation		No Charge		No Charge	
Replacement Lien Release					
within 60 days of initial preparation		\$ 77.00		\$77.00	
more than 60 days from initial preparation		\$ 154.00		\$154.00	

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

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**Section 4 - Community & Economic Development**

**Land Development**

**LEGAL AND OTHER DOCUMENTS**

*Fee Includes Three (3) Reviews, Unless Otherwise Noted*

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Lot Line Adjustment	Each	\$ 973.00	\$ 1,168.00	SEE NOTE 2
Certificate of Parcel Merger	Each	\$ 973.00	\$ 1,168.00	SEE NOTE 2
Certificate of Correction	Each	\$ 488.00	\$ 498.00	
Certificate of Compliance	Each	\$ 788.00	\$ 980.00	SEE NOTE 2
Conditional Certificate of Compliance	Each	\$ 1,224.00	\$ 1,424.00	SEE NOTE 2

**Street Vacation**

Summary	Each	\$ 1,184.00	\$ 1,208.00
Full	Each	\$ 3,930.00	\$ 4,009.00

**Condemnation**

Initial Processing Deposit	Deposit	\$ 5,000.00	\$ 5,000.00
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	\$ 5,000.00 Amount determined by City Engineer. Not to exceed total City cost.	\$ 5,000.00 Amount determined by City Engineer. Not to exceed total City cost.

**Document Review and Processing**

Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, partial Security Reduction, etc) (For 2 Reviews)	Each	\$ 782.00	\$ 798.00
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.
Public Improvement Agreement (Extension)	Each	\$ 914.00	\$ 932.00
Security Release/Exoneration	Each	\$ 1,760.00	\$ 1,795.00
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer



## Section 4 - Community & Economic Development

### Land Development

#### MAP CHECKING

*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Parcel Map <del>Residential and Tract Map</del>	Each <del>per Lot</del>	\$ 4,011.00 <del>\$ 42.00</del>	+	\$ 4,771.00	SEE NOTE 2 DELETE
Parcel Map Non-Residential	Each	\$ 4,011.00	+	\$ 5,108.00	SEE NOTE 2
Tract Map	Each per Lot	\$ 4,011.00 \$ -	+	\$ 5,108.00 \$ 43.00	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 197.00		\$ 289.00	SEE NOTE 2
Amended Map Residential	Each	\$ 2,241.00		\$ 2,966.00	SEE NOTE 2
Amended Map Non-Residential	Each	\$ 2,241.00		\$ 3,303.00	SEE NOTE 2
Amended Tract Map	Each	\$ 2,241.00		\$ 3,303.00	SEE NOTE 2
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 197.00		\$ 289.00	SEE NOTE 2
Reversion to Acreage	Each	\$ 1,699.00		\$ 1,733.00	
Monument Review Field		5% of Bond or \$415 min		5% of Bond or \$415 min	
Survey Monument Restoration (Two Reviews, Per Set)	Each	\$ 267.00		\$ 272.00	

#### IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)

*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

<= \$100,000 of Engineer's estimate Plus		4.00%	+	4.00%	+
\$100,001-\$250,000 of Engineer's estimate Plus		3.00%	+	3.00%	+
> \$250,000 of Engineer's estimate		2.50%		2.50%	
On-site Improvements (For non-single family residential, based on Engineer's estimate)		1.00%		1.00%	
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 258.00		\$ 263.00	
		or amount determined by the City Engineer. Fee not to exceed total City cost.		or amount determined by the City Engineer. Fee not to exceed total City cost.	
<b>Revisions (Improvement Plans)</b>					
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	\$ 271.00		\$ 276.00	
Major (minimum fee)	per Sheet, per Review	\$ 279.00		\$ 285.00	
		Amount determined by the City Engineer. Fee not to exceed total City		Amount determined by the City Engineer. Fee not to exceed total City cost.	

\* For As-Builts with no changes, a one sheet fee is required.

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## Section 4 - Community & Economic Development

Land Development

**MASS/ROUGH GRADING PLAN CHECK**

*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

**Parcel Map Subdivisions and Custom Homes**

Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
0-5,000 CY	\$ 2,004.00	\$ 2,724.00	SEE NOTE 2
5,001-100,000 CY Plus	\$ 2,004.00 +	\$ 2,724.00 +	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)	\$ 331.00	\$ 338.00	
> 100,000 CY Plus	\$ 8,293.00 +	\$ 9,146.00 +	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)	\$ 111.00	\$ 113.00	

**Tract Maps & Non Subdivisions**

0-5,000 CY	\$ 2,004.00	\$ 3,061.00	SEE NOTE 2
5,001-100,000 CY Plus	\$ 2,004.00 +	\$ 3,061.00 +	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)	\$ 295.00	\$ 301.00	DEPT REQ
> 100,000 CY Plus	\$ 7,609.00 +	\$ 8,780.00 +	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)	\$ 73.00	\$ 74.00	

4th and Subsequent Reviews (Mass/Rough Grading Plans)      per Sheet, per Review

\$ 215.00	\$ 307.00	SEE NOTE 2
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**Revisions (Mass/Rough Grading Plans)**

Minor (Including As-Built, minimum fee*)	per Sheet, per Review	\$ 257.00	\$ 350.00	SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	\$ 306.00	\$ 400.00	SEE NOTE 2

\* For As-Built with no changes, a one sheet fee is required.

**STOCKPILE/BORROW SITE PLAN**

*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

0-5,000CY	\$ 607.00	\$ 795.00	SEE NOTE 2
5,001-100,000 CY	\$ 1,049.00	\$ 1,246.00	SEE NOTE 2
> 100,000 CY	\$ 1,456.00	\$ 1,661.00	SEE NOTE 2

4th and Subsequent Reviews (Stockpile/Borrow Plans)      per Sheet, per Review

\$ 215.00	\$ 307.00	SEE NOTE 2
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**Revisions (Stockpile/Borrow Plans)**

Minor	per Sheet, per Review	\$ 257.00	\$ 350.00	SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	\$ 306.00	\$ 400.00	SEE NOTE 2

Actual amount determined by the City Engineer. Fee not to exceed total City cost.

Actual amount determined by the City Engineer. Fee not to exceed total City cost.

## Section 4 - Community & Economic Development

### Land Development

#### PRECISE GRADING PLAN CHECK

*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b>Parcel Map Subdivisions and Custom Homes Plus</b>	Each	\$ 1,909.00 +	\$ 2,627.00 +	SEE NOTE 2
	per Lot	\$ 73.00	\$ 74.00	
<b>Tract Maps</b>	Each		\$ 2,964.00 +	SEE NOTE 2
	per Lot	\$ 73.00	\$ 74.00	
<b>Non Subdivisions</b>				
<b>On-site Improvement Plan Check Fee</b>				
0-5,000CY		\$ 1,910.00	\$ 2,965.00	SEE NOTE 2
5,001-100,000 CY Plus		\$ 1,910.00 +	\$ 2,965.00 +	SEE NOTE 2
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		\$ 295.00	\$ 301.00	
> 100,000 CY Plus		\$ 7,515.00 +	\$ 8,684.00 +	SEE NOTE 2
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 73.00	\$ 74.00	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 227.00	\$ 320.00	SEE NOTE 2
<b>Revisions (Precise Grading Plans)</b>				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	\$ 257.00	\$ 350.00	SEE NOTE 2
Major (minimum fee)	per Sheet, per Review	\$ 306.00	\$ 400.00	SEE NOTE 2

\* For As-Builts with no changes, a one sheet fee is required.

Actual amount determined by the City Engineer. Fee not to exceed total City cost.

Actual amount determined by the City Engineer. Fee not to exceed total City cost.

#### STORM WATER MANAGEMENT PLAN CHECK

*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	\$ 1,499.00	\$ 1,529.00	
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	\$ 1,499.00	\$ 1,529.00	
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	\$ 257.00	\$ 262.00	
Water Quality Basin Landscaping (Landscape Drawings) Base Fee (7 sheets Maximum)		\$ 6,158.00	\$ 6,281.00	
Each Additional Sheet		\$ 863.00	\$ 880.00	
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	\$ 185.00	\$ 189.00	
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	\$ 483.00	\$ 493.00	
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	\$ 681.00	\$ 695.00	

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**Section 4 - Community & Economic Development**

**Land Development**

**STUDIES**

*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

**Flood Plain (CLOMR/LOMR)**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
1-10 Acres (Tributary)	Each	\$ 3,516.00	\$ 3,516.00	NO CHANGE
Over 10 Acres	Each	\$ 3,516.00 +	\$ 3,516.00 +	NO CHANGE
Each Acre over 10 Acres	per Acre	\$ 21.00	\$ 21.00	

**Drainage (Hydrology/Hydraulics)**

0-50 Acres (Tributary)	per Acre	\$ 50.00 \$450 minimum	\$ 51.00 \$450 minimum	
51-100 Acres Plus	Each	\$ 2,500.00 +	\$ 2,500.00 +	
Each Additional Acre over 50	per Acre	\$ 6.00	\$ 6.00	NO CHANGE
101-1,000 Acres Plus	Each	\$ 2,800.00 +	\$ 2,800.00 +	
Each Additional Acre over 100	per Acre	\$ 4.00	\$ 4.00	NO CHANGE
Over 1,000 Acres Plus	Each	\$ 6,400.00 +	\$ 6,400.00 +	
Each Additional Acre over 1,000	per Acre	\$ 1.00	\$ 1.00	NO CHANGE

4th and Subsequent Review

Each Review	Total City Cost	Total City Cost
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Preliminary Drainage Study (Entitlement Stage)	Each	\$ 483.00	\$ 493.00
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**Preliminary Water Quality Management Plan (P-WQMP)**

**WQMP Preliminary Document Review**

First Two Reviews Only (Consultant and Admin)		\$ 971.00	\$ 990.00
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	\$ 334.00	\$ 341.00
All Meetings	per Hour	\$ 260.00	\$ 265.00
All Teleconferences	per Hour	\$ 156.00	\$ 159.00

**Final Water Quality Management Plan (F-WQMP)**

**WQMP Final Document Review**

(Initial fee includes Document Review, Teleconferences and Meetings)

Basic Review (Maximum 2 Reviews and 2 Meetings) (Applies to Hillside Residential ≤ 9 Units)		\$ 1,141.00	\$ 1,164.00
Subsequent Reviews	Each Review	\$ 779.00	\$ 795.00
Subsequent Meetings	per Hour	\$ 260.00	\$ 265.00
Subsequent Teleconferences	per Hour	\$ 156.00	\$ 159.00
Standard Review (Maximum 2 Reviews and 2 Meetings) (Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤ 1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)		\$ 4,458.00	\$ 4,547.00
Subsequent Reviews	Each Review	\$ 1,496.00	\$ 1,526.00
Subsequent Meetings	per Hour	\$ 260.00	\$ 265.00
Subsequent Teleconferences	per Hour	\$ 156.00	\$ 159.00

## Section 4 - Community & Economic Development

### Land Development

#### STUDIES (CONT)

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	
Complex Review (Maximum 3 Reviews and 3 Meetings) (Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)		\$ 6,422.00	\$ 6,550.00	
Subsequent Reviews	Each Review	\$ 1,896.00	\$ 1,934.00	
Subsequent Meetings	per Hour	\$ 260.00	\$ 265.00	
Subsequent Teleconferences	per Hour	\$ 156.00	\$ 159.00	

#### OTHER PLAN CHECK FEES

##### Underground Overhead Utilities

Underground of Utilities Administration Fee Plus		\$ 73.00	+	\$ 74.00	+
Underground of Utilities In-Lieu Fee (In accordance with Development Code 9.14.130)	per Linear Foot	\$ 203.00		\$ 207.00	

#### IMPROVEMENT PLAN INSPECTION

##### Grading

Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects) 0-100 CY		\$ 662.00		\$ 675.00	
101-1,000 CY Plus		\$ 662.00	+	\$ 675.00	+
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		\$ 124.00		\$ 126.00	
1,001-10,000 CY Plus		\$ 1,778.00	+	\$ 1,809.00	+
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		\$ 406.00		\$ 414.00	DEPT REQUESTED
10,001-100,000 CY Plus		\$ 5,432.00	+	\$ 5,535.00	+
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		\$ 369.00		\$ 376.00	DEPT REQUESTED
> 100,000 CY Plus		\$ 8,753.00	+	\$ 8,919.00	+
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 331.00		\$ 338.00	DEPT REQUESTED

##### Improvements

Improvement Plan (Offsite Public Improvements, Per Project)					
< \$100,000 of Engineers estimate	Plus	4.00%	+	4.00%	+
\$100,000-\$250,000 of Engineers estimate	Plus	3.00%	+	3.00%	+
> \$250,000 of Engineers estimate		2.50%		2.50%	
Onsite Improvements (Based on Engineer's estimate)					
		1.00%		1.00%	
Re-inspection	Each	\$ 449.00		\$ 458.00	
Holidays, Weekends and Night Inspections (Based on staff availability)					
	per Hour*	\$ 79.00	Straight Time	\$ 79.00	Straight Time
	*minimum of 2 hour	\$ 96.00	Over Time	\$ 96.00	Over Time

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**Item No. E.1**

**Section 4 - Community & Economic Development**

**Land Development**

**STORM WATER MANAGEMENT INSPECTION**

**Storm Water Pollution Abatement Program**

Projects Under Construction

Construction Site Inspection

Unit	Current Fee	Proposed Fee
	\$ 418.00	\$ 426.00

NPDES Construction Inspection Invoice Processing

	\$ -	\$ 19.00
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NEW

Existing Businesses

NPDES Industrial Site Initial Inspection

Each

	\$ 468.00	\$ 477.00
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Follow-up Compliance Inspection

Each

	\$ 220.00	\$ 224.00
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NPDES Commercial Site Initial Inspection

Each

	\$ 344.00	\$ 351.00
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Follow-up Compliance Inspection

Each

	\$ 220.00	\$ 224.00
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NPDES Restaurant Initial Inspection (CAP)

Each

	\$ 281.00	\$ 287.00
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Follow-up Compliance Inspection

Each

	\$ 220.00	\$ 224.00
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NPDES Business Inspection Invoice Processing

	\$ -	\$ 19.00
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NEW

**Water Quality Basin Landscape Inspection**

0-1 Acre

	\$12,319.00	\$ 12,565.00
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1-1.5 Acres

	\$14,167.00	\$ 14,450.00
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1.5-2 Acres

	\$16,014.00	\$ 16,334.00
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2-2.5 Acres

	\$17,863.00	\$ 18,220.00
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Each additional 1/2 Acre > 2.5 Acres

per 1/2 Acre

	\$ 1,847.00	\$ 1,884.00
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**PENALTY FEES**

Inspection and Testing work in Right-of-Way without Encroachment Permit

	\$ 626.00	\$ 639.00
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Failure to Schedule Inspection Prior to Performing Work \*

	\$ 126.00	\$ 129.00
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\* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed \$500 for each subsequent offense.

**PERMITS - ADMINISTRATION FEES**

Grading or Inspection: Permit Issuance

Each

	\$ 85.00	\$ 87.00
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Construction Permit Issuance

Each

	\$ 85.00	\$ 87.00
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Newspaper Rack Annual Permit Issuance

Each

	\$ 85.00	\$ 87.00
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Annual Utility Blanket Permit Administration

Each

	\$ 85.00	\$ 87.00
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Second Driveway Approach Application

Each

	\$ 85.00	\$ 87.00
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**Section 4 - Community & Economic Development**

**Land Development**

**PERMITS - INSPECTION FEES**

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>		<u>Comments on Proposed Changes to Fees</u>
Concrete Sidewalk						
0-100 Linear Feet	Each	\$ 69.00	+	\$ 70.00	+	
> 100 Linear Feet	per Linear Foot	\$ 1.00		\$ 1.00		
Parkway Drains	Each	\$ 150.00		\$ 153.00		
Residential Curb Core (2 maximum per lot)	per Lot	\$ 81.00		\$ 83.00		
Driveways						
Commercial	Each	\$ 150.00		\$ 153.00		
Residential	Each	\$ 211.00		\$ 215.00		
Excavation-Street Crossing	per Linear Foot	\$ 2.00	\$232 min	\$ 2.00		
Excavation Parallel Trench	per Linear Foot	\$ 0.50	\$232 min	\$ 0.50		
Small Bore Potholes (12" Diameter Maximum)	Each	\$ 27.00		\$ 28.00		
All Other Potholes	Each	\$ 80.00		\$ 82.00		
Bores/Splice Pits	Each	\$ 54.00		\$ 55.00		
Non-Retaining Wall	Each	\$ 150.00		\$ 153.00		
Fence	Each	\$ 150.00		\$ 153.00		
Newspaper Rack Installation	Each	\$ 54.00		\$ 55.00		
Utility Blanket Permit Individual Location Inspection	Each	\$ 15.00		\$ 15.00		
Miscellaneous Inspections (Based on staff availability)	per Hour*	\$ 79.00	Straight Time	\$ 79.00	Straight Time	
	*minimum of 1 hour	\$ 96.00	Over Time	\$ 96.00	Over Time	

**OTHER PERMITS**

Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	\$ 213.00		\$ 217.00		
Block Party Permit Processing	Each	\$ 85.00		\$ 87.00		
Flood Plain Determination (Community Rating System)	per Lot	\$ 21.00		\$ 21.00		
Elevation Certification (Mobile Home Park)	Each	\$ 161.00		\$ 164.00		

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**Item No. E.1**

**Section 4 - Community & Economic Development**

**Land Development**

OTHER FEES

Advanced Energy Fees

Street Light(s) -Zone B (Residential and Zone C (Arterial & Intersections)

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Administration Fee		\$ 420.00	\$ 428.00	
Zone-B 100w HPSV or equivalent (9,500 Lumens)	Each	\$ 637.00	\$ 621.00	DECREASE
Zone-C 200w HPSV or equivalent (22,000 Lumens)	Each	\$ 700.00	\$ 680.00	DECREASE
250w HPSV or equivalent*			\$ 705.00	NEW
100w LED or equivalent			\$ 655.00	NEW
145w LED or equivalent*			\$ 706.00	NEW

\* The fee for any street light installation which may exceed the identified wattages (w), as denoted above will be determined by the Special Districts Division. Fee is not to exceed actual City Cost.

**Area Drainage Plan Fee**

Established by and payable to the County of Riverside Flood Control District

MISCELLANEOUS LAND DEVELOPMENT FEES

City of Moreno Valley Book of Standard Drawings	Each	\$ 47.00		\$ 48.00	
<b>Research of Records, Files, etc.</b>					
Technical	per Hour *	\$ 87.00	+reproduction costs	\$ 87.00	+reproduction costs NO CHANGE
Professional	per Hour *	\$ 142.00	+reproduction costs	\$ 142.00	+reproduction costs NO CHANGE
* minimum of 1/2 hour					
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	\$ 1.00		\$ 1.00	

**NOTE 2: These Land Development fees have been modified to include the costs related to the Planning Division that should be reflected in these services.**



## Section 4 - Community & Economic Development

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>		<u>Comments on Proposed Changes to Fees</u>
<b><u>Planning</u></b>						
Annexation Process and Environmental Review	Deposit	\$ 5,000.00	Actual charge is "fully burdened" rate charge	\$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Appeal		\$ 750.00		\$ 750.00		NO CHANGE
Change of Zone	Deposit	\$ 3,500.00	Actual charge is "fully burdened" rate charge	\$ 3,500.00	Actual charge is "fully burdened" rate charge	
Conditional Use Permit		\$ 10,562.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	\$10,926.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	SEE NOTE 3
Conditional Use Permit: Admin & Existing Structure		\$ 6,240.00	Plus applicable notice and posting fees	\$ 6,365.00		
Conditional Use Permit (Com/Ind)	per Acre	\$ 65.00		\$ 91.00		DEPT REQ
Conditional Use Permit: Amended CUP/Substantial Conformance		\$ 5,608.00	Plus applicable notice and posting fees	\$ 5,875.00	Plus applicable notice and posting fees	SEE NOTE 3
Custom Home Review		\$ 1,047.00		\$ 1,108.00		SEE NOTE 3
Development Agreement	Deposit	\$ 7,400.00	Actual charge is "fully burdened" rate charge	\$ 7,400.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Amendment	Deposit	\$ 3,225.00	Actual charge is "fully burdened" rate charge	\$ 3,225.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Agreement Annual Review	Deposit	\$ 1,000.00	Actual charge is "fully burdened" rate charge	\$ 1,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE
Development Code Amendment	Deposit	\$ 5,000.00	Actual charge is "fully burdened" rate charge	\$ 5,000.00	Actual charge is "fully burdened" rate charge	NO CHANGE

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Item No. E.1

## Section 4 - Community & Economic Development

<u>Planning</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<u>Environmental Review</u>				
EIR Report Preparation	Deposit	\$ 7,000.00	Actual charge is "fully burdened" rate charge \$ 7,000.00	Actual charge is "fully burdened" rate charge NO CHANGE
Expanded Initial Study / Expanded Project Review	Deposit	\$500 per Study	Actual charge is "fully burdened" rate charge \$ 3,000.00	Actual charge is "fully burdened" rate charge SEE NOTE 3
Environmental Assessment		\$ 1,033.00	\$ 1,054.00	
Environmental Mitigation Monitoring	Deposit	\$ 3,500.00	Actual charge is "fully burdened" rate charge \$ 3,500.00	Actual charge is "fully burdened" rate charge NO CHANGE
Extension of Time		\$ 3,267.00	\$ 3,611.00	SEE NOTE 3
Fully Burdened Hourly Rate	Per Hour	\$ 168.00	See Note 1 \$ 176.00	DEPT REQ
General Plan Amendment	Deposit	\$ 3,500.00	Actual charge is "fully burdened" rate charge \$ 3,500.00	Actual charge is "fully burdened" rate charge NO CHANGE
Home Occupation Permit		\$ 93.00	\$ 95.00	
<u>Plan Check and Inspection</u>				
Residential				
1-4 Lots (1 <sup>st</sup> through 3 <sup>rd</sup> Review)		\$ 667.00	\$ 680.00	
5 or more Lots and Multi-Family(1 <sup>st</sup> through 3 <sup>rd</sup> Review)		\$ 997.00	\$ 1,017.00	
Commercial/Industrial Non-Residential (1 <sup>st</sup> through 3 <sup>rd</sup> Review) (Including multiple family projects: residential tentative and final tract map)		\$ 997.00	\$ 1,017.00	
Re-inspection/Residential Front Yard Landscape Plancheck fee		\$ 173.00	\$ 176.00	
4th and subsequent (Land Development Reviews)	Per Sheet	\$ 86.00	\$ 88.00	
4th and subsequent (All Other Reviews)		100% of original fee	100% of original fee	NO CHANGE
Concurrent processing		Base Fee + 30% See Note 1	Base fee + 30%	
Land Development Reviews	Per Sheet	\$ 86.00	\$ 88.00	
Development Impact Fee Processing	Per Hour		\$ 176.00	NEW
Newspaper Notice		\$ 285.00	\$ 285.00	NO CHANGE
Phasing Map		\$ 2,384.00	\$ 2,553.00	SEE NOTE 3

## Section 4 - Community & Economic Development

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Planning</u></b>				
<b><u>Planning Letter</u></b>				
Basic		\$ 112.00	\$ 114.00	
Interpretation and Research Required	Deposit	\$ 250.00	\$ 250.00	NO CHANGE
Planning Review of Building Permits		\$ 178.00	\$ 182.00	NO CHANGE
<b><u>Plot Plan</u></b>				
With hearing		\$ 10,776.00	\$ 11,637.00	SEE NOTE 3
(Note: More than one may be charged for projects with multiple buildings or parcels)				
Without hearing (notice)		\$ 7,321.00	\$ 8,113.00	SEE NOTE 3
Without hearing (no notice)		\$ 3,596.00	\$ 4,315.00	SEE NOTE 3
Amended plot plan/substantial conformance		\$ 3,982.00	\$ 4,709.00	SEE NOTE 3
Multi-Family	per Unit	\$ 41.00	\$ 42.00	
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	\$ 89.00	\$ 91.00	
Administrative (Includes second units)		\$ 833.00	\$ 850.00	
Property Posting		\$140 per street frontage + \$75 per project	\$140 per street frontage + \$75 per project	NO CHANGE
Pre-application Review		\$ 769.00	\$ 784.00	
Renewal Fee		50% of original fee	50% of original fee	
Reversion to Acreage	Deposit	\$ 1,500.00	\$ 1,500.00	NO CHANGE

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Item No. E.1

**Section 4 - Community & Economic Development**

**Item No. E.1**

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	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Planning Signs</u></b>				
Banner		\$ 42.00	\$ 43.00	
Permit: Wall		\$ 119.00	\$ 121.00	
Permit: Monument		\$ 474.00	\$ 483.00	
Permit: Pole and Freeway		\$ 793.00	\$ 809.00	
Review Program	Deposit	\$ 1,300.00	\$ 1,300.00	Actual charge is "fully burdened" rate charge
Program Amendment Review	Deposit	\$ 975.00	\$ 975.00	Actual charge is "fully burdened" rate charge
Special Event Permit		\$ 35.00	\$ 36.00	NO CHANGE
Specific Plan	Deposit	\$ 17,000.00	\$17,000.00	Actual charge is "fully burdened" rate charge
Specific Plan Amendment	Deposit	\$ 8,000.00	\$ 8,000.00	Actual charge is "fully burdened" rate charge
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		\$ 1,034.00	\$ 1,055.00	
Temporary Use Permits		\$ 284.00	\$ 329.00	SEE NOTE 3
<b><u>Tentative Parcel Map</u></b>				
Residential additional lot	per Lot	\$ 8,877.00 + \$ 116.00 + applicable environmental review and applicable notice and posting fees.	\$ 9,049.00 \$ 116.00 + applicable environmental review and applicable notice and posting fees.	
Commercial additional lot	per Lot	\$ 9,619.00 + \$ 116.00 + applicable environmental review and applicable notice and posting fees.	\$ 9,806.00 \$ 116.00 + applicable environmental review and applicable notice and posting fees.	

## Section 4 - Community & Economic Development

<u>Planning</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Waiver	Deposit	\$ 1,000.00	\$ 1,000.00	NO CHANGE
		Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	
Tentative Tract or Condo Map additional lot	per Lot	\$ 11,090.00 + \$ 96.00	\$11,307.00 + \$ 96.00	
		+ applicable environmental review and applicable notice and posting fees.	+ applicable environmental review and applicable notice and posting fees.	
Tentative Tract or Parcel Map Revised		\$ 5,612.00	\$ 5,721.00	
		Plus applicable notice and posting fees	Plus applicable notice and posting fees	
<b><u>Variance from Standards</u></b>				
Public Hearing Variance		\$ 3,591.00	\$ 3,663.00	
		Plus applicable notice and posting fees	Plus applicable notice and posting fees	
Administrative Variance		\$ 650.00	\$ 663.00	

**Notes:**

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Note 3 - These fees have been increased to reflect the time spent by both the Building & Safety and the Special Districts Divisions in providing these services.

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**Item No. E.1**

**Section 5 - Financial & Management Services**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Financial Operations</u></b>				
Annual City Budget	Each	\$10.00	\$10.00	Also available on City website
Comprehensive Annual Financial Report (CAFR)	Each	\$10.00	\$10.00	Also available on City website

*The Annual City Budget and the CAFR are also available on the City's website at the following links:*

Budget [http://www.moval.org/city\\_hall/departments/admin/budgetoffice.shtml](http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml)

CAFR [http://www.moval.org/city\\_hall/departments/admin/financial-ops.shtml](http://www.moval.org/city_hall/departments/admin/financial-ops.shtml)

**Treasury Operations**

Collection of Returned Check	Each	\$32.00	\$33.00	
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**Business License**

Application	Jan 1, 2013 thru Dec 31, 2013	per License	\$60.00	
	Jan 1, 2014 thru Dec 31, 2014	per License		\$61.00
Vehicle Tag		per Tag	\$6.00	\$6.00
License for Farmers Market at Towngate Mall		Per Vendor Per Day	\$5.00	\$5.00
License for single day events		Per Vendor Per Day	\$5.00	\$5.00
(Note: Licenses for single day events must be reviewed and approved by the Chief Financial Officer)				
Reprint of License		Each	\$5.00	\$5.00
Business Listing		Each	\$20.00	\$20.00
Photo Identification Card		Each	\$5.00	\$5.00

## Section 5 - Financial & Management Services

<u>Special Districts</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	\$ 121.00 + third party expenses	\$ 123.00 + third party expenses	
Land and Assessment Division Applications	per Parcel	\$ 924.00 + \$ 26.00	\$ 942.00 + third party expenses \$ 27.00	
Special District Formation Application	Each	\$ 5,135.00	\$ 5,238.00	
Special District Bond Issuance	Each	1% of bond issue \$50,000 min	1% of bond issue \$50,000 min	
Special Tax Report	Each	City Cost \$10 min	City Cost \$10 min	NO CHANGE
Annual Levy Report	Each	City Cost \$10 min	City Cost \$10 min	NO CHANGE
Parcel Payoff/ Amortization Schedule Note: Bond payoff/amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.	per Parcel	\$ 46.00	\$ 46.00	NO CHANGE
Fixed Charge Tax Bill Revisions	per Parcel	County Cost	County Cost	NO CHANGE
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost \$10 min	City Cost \$10 min	NO CHANGE

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**Item No. E.1**

**Section 5 - Financial & Management Services**

<u>Special Districts</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Mail Ballot / Special Election Processing (includes 2 Council meetings)				
Administrative Fee	per Proceeding	\$ 3,309.00	\$ 3,375.00 + 3rd Party expenses	
Administrative Fee (CFD Annexations Only)	per Proceeding	\$ 1,800.00	\$ 1,800.00 + 3rd Party expenses	SEE NOTE 1
Additional/rescheduled Council Meeting	per Meeting	\$ 791.00	\$ 791.00 + 3rd Party expenses	SEE NOTE 1
Annexation/boundary map preparation	per Map	Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.	Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.	SEE NOTE 1
<b><u>Landscape Plan Check</u></b>				
Base Fee (7 sheets & 3 total submittals)		\$ 6,158.00	\$ 6,281.00	
Each Additional Sheet & 3 submittals		\$ 863.00	\$ 880.00	
Each Additional submittal	per Sheet	\$ 185.00	\$ 189.00	
<b><u>Landscape Inspection</u></b>				
0-1 Acre		\$ 12,319.00	\$ 12,565.00	
1-1.5 Acres		\$ 14,167.00	\$ 14,450.00	
1.5-2 Acres		\$ 16,014.00	\$ 16,334.00	
2-2.5 Acres		\$ 17,863.00	\$ 18,220.00	
Each additional 1/2 acre > 2.5	per 1/2 acre	\$ 1,847.00	\$ 1,884.00	
Additional Inspections or Re-Inspections	per Hour	\$ 121.00	\$ 121.00	SEE NOTE 1
<b>Public Works Landscape Design Guidelines</b>	Each	\$ 10.00	\$ 10.00	

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.



**Section 6 - Fire**

		Current Fee	Proposed Fee	Comments on Proposed Changes to Fees	
<b><u>Pre-Development</u></b>					
Annexation Agreement	Deposit	\$ 94.00	\$ 94.00		
Community Care Facility (Pre-inspection)					
25 or less		\$ 50.00	\$ 50.00	State Mandated	
26 or more		\$ 100.00	\$ 100.00	State Mandated	
Revised Tentative Parcel Map		\$ 442.00	\$ 451.00		
Fuel Modification Plan		\$ 104.00	\$ 106.00		
Fire Protection Plan		\$ 339.00	\$ 346.00		
Alternate methods and materials		\$ 104.00	\$ 106.00		
3rd review and subsequent submittals		\$ 104.00	\$ 106.00		
OTC/Misc Plan Review			\$ -		
<b><u>Architectural / Development</u></b>					
<b><u>Plan Check and Inspections</u></b>					
		Plan Check		Inspection	
	Unit	Current Fee	Proposed Fee	Current Fee	Proposed Fee
A-1 <=10,000 SF		\$ 647.00	\$ 660.00	\$ 622.00	\$ 634.00
A-1 > 10,000 SF		\$ 803.00	\$ 819.00	\$ 830.00	\$ 847.00
A-2, 2.1 <= 10,000 SF		\$ 544.00	\$ 555.00	\$ 519.00	\$ 529.00
A-2, 2.1 > 10,000 SF		\$ 700.00	\$ 714.00	\$ 726.00	\$ 741.00
A-3 <= 10,000 SF		\$ 544.00	\$ 555.00	\$ 572.00	\$ 583.00
A-3 >10,000 SF		\$ 647.00	\$ 660.00	\$ 622.00	\$ 634.00
A-4 <= 5000 SF		\$ 441.00	\$ 450.00	\$ 519.00	\$ 529.00
A-4 > 5000 SF		\$ 494.00	\$ 504.00	\$ 572.00	\$ 583.00
A-5 <=5000 SF		\$ 427.00	\$ 436.00	\$ 503.00	\$ 513.00
A-5 >5000 SF		\$ 480.00	\$ 490.00	\$ 554.00	\$ 565.00
A TI 0-5000 SF		\$ 338.00	\$ 345.00	\$ 415.00	\$ 423.00
A TI 5001 - 25,000 SF		\$ 441.00	\$ 450.00	\$ 519.00	\$ 529.00
A TI > 25,001 SF		\$ 544.00	\$ 555.00	\$ 572.00	\$ 583.00
B 0-5000 SF		\$ 182.00	\$ 186.00	\$ 242.00	\$ 247.00
B 5001 - 50,000 SF		\$ 284.00	\$ 290.00	\$ 415.00	\$ 423.00
B >50,000 SF		\$ 388.00	\$ 396.00	\$ 572.00	\$ 583.00
B TI 0-5000 SF		\$ 157.00	\$ 160.00	\$ 215.00	\$ 219.00
B TI 5001 - 50,000 SF		\$ 207.00	\$ 211.00	\$ 312.00	\$ 318.00
B TI >50,000 SF		\$ 284.00	\$ 290.00	\$ 388.00	\$ 396.00
E-1,2 0-2000 SF (private schools only)		\$ 233.00	\$ 238.00	\$ 364.00	\$ 371.00
E-1,2 2001 - 20,000 SF (private schools only)		\$ 284.00	\$ 290.00	\$ 415.00	\$ 423.00
E-1,2 > 20,000 SF (private schools only)		\$ 441.00	\$ 450.00	\$ 494.00	\$ 504.00
E-1,2 TI 0-2000 SF (private schools only)		\$ 104.00	\$ 106.00	\$ 215.00	\$ 219.00

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Item No. E.1

**Section 6 - Fire****Plan Check and Inspections (Cont)**

	Unit	Plan Check		Inspection	
		Current Fee	Proposed Fee	Current Fee	Proposed Fee
E-1,2 TI 2001 - 20,000 SF (private schools only)		\$ 157.00	\$ 160.00	\$ 242.00	\$ 247.00
E-1,2 TI > 20,000 SF (private schools only)		\$ 207.00	\$ 211.00	\$ 268.00	\$ 273.00
E-3 0-1000 SF (private schools only)		\$ 130.00	\$ 133.00	\$ 215.00	\$ 219.00
E-3 1001 - 20,000 SF (private schools only)		\$ 233.00	\$ 238.00	\$ 441.00	\$ 450.00
E-3 > 20,000 SF (private schools only)		\$ 284.00	\$ 290.00	\$ 494.00	\$ 504.00
E-3 TI 0-1000 SF (private schools only)		\$ 104.00	\$ 106.00	\$ 189.00	\$ 193.00
E-3 TI 1001 - 20,000 SF (private schools only)		\$ 130.00	\$ 133.00	\$ 215.00	\$ 219.00
E-3 TI > 20,000 SF (private schools only)		\$ 157.00	\$ 160.00	\$ 242.00	\$ 247.00
F,M,S 0-5000 SF		\$ 233.00	\$ 238.00	\$ 364.00	\$ 371.00
F,M,S 5001 - 12,500 SF		\$ 338.00	\$ 345.00	\$ 415.00	\$ 423.00
F,M,S 12,501 - 100,000 SF		\$ 388.00	\$ 396.00	\$ 519.00	\$ 529.00
F,M,S > 100,000 SF		\$ 441.00	\$ 450.00	\$ 622.00	\$ 634.00
F,M,S TI 0-5000 SF		\$ 157.00	\$ 160.00	\$ 242.00	\$ 247.00
F,M,S TI 5001 - 12,500 SF		\$ 182.00	\$ 186.00	\$ 312.00	\$ 318.00
F,M,S TI 12,501 - 100,000 SF		\$ 233.00	\$ 238.00	\$ 338.00	\$ 345.00
F,M,S TI > 100,000 SF		\$ 284.00	\$ 290.00	\$ 364.00	\$ 371.00
H-1,2,3, 7 0-1000 SF		\$ 338.00	\$ 345.00	\$ 388.00	\$ 396.00
H-1,2,3, 7 1001- 2,500 SF		\$ 388.00	\$ 396.00	\$ 415.00	\$ 423.00
H-1,2,3, 7 2,501 - 10,000 SF		\$ 494.00	\$ 504.00	\$ 519.00	\$ 529.00
H-1,2,3, 7 > 10,000 SF		\$ 622.00	\$ 634.00	\$ 622.00	\$ 634.00
H-1,2,3, 7 TI 0-1000 SF		\$ 233.00	\$ 238.00	\$ 338.00	\$ 345.00
H-1,2,3, 7 TI 1001- 2,500 SF		\$ 284.00	\$ 290.00	\$ 364.00	\$ 371.00
H-1,2,3, 7 TI 2,501 - 10,000 SF		\$ 338.00	\$ 345.00	\$ 388.00	\$ 396.00
H-1,2,3, 7 TI > 10,000 SF		\$ 388.00	\$ 396.00	\$ 415.00	\$ 423.00
H-4,5,6 0-1000 SF		\$ 260.00	\$ 265.00	\$ 388.00	\$ 396.00
H-4,5,6 1001- 2,500 SF		\$ 364.00	\$ 371.00	\$ 415.00	\$ 423.00
H-4,5,6 2,501 - 10,000 SF		\$ 467.00	\$ 476.00	\$ 467.00	\$ 476.00
H-4,5,6 > 10,000 SF		\$ 597.00	\$ 609.00	\$ 519.00	\$ 529.00
H-4,5,6 TI 0-1000 SF		\$ 207.00	\$ 211.00	\$ 338.00	\$ 345.00
H-4,5,6 TI 1001- 2,500 SF		\$ 260.00	\$ 265.00	\$ 364.00	\$ 371.00
H-4,5,6 TI 2,501 - 10,000 SF		\$ 312.00	\$ 318.00	\$ 388.00	\$ 396.00
H-4,5,6 TI > 10,000 SF		\$ 364.00	\$ 371.00	\$ 415.00	\$ 423.00
L-0-1,000 SF		\$ 328.00	\$ 335.00	\$ 375.00	\$ 383.00
L-1,001-2,500 SF		\$ 377.00	\$ 385.00	\$ 403.00	\$ 411.00
L-2,501-10,000 SF		\$ 480.00	\$ 490.00	\$ 503.00	\$ 513.00
L->10,000 SF		\$ 604.00	\$ 616.00	\$ 604.00	\$ 616.00
L-T.I. 0-1,000 SF		\$ 226.00	\$ 231.00	\$ 328.00	\$ 335.00
L-T.I. 1,001-2,500 SF		\$ 276.00	\$ 282.00	\$ 352.00	\$ 359.00
L-T.I. 2,501-10,000 SF		\$ 328.00	\$ 335.00	\$ 377.00	\$ 385.00
L-T.I. >10,000 SF		\$ 377.00	\$ 385.00	\$ 403.00	\$ 411.00
I Occupancies	Deposit	\$ 350.00	\$ 350.00	\$ 409.00	\$ 417.00
R-1, 2 0-5000 SF		\$ 233.00	\$ 238.00	\$ 338.00	\$ 345.00
R-1, 2 5001 - 25,000 SF		\$ 284.00	\$ 290.00	\$ 364.00	\$ 371.00

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**Section 6 - Fire**

**Plan Check and Inspections (Cont)**

	Unit	Plan Check		Inspection	
		Current Fee	Proposed Fee	Current Fee	Proposed Fee
R-1, 2 >25,001 SF		\$ 338.00	\$ 345.00	\$ 415.00	\$ 423.00
R-3 Model 1-5 homes		\$ 182.00	\$ 186.00	\$ 242.00	\$ 247.00
R-3 Model > 6 homes		\$ 233.00	\$ 238.00	\$ 293.00	\$ 299.00
R-3 Custom (1-2 units)		\$ 157.00	\$ 160.00	\$ 234.00	\$ 239.00
U - Occupancy		\$ 157.00	\$ 160.00	\$ 207.00	\$ 211.00
Shell 0-50,000 SF		\$ 1,037.00	\$ 1,058.00	\$ 908.00	\$ 926.00
Shell > 50,000 SF	Deposit	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
High-rise (4 floors or greater)	Deposit	\$ 350.00	\$ 350.00	\$ 362.00	\$ 362.00

Occupancy Classifications	
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

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**Fire Development**

**Development Plan Check and Inspection**

	Unit	Plan Check		Inspection	
		Current Fee	Proposed Fee	Current Fee	Proposed Fee
Sprinkler System New 1-100 heads		\$ 234.00	\$ 239.00	\$ 546.00	\$ 557.00
Sprinkler System New > 100 heads		\$ 366.00	\$ 373.00	NA	NA
Sprinkler System New 101-300 heads		NA	NA	\$ 598.00	\$ 610.00
Sprinkler System New 301-700 heads		NA	NA	\$ 651.00	\$ 664.00
Sprinkler System New > 700 heads		NA	NA	\$ 702.00	\$ 716.00
Sprinkler TI 1-10 heads		\$ 157.00	\$ 160.00	\$ 234.00	\$ 239.00
Sprinkler TI 11-50 heads		\$ 182.00	\$ 186.00	\$ 442.00	\$ 451.00
Sprinkler TI 51-100 heads		\$ 234.00	\$ 239.00	\$ 495.00	\$ 505.00
Sprinkler TI > 100 heads		\$ 260.00	\$ 265.00	\$ 546.00	\$ 557.00
Alarm New 1-10 Initiating Devices with notification		\$ 157.00	\$ 160.00	\$ 339.00	\$ 346.00
Alarm New 11-50 Initiating Devices with notification		\$ 234.00	\$ 239.00	\$ 366.00	\$ 373.00
Alarm New 51-100 Initiating Devices with notification		\$ 287.00	\$ 293.00	\$ 416.00	\$ 424.00
Alarm New > 100 Initiating Devices with notification		\$ 339.00	\$ 346.00	\$ 495.00	\$ 505.00
Alarm TI 1-10 Initiating Devices with notification		\$ 131.00	\$ 134.00	\$ 287.00	\$ 293.00
Alarm TI 11-50 Initiating Devices with notification		\$ 157.00	\$ 160.00	\$ 313.00	\$ 319.00
Alarm TI 51-100 Initiating Devices with notification		\$ 208.00	\$ 212.00	\$ 366.00	\$ 373.00
Alarm TI > 100 Initiating Devices with notification		\$ 287.00	\$ 293.00	\$ 416.00	\$ 424.00

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**Section 6 - Fire****Development Plan Check and Inspection (Cont)**

	Unit	Plan Check		Inspection		
		Current Fee	Proposed Fee	Current Fee	Proposed Fee	
<b>Alarm-Fire Monitoring</b>		\$ -	\$ 157.00	\$ -	\$ 200.00	NEW
ESFR	per Riser	\$ 157.00	\$ 160.00	NA	NA	
Underground Sprinkler	per Riser	\$ 234.00	\$ 239.00	\$ 633.00	\$ 646.00	
Underground Hydrant		\$ 182.00	\$ 186.00	\$ 633.00	\$ 646.00	
Underground Combo Up to 4 Connections		\$ 339.00	\$ 346.00	\$ 711.00	\$ 725.00	
Aboveground Hydrant		\$ 260.00	\$ 265.00	\$ 520.00	\$ 530.00	
Residential Sprinkler 13R Family 1-2 units		\$ 234.00	\$ 239.00	\$ 520.00	\$ 530.00	
Residential Sprinkler 13D Single Family 1-2 units		\$ 182.00	\$ 186.00	\$ 520.00	\$ 530.00	
Residential Sprinkler 13R Multi Family up to 4 stories	per System	\$ 313.00	\$ 319.00	\$ 651.00	\$ 664.00	
Hood and Duct	per System	\$ 157.00	\$ 160.00	\$ 216.00	\$ 220.00	
Fire Pump	per Pump	\$ 287.00	\$ 293.00	\$ 287.00	\$ 293.00	
Standpipes		\$ 390.00	\$ 398.00	\$ 295.00	\$ 301.00	
Special Extinguishing Systems		\$ 182.00	\$ 186.00	NA	NA	
Vapor Recovery Special Equipment		\$ 157.00	\$ 160.00	NA	NA	
Medical Gases Special System		\$ 182.00	\$ 186.00	\$ 189.00	\$ 193.00	
Industrial Gases Special System		\$ 234.00	\$ 239.00	\$ 295.00	\$ 301.00	
Liquefied Petroleum Gases Special System > 500 gal		\$ 234.00	\$ 239.00	\$ 346.00	\$ 353.00	
Tank/Piping Installation	per Tank	\$ 243.00	\$ 248.00	\$ 243.00	\$ 248.00	
Tank/Piping Removal	per Tank	\$ 164.00	\$ 167.00	\$ 287.00	\$ 293.00	
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		\$ 131.00	\$ 134.00	\$ 189.00	\$ 193.00	
Smoke Control		\$ 234.00	\$ 239.00	\$ 346.00	\$ 353.00	
Dust Collection Special Equipment		\$ 157.00	\$ 160.00	\$ 189.00	\$ 193.00	
Hazmat Storage		\$ 287.00	\$ 293.00	\$ 295.00	\$ 301.00	
High Piled/Solid Piled Storage Class III, IV, High Hazard		\$ 339.00	\$ 346.00	\$ 451.00	\$ 460.00	
Racking System		\$ 390.00	\$ 398.00	\$ 451.00	\$ 460.00	
<b>Photovoltaic Systems</b>		\$ -	\$ 200.00	\$ -	\$ 157.00	NEW
Regulated Refrigeration per system		\$ 157.00	\$ 160.00	\$ 295.00	\$ 301.00	
Miscellaneous Industrial Equipment Install		\$ 157.00	\$ 160.00	\$ 189.00	\$ 193.00	
FPE Technical Report Major Review		\$ 442.00	\$ 451.00	NA	NA	
FPE Technical Report Minor Review		\$ 234.00	\$ 239.00	NA	NA	
Spray Booth Inspection		NA	NA	\$ 295.00	\$ 301.00	
Foam/Liquid System Inspection		NA	NA	\$ 346.00	\$ 353.00	
Dry Chemical System Inspection		NA	NA	\$ 243.00	\$ 248.00	
CO2 System Inspection		NA	NA	\$ 243.00	\$ 248.00	
Inert Gas System Inspection		NA	NA	\$ 243.00	\$ 248.00	
FM200 Clean Agent System		NA	NA	\$ 243.00	\$ 248.00	
Adult Care Facility Inspection		NA	NA	\$ 390.00	\$ 398.00	
Child Care Facility Inspection		NA	NA	\$ 390.00	\$ 398.00	
Residential Care Facilities 1 - 6		NA	NA	\$ 366.00	\$ 373.00	
Residential Care Facilities >6	per Story	NA	NA	\$ 149.00	\$ 152.00	
K-12 Public School Inspection		NA	NA	\$ 197.00	\$ 201.00	
K-12 Private School Inspection		NA	NA	\$ 442.00	\$ 451.00	
High-rise Inspection	per Hour	NA	NA	\$ 104.00	\$ 106.00	
Asbestos removal		NA	NA	\$ 243.00	\$ 248.00	

**Section 6 - Fire**

**Development Plan Check and Inspection (Cont)**

Unit	Plan Check		Inspection		
	Current Fee	Proposed Fee	Current Fee	Proposed Fee	
Work without Approval or Permit	NA	NA	\$ 208.00	\$ 212.00	
Inspection following Failure to Maintain Fire Protection Systems	NA	NA	\$ 208.00	\$ 212.00	
Fire Prevention Inspection/Re-inspection/Phasing	NA	NA	\$ 148.00	\$ 151.00	
<b>Renewable Permit Fees</b>					
Aerosol Products	\$ 233.00	\$ 238.00	\$ 66.00	\$ 67.00	
Aircraft Refueling Vehicles	\$ 182.00	\$ 186.00	\$ 91.00	\$ 93.00	
Automobile Wrecking Yard	\$ 182.00	\$ 186.00	\$ 195.00	\$ 199.00	
Battery System	\$ 233.00	\$ 238.00	\$ 66.00	\$ 67.00	
Candles and Open Flame in Assembly Occupancy Areas	\$ 130.00	\$ 133.00	\$ 66.00	\$ 67.00	
Cellulose Nitrate Film	\$ 130.00	\$ 133.00	\$ 66.00	\$ 67.00	
Cellulose Nitrate Storage	\$ 182.00	\$ 186.00	\$ 195.00	\$ 199.00	
Combustible fiber Storage	\$ 182.00	\$ 186.00	\$ 195.00	\$ 199.00	
Combustible materials Storage	\$ 182.00	\$ 186.00	\$ 195.00	\$ 199.00	
Commercial Rubbish Handling Operation	\$ 182.00	\$ 186.00	\$ 195.00	\$ 199.00	
Compressed Gases	\$ 207.00	\$ 211.00	\$ 195.00	\$ 199.00	
Cryogenics	\$ 207.00	\$ 211.00	\$ 195.00	\$ 199.00	
Dry Cleaning Plant	\$ 233.00	\$ 238.00	\$ 299.00	\$ 305.00	
Dust-Producing Operations	\$ 130.00	\$ 133.00	\$ 91.00	\$ 93.00	
Explosives or Blasting agents, Use or Transportation	\$ 284.00	\$ 290.00	\$ 325.00	\$ 332.00	
Flammable or Combustible Liquids pipelines, store, handle, use	\$ 284.00	\$ 290.00	\$ 299.00	\$ 305.00	
<b>Hazardous Materials</b>	<b>\$ -</b>	<b>\$ 284.00</b>	<b>\$ -</b>	<b>\$ 299.00</b>	NEW
High Piled/Solid Piled Combustible Storage Class I, II	\$ 77.00	\$ 79.00	\$ 144.00	\$ 147.00	
Hot Works Operations	\$ 130.00	\$ 133.00	\$ 66.00	\$ 67.00	
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check 125-500 gals	\$ 77.00	\$ 79.00	\$ 144.00	\$ 147.00	
Ovens - Industrial Baking or drying	\$ 77.00	\$ 79.00	\$ 91.00	\$ 93.00	
Places of Assembly	\$ 182.00	\$ 186.00	\$ 66.00	\$ 67.00	
Refrigeration Equipment	\$ 77.00	\$ 79.00	\$ 91.00	\$ 93.00	
Repair Garages	\$ 157.00	\$ 160.00	\$ 91.00	\$ 93.00	
Spraying or Dipping	\$ 77.00	\$ 79.00	\$ 66.00	\$ 67.00	
Wood Products	\$ 77.00	\$ 79.00	\$ 91.00	\$ 93.00	
Motor Vehicle fuel dispensing	\$ 77.00	\$ 79.00	\$ 91.00	\$ 93.00	
Tire Storage	\$ 182.00	\$ 186.00	\$ 91.00	\$ 93.00	
Lumber Yard	\$ 182.00	\$ 186.00	\$ 195.00	\$ 199.00	
Fireworks, manufacture, compound, store	\$ 338.00	\$ 345.00	\$ 299.00	\$ 305.00	
Fruit ripening	\$ 182.00	\$ 186.00	\$ 91.00	\$ 93.00	
Magnesium Working	\$ 182.00	\$ 186.00	\$ 91.00	\$ 93.00	
Radioactive materials	\$ 338.00	\$ 345.00	\$ 195.00	\$ 199.00	
<b>Welding &amp; Cutting</b>	<b>\$ 338.00</b>	<b>\$ 345.00</b>	<b>\$ 195.00</b>	<b>\$ 199.00</b>	NEW

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**Section 6 - Fire**

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<u>Activity Permits</u>		<u>Current Fee</u>	<u>Proposed Fee</u>	
Bowling pin or alley refinishing		\$ 164.00	\$ 167.00	
Candles and open flames in assembly areas		\$ 164.00	\$ 167.00	
Carnivals and fairs		\$ 243.00	\$ 248.00	
Explosives or blasting agents, use, dispose		\$ 346.00	\$ 353.00	
Fireworks, displays		\$ 320.00	\$ 326.00	
Hot works operations		\$ 164.00	\$ 167.00	
Liquefied petroleum gases, install containers		\$ 243.00	\$ 248.00	
Liquid or gas fueled vehicles or equipment in assembly areas		\$ 216.00	\$ 220.00	
Mall, covered		\$ 216.00	\$ 220.00	
Open Burning		\$ 164.00	\$ 167.00	
Parade floats (per event)		\$ 243.00	\$ 248.00	
Pyrotechnical special effects material / model rockets		\$ 346.00	\$ 353.00	
Temporary membrane structures, tents and canopies		\$ 295.00	\$ 301.00	
Christmas Tree sales		\$ 164.00	\$ 167.00	
Pumpkin Patch		\$ 164.00	\$ 167.00	
Haunted Houses		\$ 164.00	\$ 167.00	
Hazardous Area Fire Permit		\$ 320.00	\$ 326.00	
Miscellaneous Activity Permit		\$ 157.00	\$ 160.00	
<u>Post Development</u>				
<b><u>Fire and Life Safety Inspection</u></b>				
Annual inspection (includes one re-inspection)		\$ 157.00	\$ 160.00	
2nd re-inspection		\$ 313.00	\$ 319.00	
3rd and subsequent re-inspections		\$ 469.00	\$ 478.00	
Fire Watch Inspection	per Hour	\$ 104.00	\$ 106.00	
Fire Hydrant Inspection		\$ 104.00	\$ 106.00	
<b><u>Fire Inspection</u></b>				
State Mandated		\$ 89.00	\$ 89.00	
Community Care Facility				
25 or less (not including elderly 1-6)		\$ 89.00	\$ 89.00	State Mandated
26 or more		\$ 134.00	\$ 134.00	State Mandated
Special Event		\$ 89.00	\$ 89.00	
Miscellaneous Post Development Inspection		\$ 89.00	\$ 89.00	
<b>Multi-Family Residential Housing Inspection</b>	<b>per Unit</b>	<b>\$ -</b>	<b>\$ 36.00</b>	<b>State Mandated</b>
<u>Records Request</u>				
Photographs, color print (4"x6")		\$ 5.00	\$ 5.00	
Fire Incident Reports (paid to County of Riverside)		\$ 20.00	\$ 20.00	
<b><u>Fire Inspection Reports (up to 8 1/2"x14")</u></b>				
First 10 pages	per Report	\$ 6.00	\$ 6.00	
Additional pages	per Page	\$ 1.00	\$ 1.00	

**Section 6 - Fire**

**Hourly Rates**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	
Fire Marshal		\$ 140.00		The fully-burdened wage rate including overhead; not to exceed actual City costs.
Deputy Fire Marshal		\$ 105.00		
Fire Safety Specialists		\$ 106.00		
Fire Safety Inspector		\$ 106.00		
Overtime		Position time + 50%		
Consultant Fire Plan Review		Consultant Cost +20% Admin Fee		

**Other Fees**

**False Alarm**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Residential		\$ 100.00	\$ 100.00
Commercial		\$ 200.00	\$ 200.00
Fire Permit Issuance Fee		\$ 22.00	\$ 22.00
Hazard Reduction Inspection			
This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.			
Parcels < 1 acre		\$ 50.00	\$ 50.00
Parcels 1 acre to < 5 acres		\$ 75.00	\$ 75.00
Parcels > 5 acres		\$ 100.00	\$ 100.00
Hazard Reduction Abatement Administrative Fee		\$ 240.00	\$ 240.00
Hazard Reduction Abatement Cost Recovery			Actual cost charged by the City's abatement contractor.

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**Section 6 - Fire**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Office of Emergency Management and Volunteer Services</u></b>				
Community Emergency Response (CERT)	per Class	\$ 15.00	\$ 15.00	

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## Section 7 - Parks and Community Services

<u>Parks Projects</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Plan Check Fees (1 - 3 submittals)</u></b>				
Project Cost:				
\$0-\$20,000		3.50%	3.50%	
\$20,001-\$100,000		3.25%	3.25%	
> \$100,000		3.00%	3.00%	
4th and subsequent submittals		\$ 140.00	\$ 140.00	
<b><u>Revisions</u></b>				
Minor (detail changes only)		\$ 256.00	\$ 256.00	
Major		Same as initial submittal		
<b><u>Inspection and Testing</u></b>				
Project Cost:				
\$0-\$20,000		7.00%	7.00%	
\$20,001-\$100,000		6.00%	6.00%	
> \$100,000		5.00%	5.00%	
<b>Research of Records, Files, etc</b>		Actual City Cost	Actual City Cost	
<b><u>Penalty Fees</u></b>				
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	\$ 561.00	plus actual damages	\$ 561.00 plus actual damages
Applicant's failure to schedule inspection prior to performing work	per Offense	\$ 112.00		\$ 112.00
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	\$ 112.00		\$ 112.00

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**Section 7 - Parks and Community Services**

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
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**Recreation Programs**

*Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.*

**Adult Sports (18 Years or Older)**

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Basketball League *	Category 4	Per Team	\$ 300.00	\$ 300.00
Basketball Open Play **	Category 4	Per Person	\$ 3.00	\$ 3.00
Bowling Class and League	Category 4	Per Person	\$ 78.00 - 85.00	\$ 78.00 - 85.00
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	\$ 65.00 - 100.00	\$ 65.00 - 100.00
Flag Football League *	Category 4	Per Team	\$ 300.00	\$ 300.00
Flag Football Tournament *	Category 4	Per Team	\$ 150.00 - 200.00	\$ 150.00 - 200.00
Official's Clinic	Category 4	Per Person	\$ 15.00	\$ 15.00
Protest Fee	Category 4	Per Team	\$ 25.00	\$ 25.00
Softball League - Competitive *	Category 4	Per Team	\$ 345.00	\$ 345.00
Softball League - Non-Competitive *	Category 4	Per Team	\$ 260.00	\$ 260.00
Softball Tournament *	Category 4	Per Team	\$ 185.00 - 310.00	\$ 185.00 - 310.00
Tennis Tournament *	Category 4	Per Person	\$ 20.00 - 50.00	\$ 20.00 - 50.00
Volleyball League *	Category 4	Per Team	\$ 260.00	\$ 260.00
Volleyball Tournament *	Category 4	Per Team	\$ 175.00 - 225.00	\$ 175.00 - 225.00
Volleyball Open Play **	Category 4	Per Person	\$ 3.00	\$ 3.00
New Program	Category 4	Per Person	\$ Cost Recovery	\$ Cost Recovery
Cancellation /Transfer Fee	Category 4	Per Person	20%	20%
* Denotes Fee for Late Registration	Category 4	Per Team	\$ 18.00	\$ 18.00

\*\* Excludes Program Registration Fee

**Adult Contract Classes (18 Years or Older)**

Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Belly Dancing For Fun and Fitness	Category 5	Per Person	\$ 32.00 - 45.00	\$ 32.00 - 45.00
Boxing	Category 5	Per Person	\$ 60.00 - 80.00	\$ 60.00 - 80.00
Bryan's Dog Training	Category 5	Per Person	\$ 65.00 - 75.00	\$ 65.00 - 75.00
Kung Fu Art of Self-Defense	Category 5	Per Person	\$ 65.00 - 85.00	\$ 65.00 - 85.00
Yoga - 1 Day	Category 5	Per Person	\$ 36.00 - 50.00	\$ 36.00 - 50.00
Cancellation /Transfer Fee	Category 5	Per Person	20%	20%
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery

## Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b>Youth Sports</b>					
Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.					
Program Registration Fee		Per Program	\$ 2.00	\$ 2.00	
Basketball League * #	Category 6	Per Person	\$ 65.00 - 86.00	\$ 65.00 - 86.00	
Basketball Pee Wee * #	Category 6	Per Person	\$ 50.00	\$ 50.00	
Sports Camp #	Category 6	Per Person	\$ 60.00-110.00	\$ 60.00-110.00	
Flag Football League * #	Category 6	Per Person	\$ 59.00	\$ 59.00	
Middle School Sports Program #	Category 6	Per Person	\$ 25.00	\$ 25.00	
Spudball * #	Category 6	Per Person	\$ 50.00	\$ 50.00	
Tennis Lessons #	Category 6	Per Person	\$ 37.00-65.00	\$ 37.00-65.00	
Pee Wee Flag Football #	Category 6	Per Person	\$ 50.00	\$ 50.00	
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Open Play Basketball / Volleyball # **	Category 6	Per Person	\$ 1.00	\$ 1.00	
Jr. Basketball #	Category 6	Per Person	\$ 60.00	\$ 60.00	
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 6	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 6	Per Person	\$ 5.00-10.00	\$ 5.00-10.00	
** Excludes Program Registration Fee					
# Denotes Family Discount available. See note below.					

### Youth/Teen Activities and Programs

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00	
Breakfast with Santa #	Category 7	Per Person	\$ 6.00 - 10.00	\$ 6.00 - 10.00	
Bunny Brunch #	Category 7	Per Person	\$ 6.00 - 10.00	\$ 6.00 - 10.00	
Holiday Chef #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00	
Holiday Craft #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00	
Camp * (Weekly) #	Category 7	Per Person	\$ 85.00	\$ 85.00	
Spring Chef Workshop #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00	
Spring Craft #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00	
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	\$ 40.00	\$ 40.00	
Time for Tots - 4 Days (2 Weeks) #	Category 7	Per Person	\$ 52.00	\$ 52.00	
T-Shirts **	Category 7	Per Shirt	\$ 10.00	\$ 10.00	
Sunshine Social #	Category 7	Per Person	\$ 20.00	\$ 20.00	
Bowling Class/League #	Category 7	Per Person	\$ 50.00 - 65.00	\$ 50.00 - 65.00	
New Youth/Teen Activities and Programs #	Category 7	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 7	Per Person	\$ 5.00	\$ 5.00	

\*\* Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

### # -FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #.

The following family discount rates apply:

1st child = Full rate

2nd Child = Receives a 15% discount

3rd Child += Receives a 10% discount

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## Section 7 - Parks and Community Services

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Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b>Youth/Teen Classes</b>					
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.					
Program Registration Fee		Per Program	\$ 2.00	\$ 2.00	
Ballet Folklorico - Youth	Category 7	Per Person	\$ 22.00 - 35.00	\$ 22.00 - 35.00	
Boxing - Youth	Category 7	Per Person	\$ 60.00 - 70.00	\$ 60.00 - 70.00	
Drawing for Kids - Youth	Category 7	Per Person	\$ 30.00 - 40.00	\$ 30.00 - 40.00	
Hip Hop Jazz	Category 7	Per Person	\$ 32.00 - 45.00	\$ 32.00 - 45.00	
Instant Piano	Category 7	Per Person	\$ 25.00 - 35.00	\$ 25.00 - 35.00	
Golf Clinic - Youth	Category 7	Per Person	\$ 42.00 - 55.00	\$ 42.00 - 55.00	
Kickboxing - Teen	Category 7	Per Person	\$ 70.00	\$ 70.00	
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	\$ 42.00 - 55.00	\$ 42.00 - 55.00	
Salsa/Latin Dance - Teen	Category 7	Per Person	\$ 55.00 - 85.00	\$ 55.00 - 85.00	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery	

### Senior Programs

Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.

Bingo	Category 3	Per Person	\$ 1.00 = 2 Cards add Cards = \$.50 ea	\$ 1.00 = 2 Cards add Cards = \$.50 ea	
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery	
Bunco	Category 3	Per Person	\$ 2.00	\$ 2.00	
Dances	Category 3	Per Person	\$ 8.00	\$ 8.00	
Line Dancing	Category 11	Per Person	Contracted	Contracted	
Swap Meet	Category 3	Per Table	\$ 5.00	\$ 5.00	
New Senior Contract Program - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Category 1	Per Person	\$ 0	\$ 0	
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery	
New Senior Programs Assisted By Volunteers	Category 2	Per Person	\$ 0	\$ 0	
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted	

### Special Events

Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00	
Easter Egg Hunt	Category 8	Per Person	FREE	FREE	
Fourth of July Parade Entry **	Category 8	Per Entry	\$ 30.00	\$ 30.00	
Fourth of July Parade Vendor **	Category 8	Per Booth	\$ 50.00	\$ 50.00	
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	\$ 75.00	\$ 75.00	
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	\$ 250.00	\$ 250.00	
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	\$ 150.00	\$ 150.00	
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	\$ 25.00	\$ 25.00	
Fourth of July Food Booth Deposit **	Category 8	Per Booth	\$ 50.00	\$ 50.00	
Youth Fest	Category 8	Per Booth	FREE	FREE	
Artober Fest	Category 8	Per Booth	\$ 15.00 - 25.00	\$ 15.00 - 25.00	
Art au Soleil	Category 8	Per Booth	\$ 15.00-25.00	\$ 15.00 - 25.00	
Wine & Art Show	Category 8	Per Booth	\$ 15.00 - 25.00	\$ 15.00 - 25.00	

\*\* Excludes Program Registration Fee

## Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b><u>On-Line Registration Processing Fee (This fee is charged by the on-line provider)</u></b>					
On-Line Registration has no applicable category association.					
Transactions < \$150					
Percentage of Transaction cost plus			6.50% *	6.50%	
Fixed Fee per Transaction			\$ 0.50 *	\$ 0.50	
Transactions from \$150 to \$500					
Percentage of Transaction cost plus			3.50%	3.50%	
Fixed Fee per Transaction			\$ 5.00	\$ 5.00	
Transactions over \$500					
Percentage of Transaction cost plus			2.50%	2.50%	
Fixed Fee per Transaction			\$ 10.00	\$ 10.00	
* \$2.00 minimum					

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## Section 7 - Parks and Community Services

Item No. E.1

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Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b><u>Park Reservations</u></b>					
<i>Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.</i>					
<b><u>Athletic Field Reservation</u></b>					
Non-Profit Youth Groups per field	N/A	2 Hour min.	\$ 2.00	\$ 2.00	
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	\$ 5.00	\$ 5.00	
Adult & Youth Sports play by Private Groups	N/A	Per Hour	\$ 10.00	\$ 10.00	
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	\$ 50.00	\$ 50.00	
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	\$ 50.00	\$ 75.00	
Cancellation /Transfer Fee	N/A	N/A	20%	20%	
<b><u>Athletic Field Lighting</u></b>					
All Users (This does not include adult groups at Moreno Valley Community Park)	N/A	Per Hour	\$ 15.00	\$ 14.00	DEPT REQUESTED
Adult groups at Moreno Valley Community Park	N/A	Per Hour	\$	\$ 17.00	NEW
<b><u>Snack Bar (4 Hours or Less Play)</u></b>					
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	\$ 20.00	\$ 20.00	
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	\$ 10.00	\$ 10.00	
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	\$ 125.00	\$ 125.00	
Key Deposit (required for all groups)	N/A	Per Group	\$ 25.00	\$ 25.00	
<b><u>Storage Unit Rental</u></b>					
Storage Units	N/A	Per Month	\$ 35.00	\$ 35.00	
<b><u>Over 4 Hour Play</u></b>					
Field Reservation/Non-Profit (First field preparation included.)	N/A	Per Field	\$ 100.00	\$ 100.00	
Field Reservation/ Private Group (First field preparation included.)	N/A	Per Field	\$ 175.00	\$ 175.00	
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	\$ 50.00	\$ 75.00	
Field Preparation - Weekend	N/A	Per Field	\$	\$ 115.00	NEW
Mound Drop and Removal	N/A	Per Event	\$ 175.00- 300.00	\$ 175.00- 300.00	
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue	
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	\$ 200.00	\$ 200.00	
Snackbar	N/A	Per Day	\$ 50.00	\$ 50.00	
Vendor Fee	N/A	Per Event	\$ 100.00	\$ 100.00	
Facility Deposit	N/A	N/A	\$ 100.00	\$ 100.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Gate Admission Must be Pre-Approved by Director Per Event					

## Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b><u>Park Fees</u></b>					
Park Reservation for Special Events	N/A	Per Day	\$ 50.00	\$ 50.00	
Park Reservation for Park Area	N/A	Per Day	\$ 25.00	\$ 25.00	
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	\$ 37.00	\$ 37.00	
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	\$ 80.00	\$ 80.00	
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	\$ 156.00	\$ 156.00	
Cleaning/Security Deposit	N/A	Per Day	\$ 75.00	\$ 75.00	
Special Event Permit	N/A	Per Day	\$ 207.00	\$ 207.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Electrical Use		Per Day	\$ 35.00	\$ 35.00	
<b><u>Valley Skate Park and Soccer Arena</u></b>					
Helmet Rental	N/A	Per Person	\$ 3.00	\$ 3.00	
Helmet Deposit (ID Required or \$20 Deposit)	N/A	Per Person	\$ 20.00	\$ 20.00	
Instructional Clinics/Lessons Per Session	N/A	Per Person	\$ 5.00-20.00	\$ 5.00-20.00	
Skate Park and Arena Soccer Session Entry Fee					
Youth	NA	Per Session	\$ 2.00	\$ 2.00	
Adult	NA	Per Session	\$ 4.00	\$ 4.00	
Soccer Arena Rental	NA	Per Hour	\$ 5.00-50.00	\$ 5.00-50.00	
Arena Soccer League					
Youth	NA	Per Team	\$ 50.00-100.00	\$ 50.00-100.00	
Adult	NA	Per Team	\$ 300.00-500.00	\$ 300.00-500.00	
Lights	NA	Half Hour	\$ 7.50	\$ 7.50	
School District Arena Rental	NA	Per Team	\$ Cost Recovery for Staff	\$ Cost Recovery for Staff	
<b><u>Golf Course</u></b>					
<b>Golf Course Fees:</b>					
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 11.00	\$ 13.00	
<del>Adult - 18 Holes Twilight Rate (after 2PM)</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$</del>	<del>\$ 10.00</del>	NEW
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 8.00	\$ 9.00	
<del>Adult - 9 Holes Twilight Rate (After 2PM)</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$</del>	<del>\$ 6.00</del>	NEW
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 9.00	\$ 11.00	
<del>Seniors 55 &amp; Over - 18 Holes Twilight Rate (After 2PM)</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$</del>	<del>\$ 10.00</del>	NEW
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 6.50	\$ 7.00	
<del>Seniors 55 &amp; Over - 9 Holes Twilight Rate (After 2PM)</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$</del>	<del>\$ 6.00</del>	
Adult & Seniors 18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	\$ 14.00	\$ 15.00	NEW
Adult & Seniors 9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	\$ 9.50	\$ 11.00	
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 9.00	\$ 8.00	
<del>Students Under 18 - 18 Holes Twilight Rates (After 2PM)</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$</del>	<del>\$ 8.00</del>	NEW
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 6.50	\$ 5.00	
<del>Students Under 18 - 9 Holes Twilight Rates (After 2PM)</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$</del>	<del>\$ 5.00</del>	NEW
Students Under 18 - 18 Holes (Weekends, Holidays, Tournament)	N/A	Per Person	\$	\$ 9.00	NEW
Students Under 18 - 9 Holes (Weekends, Holidays, Tournament)	N/A	Per Person	\$	\$ 7.00	NEW
Cart Rental	N/A	Per Cart	\$ 2.50	\$ 3.00	
Club Rental	N/A	Per Set	\$ 5.00	\$ 5.00	
Replay for Additional 9-Holes	N/A	Per Person	\$	\$ 5.00	NEW
<del>Locker Rentals = with Monthly Card</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 5.00</del>	<del>\$ 5.00</del>	DELETE
<del>Locker Rentals = without Monthly Card</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 10.00</del>	<del>\$ 10.00</del>	DELETE

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**Item No. E.1**

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b>Golf Course Specials</b>					
Punch Cards: Adults = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 75.00	\$ 60.00	
Punch Cards: Seniors = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 50.00	\$ 50.00	
Punch Cards: Juniors Students = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 50.00	\$ 35.00	
Punch Cards: Adults = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	\$	\$ 75.00	NEW
Punch Cards: Seniors = Ten 9-Hole Rounds (Any Date)	N/A	Per Card	\$	\$ 75.00	NEW
Punch Cards: Students = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	\$	\$ 50.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	\$	\$ 90.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	\$	\$ 75.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	\$	\$ 55.00	NEW
Punch Cards: Adults = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	\$	\$ 100.00	NEW
Punch Cards: Seniors = Ten 18-Hole Rounds (Any Date)	N/A	Per Card	\$	\$ 100.00	NEW
Punch Cards: Students = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	\$	\$ 60.00	NEW
<del>Youth After School Cards = 3 months (Local schools + up to 17 yrs-old) M - F = 3 pm until dusk</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 90.00</del>	<del>\$ 90.00</del>	DELETE
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 65.00	\$ 75.00	
Monthly Cards: Juniors Students (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 65.00	\$ 75.00	
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 90.00	\$ 75.00	
<del>Monthly Cards: Family of 4 (Mon.-Fri.) Unlimited Play</del>	<del>N/A</del>	<del>Per Group</del>	<del>\$ 170.00</del>	<del>\$ 170.00</del>	DELETE

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**Section 7 - Parks and Community Services**

**Facility Rental**

**Senior Center**

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 10.00	\$ 10.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 20.00	\$ 20.00
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 20.00	\$ 20.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 35.00	\$ 35.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-	-
Service/Facility fees may apply							Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	\$ 45.00	\$ 45.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 90.00	\$ 90.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	\$ 100.00	\$ 100.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 175.00	\$ 175.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	\$ 55.00	\$ 55.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	\$ 40.00	\$ 40.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	\$ 45.00	\$ 45.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	\$ 30.00	\$ 30.00
Service/Facility fees may apply							Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	\$ 100.00	\$ 100.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 175.00	\$ 175.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	\$ 175.00	\$ 175.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 300.00	\$ 300.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	\$ 125.00	\$ 125.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	\$ 68.00	\$ 68.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	\$ 100.00	\$ 100.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	\$ 58.00	\$ 58.00
Service/Facility fees may apply							Service/Facility fees may apply

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Service/Facility	Current Fee	Proposed Fee
Refundable Cleaning / Security Deposit	\$ 300.00	\$ 300.00
Setup / Reset Charge (if applicable)	\$ 75.00	\$ 75.00
Main Kitchen (Only)	\$ 100.00	\$ 100.00
Cleaning	\$130.00 - \$150.00	\$130.00 - \$150.00
Decorating	Per Hour \$ 25.00	\$ 25.00
Overtime Staff Charge	Per Hour Cost Recovery	Cost Recovery
Staff Time	Per Hour \$20.00 - \$30.00	\$20.00 - \$30.00
Security Services	Per Hour \$20.00 - \$25.00	\$20.00 - \$25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm \$ 200.00	\$ 200.00
False Alarm - Fire penalty	Per False Alarm \$ 28.00	\$ 28.00
False Alarm - Police penalty	Per Hour \$ 150.00	\$ 150.00
Insurance	Cost Recovery	Cost Recovery
Cancellation Fee	\$ 300.00	\$ 300.00

**RECIPROCAL ARRANGEMENTS**

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 15.00	\$ 15.00
			4 hours	Friday through Sunday	Per Hour	\$ 15.00	\$ 15.00
Service/Facility fees may apply							
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 60.00	\$ 60.00
			4 Hours	Friday through Sunday	Per Hour	\$ 70.00	\$ 70.00
Service/Facility fees may apply							
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 80.00	\$ 80.00
			4 Hours	Friday through Sunday	Per Hour	\$ 90.00	\$ 90.00
Service/Facility fees may apply							
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 25.00	\$ 25.00
				First two hours			
			4 Hours	Friday through Sunday	Per Hour	\$ 18.00	\$ 18.00
				First two hours			
Service/Facility fees may apply							

Service/Facility	Unit	Current Fee	Proposed Fee
Refundable Security Deposit	Per Hour	\$ 200.00	\$ 200.00
Setup/Reset Charge (if applicable)		\$ 25.00	\$ 25.00
Cleaning Fee		\$130.00 - \$150.00	\$130.00 - \$150.00
Cancellation Fee		\$ 200.00	\$ 200.00
Staff Regular Time	Per Hour	\$20.00 - \$30.00	\$20.00 - \$30.00
Staff Overtime		Cost Recovery	Cost Recovery
Decorating	Per Hour	\$ 25.00	\$ 25.00
Set-up Time and Tear Down of Event	Per Hour	\$ 25.00	\$ 25.00
False Alarm - Fire	Per Alarm	\$ 200.00	\$ 200.00
False Alarm - Police	Per Alarm	\$ 28.00	\$ 28.00
Unscheduled Program Use	Per Hour	\$ 100.00	\$ 100.00
Security Services	Per Hour	\$20.00 - \$25.00	\$20.00 - \$25.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

**Section 7 - Parks and Community Services**

**Conference and Recreation Center**

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00	\$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00	\$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	\$ 300.00	\$ 300.00
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 12.00	\$ 12.00
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 12.00	\$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	\$ 12.00	\$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	\$ 12.00	\$ 12.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00	\$ 25.00
Service/Facility fees may apply							Service/Facility fees may apply
2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 144.00	\$ 144.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 144.00	\$ 144.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 300.00	\$ 300.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 300.00	\$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 350.00	\$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00	\$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00	\$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00	\$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 50.00	\$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 30.00	\$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 45.00	\$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00	\$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00	\$ 25.00
Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00	\$ 40.00		
Service/Facility fees may apply							
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities. - Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 160.00	\$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 210.00	\$ 210.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 300.00	\$ 300.00
		Grand Valley Ballroom with small patio-attendance under 200	3 Hours	Saturday	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 300.00	\$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 350.00	\$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00	\$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00	\$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00	\$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 50.00	\$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 30.00	\$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 45.00	\$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00	\$ 50.00
Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00	\$ 25.00		

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**Item No. E.1**

Section 7 - Parks and Community Services

Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00	\$ 40.00
Service/Facility fees may apply							Service/Facility fees may apply
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 200.00	\$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 350.00	\$ 350.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 400.00	\$ 400.00
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday	Per Hour	\$ 160.00	\$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 350.00	\$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 400.00	\$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 75.00	\$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 40.00	\$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00	\$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 75.00	\$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 40.00	\$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00	\$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 75.00	\$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 110.00	\$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 100.00	\$ 100.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 50.00	\$ 50.00
Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00	\$ 40.00		
Service/Facility fees may apply							Service/Facility fees may apply

Service/Facility	Unit	Current Fee	Proposed Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4		\$200.00 - \$750.00	\$200.00-\$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)		\$ -	\$ -
Alessandro Room Refundable Security Deposit		\$ 100.00	\$ 100.00
Frank E. Brown Room Refundable Security Deposit		\$ 100.00	\$ 100.00
Dance Studio Refundable Security Deposit		\$250.00 - \$500.00	\$250.00 - \$500.00
Gymnasium Refundable Security Deposit		\$250.00 - \$500.00	\$250.00 - \$500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.	Per Hour	\$ 31.00	\$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.	Per Hour	\$ 25.00	\$ 25.00
Scoreboard and Controller	Per Day	\$ 20.00	\$ 20.00
Extended Facility Use			
Entire Gymnasium	Per Hour	\$ 100.00	\$ 100.00
Half Gymnasium	Per Hour	\$ 50.00	\$ 50.00
Grand Valley Ballroom	Per Hour	\$ 450.00	\$ 450.00
False Alarm - Fire	Per Alarm	\$ 200.00	\$ 200.00
False Alarm - Police	Per Alarm	\$ 28.00	\$ 28.00
Cleaning Fee		\$200.00 - \$230.00	\$200.00 - \$230.00
Unscheduled Program Use	Per Hour	\$ 100.00	\$ 100.00
Insurance		Cost Recovery	Cost Recovery
Decorating	Per Hour	\$ 31.00	\$ 31.00
Audio Visual Technician	Per Hour	\$35.00 - \$45.00	\$35.00 - \$45.00
Staff Time	Per Hour	\$20.00 - \$30.00	\$20.00 - \$30.00
Staff Overtime (per hour)		Cost Recovery	Cost Recovery
Security Services	Per Hour/Per Guard	\$20.00 - \$25.00	\$20.00 - \$25.00

**Conference and Recreation Center (Cont.)**

<b>Equipment Rental</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
TV/VCR/DVD	\$25	\$25
Coffee Pot (12 cup)	\$6	\$6
Coffee Pot (55 cup)	\$20	\$20
Coffee Pot (100 cup)	\$40	\$40
Linen Rental	\$5	\$5
AV Projector	\$25	\$25
Overhead Projector	\$20	\$20
Microphone (cordless)	\$25	\$25
Deluxe Sound System (small system available at no charge)	\$100	\$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	\$200	\$200
Easel	\$10	\$10
Flags	No charge	No charge
Gymnasium Floor Covering	\$1,300	\$1,300
Platform Lights	\$100.00 - \$200.00	\$100.00 - \$200.00
Portable Bar	\$50	\$50
Projection Screen	No charge	No charge
Podium with microphone	No charge	No charge

\* Tables and chairs are included in the room rental fee.

\* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.

\* Replacement fee will be assessed if equipment is damaged or destroyed.

\* Rental equipment fees are subject to change without notice.

\* Fees are subject to cost recovery charges.

**RECIPROCAL ARRANGEMENTS**

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

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**Item No. E.1**

**Mobile Stage Unit**

Categories	Mandatory Staff Fee		Refundable Cleaning Deposit	Unit	Current Fee	Proposed Fee
	Stage Unit with Platforms (3 staff)	(2 staff)				
<b>Category I</b>	Cost Recovery	Cost Recovery				
			No Charge		No Charge	No Charge
<b>Category II</b>						
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 135.00	\$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 575.00	\$ 575.00
<b>Category III</b>						
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 125.00	\$ 125.00
<b>Category IV</b>						
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 335.00	\$ 335.00
<b>Category V</b>						
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 560.00	\$ 560.00
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 600.00	\$ 600.00

CATEGORY DEFINITIONS	
<b>Category I:</b>	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
<b>Category II:</b>	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
<b>Category III:</b>	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
<b>Category IV:</b>	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
<b>Category V:</b>	Non-Moreno Valley based businesses and non-profit organizations.

**MOBILE STAGE UNIT MISCELLANEOUS INFORMATION**

DIMENSIONS	
Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
<b>Body of Mobile Stage Unit</b>	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8"
<b>Platforms</b>	
Extra Stage - Total of 9 Each	4' X 8'

**AMENITIES INCLUDED IN MOBILE STAGE UNIT COST**

Skirting around mobile stage unit  
Generator

**OPTIONAL AMENITIES**

Sound System available at an additional cost of \$50.00 per day plus \$100.00 refundable security / deposit.  
Sound System include Amplifier - Includes 8 Channels  
Two (2) Large speakers with stands  
Two (2) microphones with stands  
Tape deck

**Equestrian Center**

User Group	Classification		Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		\$ 0 *	\$ 0
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		\$ 100.00 *	\$ 100.00
Group 3	Moreno Valley commercial groups - social activities.	Per Day	\$ 125.00 *	\$ 125.00
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	\$ 125.00 *	\$ 125.00
Group 5	Resident, commercial use for profit.	Per Day	\$ 125.00 *	\$ 125.00
Group 6	Non-Resident, commercial use for profit.	Per Day	\$ 125.00 *	\$ 125.00

\* Service/Facility Use Fees may apply

**SERVICE / FACILITY USE FEES**

Service / Facility	Current Fee	Proposed Fee
Refundable Security Deposit	\$ 300.00	\$ 300.00
Tractoring Fee (if applicable), each	\$ 100.00	\$ 100.00
Standby Tractoring Fee	\$ 50.00	\$ 50.00
Water Key Deposit	\$ 25.00	\$ 25.00
Lighting	\$ 15.00	
Cancellation	\$ 25.00	\$ 25.00
Staff Overtime (per hour)	Cost Recovery	Cost Recovery

**RECIPROCAL ARRANGEMENTS**

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

**Cottonwood Banquet Room**

Room	Classification		Current Fee	Proposed Fee
Banquet Room	Friday through Saturday ( Minimum Time 4 hours)	per Hour	\$ 0 *	\$ 50.00 NEW
Banquet Room	Monday through Thursday (Minimum Time 2 hours)	Per Hour	\$ 0 *	\$ 40.00 NEW

\* Service/Facility Use Fees may apply

**SERVICE / FACILITY USE FEES**

Service / Facility	Current Fee	Proposed Fee
Refundable Cleaning/Security Deposit	\$ -	\$ 200.00 NEW
Setup/Reset Charge	per Hour \$ -	\$ 25.00 NEW
Cleaning	\$ -	Cost Recovery NEW
Decorating	per Hour \$ -	\$ 25.00 NEW
Staff Charge	per Hour \$ -	\$ 25.00 NEW
Other Security Services	per Hour \$ -	\$ 20.00 NEW
Unscheduled Program Use	per Hour \$ -	\$ 90.00 NEW
Cancellation Fee	per Hour \$ -	\$ 200.00 NEW

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Item No. E.1

**Section 8 - Police****Item No. E.1****-1096-**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
3C Letter (Alcohol Beverage Control Letter)	Each	\$ 20.00	\$ 20.00	
<b><u>Administrative Citations</u></b>				
1st Offense		\$ 100.00 MC 1.01.230	\$ 100.00	
2nd Offense		\$ 200.00 MC 1.01.230	\$ 200.00	
3rd Offense		\$ 500.00 MC 1.01.230	\$ 500.00	
Bingo Permit	Annual	\$ 50.00 Fee set by PC 326.5/Ord 611 11.50.050	\$ 50.00	
Certification of Police Records	Each	\$ 5.00	\$ 5.00	
Clearance Letter	Each	\$ 10.00 GC6253(b)	\$ 10.00	
Citation Sign-off for Non-Resident	Each	\$ 15.00 GC26746.1	\$ 15.00	
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department			
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan			
False Alarm Response				
Burglary	per Occurrence	\$ 31.00	\$ 32.00	
Robbery	per Occurrence	\$ 123.00	\$ 125.00	
Fingerprinting (Live Scan)				
Processing through DOJ and FBI	per Set	\$ 49.00 Fee set by DOJ and FBI	\$ 49.00	
Processing through DOJ	per Set	\$ 32.00 Fee set by DOJ	\$ 32.00	
Processing fee	per Set	\$ 10.00 PC 13300(e)	\$ 10.00	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		\$ 30.00 MC 11.05.080	\$ 30.00	
Photographs				
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	\$ 22.00	\$ 22.00	
Color Copy of Digital Photo	Each	\$ 5.00	\$ 5.00	
Mug Shot/Booking Photo	Each	\$ 5.00	\$ 5.00	



**Section 8 - Police**

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Police Services at Public Event					
Police Sergeant	per Hour	\$ 95.37	Fully burdened City cost per contract	\$ 99.46	Fully burdened City cost per contract
Police Officer	per Hour	\$ 70.67	Fully burdened City cost per contract	\$ 71.11	Fully burdened City cost per contract
Community Services Officer	per Hour	\$ 48.35	Fully burdened City cost per contract	\$ 48.63	Fully burdened City cost per contract
Reports					
Collision and Crime	up to 10 pages	\$ 5.00		\$ 5.00	
	each additional page	\$ 0.20		\$ 0.20	
Repossession Fee		\$ 15.00	Fee set by GC26751 & GC41612	\$ 15.00	
Second Hand Dealers License					
State Initial License		\$ 195.00	Bus & Prof Code 21641	\$ 300.00	BASED ON BUS & PROF CODE
Renewal		\$ 12.00	Bus & Prof Code 21642	\$ 300.00	BASED ON BUS & PROF CODE
Fingerprinting (Live Scan)		\$ 32.00	Fee set by DOJ	\$ 32.00	
Live Scan processing fee		\$ 10.00	PC 13300(e)	\$ 10.00	
Security Clearance Information Act (SCIA) - Local Records Check		\$ 5.00	Federal Statute Title 5 Chapter 91 Section 9101	\$ 5.00	
-1097- Taxicab					
Application Processing	Annual	\$ 156.00		\$ 159.00	
Taxicab Driver Permit	Annual / per Driver	\$ 11.00		\$ 11.00	
Taxicab Permit	Annual / per Taxicab	\$ 11.00		\$ 11.00	
Fingerprinting/Background Check			See Fingerprinting: Live Scan		
Tow Truck					
Driver Fee	Annual	\$ 25.00		\$ 26.00	
Fingerprinting/Background Check			See Fingerprinting: Live Scan		
Vehicle Release		\$ 120.00		\$ 120.00	
Massage					
Appeal Fee (Operator and technician)		\$ 143.00		\$ 146.00	
Application Fee and Renewal		\$ 13.00		\$ 13.00	
Inspection Fee		\$ 139.00		\$ 142.00	
<u>Background Check, Fingerprinting and photo</u>					
Initial		\$ 172.00		\$ 175.00	
Renewal		\$ 69.00		\$ 70.00	
Testing Fee (Operator and technician)		\$ 96.00		\$ 98.00	

**Item No. E.1**

**Section 9 - Public Works**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Administration</u></b>				
Plans and Specification Fee (non-refundable)		Actual cost (\$10 min)	Actual cost (\$10 min)	
Copy of Capital Improvement Plan	Each	Actual City Cost	Actual City Cost	

**Item No. E.1**

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**Electric Utility**

**PLAN CHECKING AND INSPECTION/TESTING FEES**

Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).

Improvement Plans (Total cost of construction)

Off-Site & On-Site 1-3 submittals		
First \$20,000	4.00%	4.00%
Next \$80,000	3.50%	3.50%
Over \$100,000	3.25%	3.25%
4th and subsequent submittals per sheet	\$248/sheet or as directed by City Engineer	\$248/sheet or as directed by City Engineer

Revisions (Improvement Plans)

Minor per sheet	\$ 261.00	\$ 261.00
Major per sheet (minimum fee)	\$ 269.00	\$ 269.00

Inspection and Testing (Total cost of construction)

Off-Site & On-Site		
First \$20,000	4.00%	4.00%
Next \$80,000	3.50%	3.50%
Over \$100,000	3.25%	3.25%

**RATE SCHEDULE & CHART OF CHARGES AND FEES**

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at [http://www.moval.org/resident\\_services/utilities/rate-tariff.shtml](http://www.moval.org/resident_services/utilities/rate-tariff.shtml) or from the MVU Office.

<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
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**Item No. E.1**

**Section 9 - Public Works**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Maintenance and Operations</u></b>				
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	\$ 280.00	\$ 286.00	
<b><u>Solid Waste</u></b>				
Self Haul Permit (Solid Waste)	Each	\$ 41.00	\$ 42.00	
<b>Confiscation of Bin</b>				
<b>(1.5 yard - 6 yard)</b>				
Hauling & Disposal	per Bin	\$ -	\$ 98.00	NEW
Storage	per Bin	\$ -	\$ 25.00	NEW
<b>(10 yard - 40 yard)</b>				
Hauling & Disposal	per Bin	\$ -	\$ 458.00	NEW
Storage	per Bin	\$ -	\$ 75.00	NEW

Item No. E.1

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**Section 9 - Public Works**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Transportation Engineering</u></b>				
<b><u>Permit Parking Program</u></b>				
Application Fee	Each	\$ 93.00	\$ 95.00	
<b><u>Special Traffic Count</u></b>				
Daily Directional	per Count	\$ 141.00	\$ 144.00	
Daily Non-Directional	per Count	\$ 70.00	\$ 71.00	
Peak Hour Intersectional	per Count	\$ 49.00	\$ 50.00	
<b><u>Speed Study</u></b>				
Radar		\$ 53.00	\$ 54.00	
Speed Profile (2 tubes, 1 machine)		\$ 197.00	\$ 201.00	
Special Traffic Curb Painting	Deposit	\$ 178.00	\$ 178.00	Actual charge is "fully burdened" rate charge
<b><u>Signs</u></b>				
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	\$ 280.00	\$ 286.00	
Neighborhood Watch Signs (Installed)	Each	\$ 13.00	\$ 13.00	
Street Name Sign	Each	\$ 421.00	\$ 429.00	

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**Item No. E.1**

**Section 9 - Public Works**

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Transportation Engineering</u></b>				
<b><u>Signal Construction Inspection and Turn-on</u></b>				
<= \$100,000 of Engineer's estimate		4.00%	4.00%	
\$100,001-\$250,000 of Engineer's estimate		3.00%	3.00%	
> \$250,000 of Engineer's estimate		2.50%	2.50%	
Controller Testing		\$ 2,005.00	\$ 2,045.00	
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	\$ 364.00	\$ 371.00	
4th and subsequent submittals	Per Sheet	\$ 213.00	\$ 217.00	
<b><u>Temporary Parking Permit</u></b>				
Type I (Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)		\$ 141.00	\$ 144.00	
Type II (Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)		\$ 70.00	\$ 71.00	
<b><u>Traffic Impact Analysis</u></b>				
Minor	Each	\$ 1,177.00	\$ 1,201.00	
Major	Each	\$ 3,118.00	\$ 3,180.00	
Traffic Control Plan Review (1-3 submittals)	per Sheet	\$ 364.00	\$ 371.00	
4th and subsequent submittals	Per Sheet	\$ 213.00	\$ 217.00	

## Section 10 - Miscellaneous Fees and Charges

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Council Chamber Room Rental	per Day	\$ 132.00	\$ 132.00	
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	\$1,526.00	\$ 1,557.00	
Housing Assistance Financial Analysis Charge		City Cost	City Cost	
Mileage for City employee appearances	per Mile	IRS allowable rate	IRS allowable rate	
Motion Picture Permit	Each	\$ 393.00	\$ 393.00	
<b><u>Copies *</u></b>				
Black & White	per Page	\$ 0.20	\$ 0.20	
Color	per Page	\$ 0.75	\$ 0.75	

\* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563
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Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

**Note: Projects equal to or in excess of \$50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.**

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

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**Item No. E.1**

## Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.42	No parking (street sweeping)	\$ 45.00	\$ 12.50	\$ 57.50	\$ 102.50	\$ 12.50	\$ 115.00
6.04.040.D2	Parking on unimproved surface	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
11.24.200	Inoperative vehicle in view in excess of 72 hours	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00

Item No. E.1

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## Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B7	On any alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 156.50	\$ 12.50	\$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00

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Item No. E.1

## Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	\$ 45.00	\$ 12.50	\$ 57.50	NA	NA	NA
	Improper display of tabs with correction	\$ 5.00	\$ 5.00	\$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
21211(a)	Stopping in bicycle lane	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(a)	Parking unlawfully, within intersection	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(b)	Parking unlawfully, on crosswalk	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(c)	Parking unlawfully, adjacent to safety zone	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(e)	Parking unlawfully, blocking any driveway	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(f)	Parking unlawfully, on a sidewalk	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(g)	Parking unlawfully, blocking excavation	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(h)	Parking unlawfully, double parking	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(i)	Parking unlawfully, in posted bus loading zone	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	\$ 50.00	\$ 12.50	\$ 62.50	\$ 112.50	\$ 12.50	\$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18" from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22507.8(a)	Parking in space designated for disabled	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	\$ 50.00	\$ 12.50	\$ 62.50	\$ 112.50	\$ 12.50	\$ 125.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22522	Parking within 3 feet of a sidewalk access ramp	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22658	Unauthorized parking	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
40226	Failure to display handicapped placard	\$ 20.00	\$ 12.50	\$ 32.50	NA	NA	NA
	Other	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00

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# CITY OF MORENO VALLEY

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## Annual Fee Schedule Update

July 9, 2013

Item No. E.1

# Background



**The Fee Schedule is based on the recovery of the estimated reasonable cost to provide a service as established by the California Government Code**



**Last comprehensive fee study was done in FY 2005**



**Anticipate conducting a new fee/cost study during FY 2014**

# General Considerations



**An inflation factor of 2% has been applied to most fees to reflect the average rate of change in the CPI (Los Angeles-Riverside-Orange County)**



**The inflation factor has not been applied to Deposit based fees which generally reflect time & material based charges**



**Other increases or decreases in fees or the addition or deletion of fees can be recommended by departments**

# Administrative Services Animal Services



**Dog adoption fees were not increased.  
Council can reduce fees over the course of  
the year.**

# Community and Economic Development Building & Safety Division



## Fees increased to match fully burdened rate

- Demand Letter
- Updated Demand Letter
- Replacement Lien Release



## New fees requested

- Replacement Job Card
- Transfer of Issued Permit to New Applicant with Job Card
- Special Inspector Registration
- Address Assignment
- Alternate Means, Methods or Materials Review

-1111-

Item No. E.1

# Community and Economic Development Building & Safety Division



## **New fees requested (continued)**

- **Counter Plan Checks/Site Approval**
- **Plan Check (Accessibility, Green or Energy Code)**
- **Plan Check Solar SV System**
- **Plan Check/Permit Extension**
- **Revision of Approved Plans**
- **Inspections (Accessibility, Green or Energy Code)**
- **Training Surcharge (AB717)**
- **Document Archive**
- **Technology Maintenance Fee**



# Community and Economic Development Land Development Division



## **Fees consolidated to include review processes performed by Planning**

- **Lot Line Adjustment**
- **Certificate of Parcel Merger**
- **Certificate of Compliance**
- **Conditional Certificate of Compliance**
- **Parcel Map Residential & Commercial**
- **Amended Parcel Map Residential & Commercial**
- **Amended Tract Map**
- **4<sup>th</sup> and Subsequent Reviews**
- **Subdivisions & Custom Homes**

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Item No. E.1

# Community and Economic Development Land Development Division



## **Fees consolidated to include review processes performed by Planning (continued)**

- **Tract Map & Non-Subdivisions**
- **Revisions (Mass/Rough Grading Plans)**
- **Stockpile/Borrow Site Plans**
- **Revisions (Stockpile/Borrow)**
- **Precise Grading Plan Check Parcel Maps**
- **Precise Grading Plan Check Tract Maps**
- **Precise Grading Plan Non-Subdivisions**
- **Precise Grading Plan Revisions (Precise Grading Plans)**

# Community and Economic Development Land Development Division



## **New fees requested**

- **NPDES Invoice Processing Fees**
- **Construction Inspection**
- **Business Inspection**



**Advanced Energy categories have been expanded to better represent potential future street lighting installations**

# Community and Economic Development Planning Division



**Increased “Fully Burdened Hourly Rate” to reflect current cost levels**



**Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions**

- **Conditional Use Permit**
- **Conditional Use Permit Amended CUP/Substantial Conformance**
- **Custom Home Review**
- **Environmental Review-Expanded Initial Study /Expanded Project Review**

# Community and Economic Development Planning Division



**Fees recalculated to reflect review processes performed by the Building & Safety and Special Districts Divisions (continued)**

- **Plot Plan**
  - **With Hearing**
  - **Without Hearing (notice)**
  - **Without Hearing (no notice)**
  - **Amended Plot Plan/Substantial Conformance**
- **Temporary Use Permits**



**New fee requested for Development Impact Fee (DIF) Processing**

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# Financial & Management Services Special Districts



**Added a notation that Mail Ballot/Special Election Fees will include any associated 3<sup>rd</sup> party costs**

# Fire



## **New fees requested:**

- **Plan Check & Inspection Fees for:**
  - **Alarm (Fire) Monitoring**
  - **Photovoltaic Systems**
  - **Hazardous Materials**
  - **Welding & Cutting**
- **Multi-Family Residential Housing Fire Inspection**

# Parks & Community Services



## New fees requested

- **Athletic Field Lighting-Adult Groups at Moreno Valley Community Park**
- **Over 4 Hour Play-Field Preparation-Weekends**
- **Golf Course**
  - **Twilight Rate (after 2 P.M.)**
    - **Adult**
    - **Senior (55 & Over)**
    - **Students under 18**
  - **Students under 18 (Weekends, Holiday, Tournament)**
- **Replay for Additional 9 Holes**
- **Punch Cards for Adults, Seniors & Students**
- **Facility Rental Fee for the Cottonwood Banquet Room**



# Parks & Community Services



## **Fees to be deleted**

- **Golf Course**
  - **Locker Rentals**
  - **Youth After School Cards**
  - **Monthly Cards: Family of 4**

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Item No. E.1

# Police



## **Fees revised to reflect current contract rates**

- **Police Services at Public Events**
  - **Police Sergeant**
  - **Police Officer**
  - **Community Services Officer**



## **Fees revised to reflect the Business & Professions Code**

- **Second Hand Dealers License-State (Initial & Renewal)**

# Public Works Maintenance & Operations



**Public Works Department, Maintenance & Operations Division, Solid Waste & Recycling Program is proposing an ordinance to institute illegal hauling prohibitions which will result in the need for additional fees to be included in the FY13/14 Fee Schedule. The following fees are related to the costs for the City's franchise waste hauler to haul and store illegal bins for a maximum of 30 days:**

- **Confiscation of Bins**
  - **Hauling & Disposition**
  - **Storage**

-1123-

Item No. E.1

# Implementation Schedule



**Non-Development Fees effective Monday  
July 15, 2013**



**Development related fees effective Monday  
September 9, 2013**

- **Development fees are those fees associated with Planning, Building & Safety, Land Development, Special Districts and Fire**
- **This will accommodate the 60 day waiting period required by Government Code Section 660016-17 for development related fees**

-1125-

## Annual Fee Schedule Update

### Questions

Item No. E.1

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 9, 2013

**TITLE:** AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM

---

### **RECOMMENDED ACTION**

Recommendations: That the City Council:

1. Authorize the Award of a Crossing Guard Services Contract to All City Management Services to provide adult crossing guard services within the City commencing with the start of the 2013/2014 school year in mid-August.
2. Authorize the City Manager to execute an agreement with All City Management Services.
3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of \$440,972 for the first year of the agreement and subsequent purchase orders as necessary to fund the four subsequent years of services in accordance with the terms of the agreement.
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, if needed, subject to the approval of the City Attorney.

## **BACKGROUND**

As part of City Council identified potential deficit reduction strategies, staff issued a Request for Proposal (RFP) for crossing guard services in June, 2012. All proposals were required to be submitted to the City no later than June 28, 2012. In response to the City's RFP, proposals were received from the following companies (presented in alphabetical order):

1. All City Management Services
2. American Guard Services
3. Commonwealth Integrated Security
4. General Security Service

An internal review team consisting of Public Works staff reviewed the proposals. The proposals were evaluated on multiple criteria utilizing a point system. The criteria included:

- Compliance with the Proposal Format and Clarity of the Proposal
- Proposer's qualifications and similar project management experience
- Key project personnel qualifications and experiences
- Schedule of Implementation, Training, and Staffing
- References

The review team unanimously ranked All City Management Services as the best-qualified firm. All City Management Services currently employs over 2,900 crossing guards and provides service to over 135 local agencies including Anaheim, Bellflower, Bell Gardens, Brea, Dana Point, Downey, and Fontana.

On July 10, 2012 the City Council considered an action to award a contract for crossing guard services to All City Management Services. After discussing the item, the City Council continued the action to contract for the Crossing Guard Services and directed staff to bring the item back to a future Study Session.

On May 21, 2013, staff brought the item to a regularly scheduled Study Session to provide additional information and answer questions. At the conclusion of the item, staff was directed to bring additional information and answer questions in meetings with individual Council Members. These meetings were conducted and requested information has been provided. The action is now being brought forth again for City Council consideration.



## **DISCUSSION**

The City of Moreno Valley has provided adult school crossing guards, supervised by the Public Works Department, since the 1980's to serve the 28 Elementary schools within the Moreno Valley and Val Verde Unified School Districts. The current program employs 33 regular crossing guards, 10 alternate crossing guards, one crossing guard supervisor, and one assistant crossing guard supervisor. The City provides approximately 33,350 hours of crossing guard services for a typical school year.

The costs of providing the guards in the Moreno Valley Unified School District are borne entirely by City funding. In the Val Verde School District, the costs of the guards are shared through a longstanding partial reimbursement agreement. The reimbursement amount is \$48,184 on an annual basis.

Val Verde Unified School District has indicated a desire to create a uniform crossing guard program throughout their district including school sites outside of Moreno Valley. This has resulted in a commitment to take over the responsibility of the five crossing guards within the City of Moreno Valley with the costs completely borne by Val Verde School District. This modification will result in a reduction of approximately 4,485 hours of required crossing guard service provided by the City. The remaining annual contract amount required to serve the Moreno Valley Unified School District would be approximately 28,505 hours of crossing guard service.

All City Management Services is still considered the best qualified firm to provide management of the City's Crossing Guard program. All City Management Services has proposed to provide crossing guard services at a rate of \$15.47 per hour for the first three years of the contract. This represents a slight decrease from their original 2012 proposal of \$15.51 per hour. In the 4<sup>th</sup> year of the contract, there will be a 3% cost increase with no further cost escalation in the fifth and final year of the contract.

The hourly rate would be billed for guards manning posts; all other costs (such as equipment and supervisory personnel) are considered overhead and are thus included in the hourly rate. The proposed contractor prices for Moreno Valley are comparable to those being paid by similar agencies. All City Management Services would be responsible to administer the Crossing Guard Program in its entirety, including recruiting, hiring, and supervising the crossing guards, maintaining each assigned post, training each of the guards in accordance with State established standards, and providing daily oversight of the program to ensure the highest quality service is provided to our residents.

The recommended action will result in the layoff of the City's current crossing guard employees (33 regular / 10 alternate guards, one part-time Assistant Supervisor, and one full-time Supervisor). However, as a condition of the RFP, All City Management Services will offer employment to all qualified employees of the City's crossing guard program at their current hourly rate. If the recommendations are approved, the Financial and Management Services Department will administratively make the required funding

adjustments within the program's operating budget to defund the current positions and increase the monies available for professional services as appropriate.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This proposed action is considered to be the best value for the City and therefore staff recommends this alternative.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this action.*
3. Provide additional direction to staff.

### **FISCAL IMPACT**

The Crossing Guard Program is currently funded by Gas Tax (Fund 2000). Outsourcing the crossing guard services to All City Management Services, will result in a reduction of program costs of approximately \$100,119 per year. This amount is based upon actual expenditures for FY 11/12 and is inclusive of expected decreases in workers' compensation / general liabilities, discontinued reimbursement from VVUSD, and continued expenditures for engineering oversight of the program. It should be noted that the savings will be reduced in FY 13/14 due to the one-time cost to pay for accrued annual leave payout for each employee laid off as a result of contracting out the program.

### **CITY COUNCIL GOALS**

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

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

### **SUMMARY**

The Public Works Department staff's evaluation concluded that contracting out the Crossing Guard Program is in the best interest of the City. It allows the City to remain fiscally responsible and yet maintain a high quality crossing guard program that will continue to serve the residents of Moreno Valley.

**ATTACHMENTS**

Attachment 1: Agreement with All City Management Services (To be provided under separate cover)

Attachment 2: PowerPoint Presentation

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

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

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

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**Agreement with All City Management Services**

**(To be provided under separate cover)**

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# Crossing Guard Program Outsourcing

Report of the Public Works Department

City Council Regular Meeting

*July 9, 2013*

-1135-

Item No. G.2

# Background

- **Program employs 45 crossing guards at 32 locations in the City**
  - **28 locations in Moreno Valley Unified School District (MVUSD)**
  - **5 locations in Val Verde Unified School District (VVUSD)**
  - **10 alternate crossing guards**
- **2 Career field supervisors**
  - **1 full-time and 1 part-time**
- **Serves both MVUSD and VVUSD**
- **Managed by the Transportation Engineering Division (TED)**





# Employee Benefits



- **Regular Guards receive:**
  - **Pro-rated CalPERS retirement**
  - **Pro-rated annual leave**
  - **Return pay**
  - **Holiday Pay**
  
- **Career Field Supervisor's**
  - **Crossing Guard Supervisor: full-time career benefits**
  - **Assistant Crossing Guard Supervisor: part-time career benefits.**

# VVUSD UPDATE

- **Val Verde Unified School District recently announced beginning school year 2013-14, they will be providing their own crossing guard services.**
- **This would impact 5 crossing guards, currently serving their locations.**
- **VVUSD's decision would have occurred independent of City's outsourcing plan.**



# Background

- **City Council direction: Balance the budget, be fiscally responsible, and augment street maintenance budget.**
  - **Crossing Guard Program identified as a potential cost saving mechanism.**
  - **Crossing Guard outsourcing offers the City reduced costs, potential savings, and enhance services.**
  - **Outsourcing concept first brought for Council's consideration back in July 2012.**
    - **All City Management Services (ACMS) was selected by staff.**
    - **Council requested additional information.**
    - **Item was tabled to a study session at a later date.**
    - **Council reviewed the item on May 21, 2013 Study Session.**
    - **Council was briefed on pros and cons of outsourcing the program.**



- **ACMS is referred to as “The” Crossing Guard Company service and is its only business.**
  - **Corporate Headquarters located in California.**
  - **Employs over 2,900 crossing guards.**
  - **ACMS has successfully managed over 135 crossing guard programs.**
    - **Immediate goal is to provide a seamless transition from public agency to ACMS.**
  - **28 years of providing crossing guard service.**



# Operational Costs

- **City of Moreno Valley**
  - **\$599,512 based on FY 11-12 figures expended from Gas Tax Funding.**
  - **Crossing Guard staff salaries with benefits:**
    - **Crossing Guard Supervisor- ~ \$55,860**
    - **Assistant Crossing Guard Supervisor- ~ \$49,245**
    - **Crossing Guard- ~\$9.48 to \$13.36/hr**
- **ACMS**
  - **\$440,972 cost to operate program. Price is all inclusive. Includes supervision, liability, equipment, space, training, payroll functions and administrative support, etc.**

# Comparison

- **Ownership and Control of Program**
  - **Remains under City direction**
  - **Policies set by and Council implemented by staff**

**City**

**No change**

**ACMS**

**No Change**

# Comparison

- **Hours of service provided:**
  - **City: 33,350 hrs/year**      **ACMS: No change**
- **Cost of Program:**
  - **City: \$599,512**      **ACMS: \$440,972**
- **Difference:**  
**\$158,540**  
**- 48,184 VVUSD**

**Less approximately \$10,000 for admin costs**

**~\$100,000 program savings**

# Comparison

- **Service Enhancement:**
- **City**
  - One of many tasks handled by Public Works
  - Limited to current guards
  - Safety utmost goal
- **ACMS**
  - Flexibility, large access pool of crossing guards
  - Expertise, providing crossing guard service is all they do.
  - Enhance Safety



# Comparison



- **Staffing at 33 Existing Locations**

**City**

**ACMS**

**No change**

**No Change**

- **Contract requires ACMS to offer employment to existing guards**
- **ACMS, as a practice routinely hires existing staff**

# Status of Employees

- **Employees in CalPERS would not lose any vested credit.**
- **Any leave annual and grandfathered sick leave would be paid-out. (~ \$25,000)**
- **Affected employees would be laid-off from City Services.**
- **Employees will be given offer of employment by vendor at current hourly rate of pay.**

# Summary

## Outsourcing will allow the City to:

- Save **~\$100,000** per year that could augment funding for street maintenance.
- Maintain and/or enhance level of service.
- Reduce City liabilities and insurance premium(s).
- Reallocation of staff's functions, space, computer equipment, storage, etc.
- Overall, maintain public safety.



- **Safety**
- **Services**



- **Costs**
- **Liability**

# Recommendation

- **Authorization to award the contract to All City Management Services.**
- **Authorize the City Manager to execute the agreement with All City Management Services.**
- **Authorize the Public Works Director/City Engineer to execute any subsequent amendments, if needed, subject to the approval of the City Attorney.**

ORDINANCE NO. 866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 6.02 OF CHAPTER 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REFUSE COLLECTION, TRANSFER AND DISPOSAL

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 6.02 of Chapter 6 of Title 1 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"6.02 REFUSE COLLECTION, TRANSFER AND DISPOSAL

6.02.010 Findings.

The city council makes the following findings:

- A. Refuse collection, transfer and disposal services within the city were provided pursuant to nonexclusive permits, all of which expired by their own terms after December 31, 1985.
- B. It is in the best interests of the public health, safety and welfare that refuse collection, transfer and disposal services within the city be provided either by city officers and employees directly, or by exclusive contract with a qualified provider of such services.

6.02.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bins" means those containers provided by the city's franchise hauler for commercial, industrial, construction and multifamily residential uses. Bins are of two types: (i) bins (usually three cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (ii) roll-off bins (usually forty (40) cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

"Bulky Waste" means discarded furniture (including chairs, sofas, and mattresses; rugs); appliances (including refrigerators with freon, ranges, washers, dryers, water heaters, dishwashers, air conditioner units with CFCs, televisions, electronic appliances, small household appliances and other similar items commonly

known as “white goods”), waste tires, and oversized yard waste such as tree trunks and large branches if no larger than two feet (2) in diameter and four feet (4) in length and similar large items discarded from residential service recipients; “Bulky waste” does not include large items such as car bodies, camper shells, mobile homes, trailers, Jacuzzi tubs or spas, or any other item that cannot be safely lifted and collected by one person. In addition, bulky waste do not include any hazardous waste, special waste, or any other item or items that in the future may be banned by regulation.

“City” means the city of Moreno Valley.

“City manager” means the city manager of the city or his duly authorized representative.

“Collector” means, depending upon the context in which used, either the city or a contractor.

“Construction material” means discarded material from the construction or destruction of buildings, roads and bridges, to include concrete, rocks, asphalt, plasterboard, wood, and other related construction material.

“Contractor” means a person, persons, firm or corporation authorized by contract with the city to provide single-family residential, multi-family residential, commercial or industrial (roll-off) refuse collection services within the city.

“Dump or dumping” means placing, depositing, discarding and/or storing of any items of solid waste, hazardous waste, green waste, garbage, special waste, medical waste, rocks, or dirt, or of any vehicles which do not have value beyond scrap value or which are inoperable and unlicensed or which are considered abandoned due to the surrounding conditions.

“Garbage” means the putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of such substance.

“Green waste” means all forms of biodegradable plant material which can be placed in a covered container, such as tree trimmings, grass clippings, etc. Tree stumps and logs are not to be considered green waste unless they are reduced to a chipped form; they shall be considered bulky waste. Biodegradable plant material which is mixed with other kinds of refuse shall not be considered green waste.

“Hazardous waste” means any chemical compound, mixture, substance or article which, if improperly used, handled, transplanted, processed or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment.

“Medical waste” means any materials of whatever nature normally disposed of in

the course of, after, or as a result of any medical treatment or procedures or any administration of any legal or illegal drug or other substance to the body of humans or animals, including without limitation, medicines, syringes, hypodermic needles, body parts or fluids of humans or animals (and any other materials, such as bedding or clothing, containing or having been in contact with body fluids), medical implements, packaging from any such substances or materials, and other related materials, whether or not such items are the result of legal medical treatment or other legal or illegal activities.

“Place” or “premises” means every dwelling house, dwelling unit; apartment house or multiple dwelling building; trailer or mobilehome park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing, or assembling shop or plant; and every other place or premises where any person resides, or any business is carried on or conducted within the city.

“Private premises” means any privately owned real property, together with any structure thereon, whether inhabited or temporarily or continuously uninhabited or vacant, including the yard, grounds, walks, driveway, porch, steps, vestibule or entryway thereof and any off-street parking area.

“Public place” means any and all public streets, sidewalks, gutters, boulevards, alleys or other public rights-of-way and any and all public buildings, parks, squares, grounds and off-street parking areas, and all other publicly owned improved or unimproved real property.

“Recyclable Material” means a commodity which is sold for compensation (i.e. the generator receives a payment from the recycler net of any transportation or processing costs), or given away, but which is not discarded into the waste stream. A Recyclable Material which is not sold for compensation or given away, or which is discarded into the waste stream, loses its character as a Recyclable Material and becomes Recyclable Solid Waste subject to the definition in this code.

“Recyclables Container” shall mean containers provided and owned by city’s franchise hauler for service recipients for the temporary accumulation of Recyclable Solid Waste.

“Recyclable Solid Waste” shall mean Solid Waste which contains Recyclables separated from the remaining Solid Waste stream in Recyclables containers. It includes all those materials to be collected under the city’s existing recycling programs and shall consist of paper, cardboard, glass jars and bottles, aluminum/tin cans and PET (polyethylene terephthalate) and HDPE (high density polyethylene) plastic containers. It shall also include designation recyclable and reusable materials from demolition and construction waste as detailed in chapter 8.80.020 of the Municipal Code. Subject to City Council approval, the scope of this definition may be changed to exclude any of the materials listed above or to include other materials, provided that such changes in scope are made to account for changes in the market for recyclable materials.

“Recyclables” shall mean products or substances, including but not limited to paper, cardboard, metal, glass, plastic, or other substances capable of being re-processed, reused or resold, which have passed through their originally intended usage.

“Rubbish” means nonputrescible, useless, unused, unwanted or discarded material or debris, either combustible or noncombustible, including but not limited to, paper, cardboard, grass, tree or shrub trimmings, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction material and similar material.

“Solid waste” means and includes all putrescible and nonputrescible solid or semisolid wastes (including semiliquid or wet wastes with insufficient moisture so as not to be free flowing), garbage, rubbish, ashes, recyclable solid waste, bulky waste, green waste, demolition and construction wastes and other discarded materials resulting from domestic, institutional, commercial, industrial, agricultural and community operations and activities. It shall not include Special Waste.

“Special waste” means and includes, but is not limited to, flammable waste, liquid waste, sewage sludge, dead animals, manure, radioactive, explosive substances, asbestos, pesticides, herbicides, fungicides, rodenticides and other hazardous materials.

“Standard container” means those containers approved by the city for normal curbside service to single unit residential premises. This includes automated containers as provided by the city’s franchise hauler for collection of acceptable “solid waste”, “recyclable solid waste”, and “green waste”. This definition expressly excludes the use of oil drums, grease barrels, plastic bags and cardboard boxes as collection containers.

#### 6.02.030 Collection services.

A. The city shall provide for and furnish services relating to collection, transfer and disposal of solid waste within and throughout the city. Such services will be furnished either by city officers and employees directly, or by contract agent or agents of the city.

B. By appropriate resolution or contract, the city council may determine that all or part of the solid waste collection, transfer and disposal services shall be provided within the city by the city through its officers and employees or by an exclusive or nonexclusive contract with one or more qualified providers of such services. By the same resolution or contract, the city council may establish classes of recipients of such services and may mandate as to all or less than all of such classes that each member of the class shall make appropriate arrangements for regular solid waste collection services with the city or, when a contract for solid waste collection is in force, with an authorized contractor.

C. Every person having a duty, pursuant to subsection B of this section, to



make or cause to be made arrangements for regular solid waste collection services, shall be liable for payment of the appropriate service fees and charges therefor to the same extent and at the same times, irrespective of whether the person has or has not made the appropriate arrangements for collection services in compliance with such resolution or contract. Whenever the fees or charges for such services have not been paid when due, all of the persons mentioned in Section 6.02.040(B) shall be jointly and severally liable for payment thereof (together with any applicable penalties and interest) irrespective of which person may have made any existing arrangements for collection services; provided, that an occupant of only a portion of a parcel of real property or premises shall be deemed liable only for the fees or charges, or portion thereof, attributable to collection services for refuse produced or to be produced or accumulated or to be accumulated by the occupant, and also upon all portions of the property occupied by the occupant.

D. Notwithstanding the foregoing provisions of this section relating to which persons are liable for payments for refuse collection services, pursuant to Sections 5473 and 5473a of the California Health and Safety Code, the city elects to have delinquent and unpaid fees and charges collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, its general taxes. Delinquent and unpaid fees or charges shall mean those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date.

E. The procedure for collecting delinquent and unpaid fees and charges on the tax roll shall be as follows:

1. City may cause a written report to be prepared each year and filed with the clerk which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by this chapter. In addition to delinquent fees and charges, the amount may also include a ten (10) percent basic penalty for nonpayment of those fees and charges and, in addition, a penalty of one and one-half percent per month for nonpayment of those fees, charges and the basic penalty.

2. On or before August 10th of each year following the final determination of the delinquent charges, the city clerk shall file with the county auditor a copy of the report prepared with a statement endorsed on the report over his or her signature that the report has been finally adopted by the city council. (Ord. 524 § 1.2, 1997; Ord. 399 § 1.1, 1993; Ord. 361 §§ 1.1, 1.2, 1992; Ord. 54 § 1.1 (part), 1986)

#### 6.02.040 Public nuisance.

A. It is unlawful, and a public nuisance, for any person to occupy or inhabit any property within the city for which appropriate arrangements have not been made and kept in full force and effect for regular solid waste collection services, in compliance

with Section 6.02.030(A) and (B).

B. An occupant of property shall be deemed to have complied with Section 6.02.030(A) and (B) if the owner of the property has caused to be made such appropriate arrangements for collection of solid waste upon all portions of the property occupied by the occupant. An owner of property shall be deemed to have complied with Section 6.02.030(A) and (B) if an occupant or occupants has or have caused to be made such appropriate arrangements for collection of all refuse upon all portions of the property. (Ord. 54 § 1.1 (part), 1986)

#### 6.02.050 Containers.

A. It is the duty of every person in possession, charge or control of any place within the city, in or from which solid waste accumulates or is produced, to provide, and at all times to keep in a suitable place readily accessible to the collector, containers capable of holding without spilling all solid waste which would ordinarily accumulate on the premises between the time of two successive collections. At the time of collection, no containers to be emptied shall be located inside locked gates or doors or in a fenced or enclosed area used to restrain animals.

B. Every person in charge of a residence, commercial or industrial business shall deposit or cause to be deposited all solid waste in standard containers or commercial bins as approved by the city manager and the collector. No person shall maintain or place for collection any container not in conformance with the standard container designated in this section. Residences and dwelling units who have self-haul permits must furnish their own containers and shall be responsible for their maintenance, cleanliness and replacement. No container shall be placed adjacent to a street or public right-of-way for collection service more than twelve (12) hours prior to the normal collection time and shall be removed from the street or right-of-way location within twelve (12) hours after collection.

C. All persons in possession of any place within the city shall store standard containers or commercial bins on their properties, when not placed for collection, in a manner which will be screened from public view and which will not allow such containers or bins to roll, fall or protrude onto the public streets, sidewalks or alleys of the city. Any standard container or commercial bin which partially or wholly blocks or obstructs any public street, sidewalk or alley in violation of the foregoing requirement is a nuisance abatable under Section 1.01.250 and shall also subject the person responsible therefor, whether or not the owners thereof, to punishment under Section 1.01.200 et seq., whenever the standard container or commercial bin was placed in the public street, alley or sidewalk as a result of the intent or negligence of the person charged with the violation of this section. An exemption may be allowed to the requirement that commercial recycling bins be stored in a manner which will screen them from public view. In cases where existing trash enclosures do not allow adequate space to maintain two bins or in such cases where a commercial property has no existing trash enclosure. However, in no event will any exemption be allowed to the requirement that commercial bins be stored in a manner that will not allow such

containers to roll, fall, or protrude onto the public streets, sidewalks, or alleys of the City. Bins covered by this exemption shall be placed in such a manner as to minimize visibility from public view. Any such exemptions will be evaluated at such time that a property owner files for a major entitlement or the buildings on the property are expanded over 50%. In such cases, a condition of approval may be placed on the property to build larger enclosure(s) to accommodate both a trash and recycling bin.

D. It is unlawful for any person to place solid waste in, or to otherwise use the solid waste containers of another person, without the permission of such other person. (Ord. 324 § 1.1, 1991; Ord. 54 § 1.1 (part), 1986)

#### 6.02.060 Frequency of collection.

A. Every person in charge of a residence or residences, whether single-family, multiple-family, commercial or industrial buildings, shall make arrangements with the collector, to have removed, not less than once a week, from the property upon which the residence, residences, commercial buildings, or industrial buildings are located, all solid waste created or produced or brought upon the premises. This provision, however, will not apply to food handling establishments, from which solid waste shall be removed or caused to be removed not less than twice a week. (Ord. 54 § 1.1 (part), 1986)

B. Every person, industrial or commercial customer shall have adequate services, as it pertains to the number/size of standard containers/bin(s) and the frequency of collection, and materials which are contained within the standard containers/bin(s) without causing an overflow of materials and meets the needs of the generation of waste produced.

#### 6.02.070 Unlawful and prohibited acts.

A. The keeping of solid waste in containers other than those prescribed by this chapter, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances. Section 6.02.070, paragraph A, shall not, however, be deemed to apply to any persons operating under a valid self-haul permit.

B. The keeping upon premises of solid waste which is offensive, obnoxious or unsanitary is unlawful, constitutes a public nuisance and may be abated in the manner now or hereafter provided by law for the abatement of nuisances.

C. It is unlawful for any person other than the person in charge of a residential, institutional, commercial, industrial or other premises or the person authorized by law to remove any container from the location where the container was placed by the person in charge for storage or collection, to remove any solid waste from the location in which the solid waste was placed by the person in charge for storage or collection, without prior written approval of the person in charge of such premises.

D. No person shall place solid waste adjacent to or on a street or public right-of-way for collection or removal purposes without prior approval and arrangements with the collector.

E. It is unlawful for any person to place or deposit institutional, commercial or industrial solid waste in any container placed upon the public street by public authority, and meant primarily for the disposal of solid waste by pedestrians using the sidewalk.

F. No person shall burn any solid waste within the city, except in an approved incinerator or other device for which a permit has been issued by the building official, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, and rules and regulations.

G. At such times as there is in force a contract entered into by the City with any contractor for the collection and disposal of solid waste of the City or its inhabitants, it is unlawful for any person other than the contractor or his agents and employees, to collect any solid waste for hire within the City. Additionally it is unlawful to place and/or maintain any container for the purpose of collecting solid waste for hire within the City. This section shall not, however, be deemed to apply to persons holding a valid City business license to engage in the removal of special wastes, or large or oversized items of solid waste, or to a contractor completing public improvement or utility work within existing public right-of-way and/or easements, or in cases where the placement of a stationary bin is not feasible due to project scope and/or operations, or in cases where the materials that the owner seeks to recycle are not recyclable by the franchised waste hauler, as determined by the City Manager or his or her designee.

H. It is unlawful for any person, other than the owner thereof, the owner's agents or employees, an authorized officer or employee of the city, or an authorized person employed by or representing a company holding a contract issued pursuant to this chapter, to do any of the following:

1. To take, remove or appropriate for his or her own use any salvageable, recyclable or other collected solid waste, or property which the owner discarded which has been placed in any street or alley for collection or removal, whether or not the solid waste has been placed in recycling or other permissible containers;
2. To take, damage or appropriate for his or her own use any container which has been placed in any street or alley for use in the collection of salvageable, recyclable or other solid waste.

#### 6.02.075 Illegal dumping prohibited—Misdemeanor.

A. No person shall engage in dumping on any private premises owned, possessed or controlled by any other person without the consent of that other person,

nor shall any person engage in dumping in or on public places, except in permissible receptacles, as provided under this chapter for lawful pickup and disposal.

B. Dumping prohibited under this section, and the accumulation of any materials dumped upon any public or private property, are hereby declared to be public nuisances and may be abated as such pursuant to applicable provisions of this code and state law. The perpetrator of any dumping, as well as the owner of any private property subject to such abatement, shall be liable to the city for the costs of cleanup and abatement. Any such costs assessed to the owner of any private property upon which the abatement took place shall become a lien upon that property in accordance with applicable law.

C. Costs of abatement are in addition to any fine imposed upon conviction and are due and payable upon receipt of a written statement from the city setting forth such costs. Such costs under this chapter are a debt owing to the city and may be collected in the same manner as any other debt.

D. If a violation of this section presents an emergency condition which presents an imminent health and safety hazard to the citizens of the city in the reasonable judgment of the director of community development or his or her deputy appointed for such purposes, the director or his/her duly appointed representative may order the property owner to immediately abate such conditions or order immediately emergency abatement by the city. (Ord. 694 § 1.1 (part), 2005; Ord. 614 § 1 (part), 2002)

#### 6.02.080 Special collections.

Subscribers to a solid waste disposal service may order special collections of such things as landscape trimmings, discarded furniture, and other items too large to fit in standard containers, subject to rates which have been established from time to time by the city council. (Ord. 54 § 1.1 (part), 1986)

#### 6.02.090 Rates and schedules.

The city council shall establish by appropriate contract or resolution, the rate and collection schedules for solid waste collection services within the city. (Ord. 54 § 1.1 (part), 1986)

#### 6.02.100 Collection equipment.

A. Each contractor shall provide sufficient collection equipment in accordance with the terms of the contract with the city authorizing such contractor to provide collection, transfer and disposal services.

B. Trucks used for the collection or transportation of solid waste shall be leakproof and equipped with a close-fitting cover which shall be affixed in a manner that

will prevent spilling, dropping or blowing of any solid waste upon the public right-of-way during collection or transportation.

C. All trucks used for collection or transportation of solid waste shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

D. The owner of each truck used for collection or transportation of solid waste shall have the owner's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

E. All solid waste conveying trucks, tanks, containers and other solid waste receptacles shall be cleaned and disinfected both on the inside and outside thereof at least once daily, and at all times shall be kept free from any solid waste on the outside thereof.

F. The collector shall maintain in good repair all containers furnished to commercial, industrial and institutional customers. (Ord. 54 § 1.1 (part), 1986)

#### 6.02.110 Self-haulers.

Each person who is authorized to remove solid waste from his own premises shall deposit such solid waste only at authorized disposal or dumping sites and shall not deposit, leave, dump, drop, place or otherwise dispose of such solid waste upon any street, alley, waterway or other unauthorized lot or land within the city. (Ord. 54 § 1.1 (part), 1986)

#### 6.02.111 Self hauling permit.

A. Any person in charge of a single-family residence desiring a self hauling permit to remove solid waste from his own premises shall obtain a permit from the city public works department, which shall issue such permit upon the payment of a fee as authorized by resolution of the city council, upon the showing that the proposed permittee owns an enclosed pickup truck or similar enclosed vehicle, and demonstrates proof of permittee's compliance with this chapter by providing weekly receipts from any County of Riverside landfill or other Riverside County licensed/permitted disposal facilities on a quarterly basis. The permit shall be subject to revocation if there be any violation of this chapter. The permittee shall have the right to dispute the revocation by an appeal to the director of public works or his designee within ten (10) calendar days notice of the proposed revocation. The decision of the director or his designee shall be final.

B. Any governmental agency which is located within the city and which demonstrates that it has the appropriate equipment to haul solid waste may be granted a self-haul permit. The city shall retain the right to request proof of the quantity, and proper handling (e.g., Riverside County landfill receipts), of the solid waste by such

governmental agency, as well as other statistical information necessary for the city's reporting requirements. This provision does not extend the right of any government agency to contract with an independent contractor, other than the city-approved contractor, to provide services under a self-haul permit. (Ord. 524 § 1.3, 1997: Ord. 337 § 1, 1991: Ord. 54 § 1.1 (part), 1986)

#### 6.02.120 Audit of contractor's records.

Whenever the city enters into a contract which requires payments to be made to the city by the contractor a part of the consideration for authorizing the contractor to furnish solid waste collection services within the city, and whether or not such contract so provides, the payment shall be accompanied by a financial report on a form provided by the city manager covering the period of time related to the payment. The city manager may inspect the financial records of the contractor at any reasonable time in order to verify the contractor's financial report or may require the contractor to provide an audited financial report prepared by a certified public accountant. (Ord. 54 § 1.1 (part), 1986)

#### 6.02.130 Illegal Hauling Provisions and Procedures

A. Any container not owned, placed, and serviced by the City's franchise hauler that is placed within the right-of-way, on private property, or on public property, for the purpose of collection of solid waste will be prima facie evidence of the owner of such containers engaging in the prohibited act of collecting solid waste for hire while a contract is in force with the City and a franchiser hauler for the collection and disposal of solid waste. Any such containers associated with the prohibited act of collecting solid waste for hire are considered a public nuisance and shall be subject to removal. The City will make a determination based on prima facie evidence that a contract for service is in effect if a container not owned by the City's franchise waste hauler is placed on private property or within the right-of-way. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection warrant and proper notice must be obtained as required by law.

B. The City Manager or his or her designee may cause the posting of a Notice to Remove, in a conspicuous place, on any container placed on any public or private property that is used for or is ancillary to any act in violation of any provision of this Chapter. Notices to Remove posted pursuant to the provisions of this section shall specify the nature of the violation and shall state that the container must be removed within three (3) calendar days from the date the notice is posted on the container or it may be removed and stored by the City or its designee, and the contents disposed of, at the expense of the owner of the container. The posting of a Notice to Remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the container.

C. Independent of any criminal prosecution or the results thereof, the City is authorized and empowered to impound any unauthorized solid waste or recycling container to enforce the provisions in this Chapter. In carrying out a removal, the City shall follow the procedure established in this section.

D. If the container is not removed within three (3) calendar days after the posting or issuance of a Notice to Remove, the City Manager, or his or her designee, may direct the removal and storage of the container and the disposal of its contents by either the City or its designee. The City may employ the services of its franchise waste hauler or any other contractor properly equipped to remove said containers. No party, including the franchise waste hauler, shall remove a container without prior written authorization from the City Manager or his or her designee. Any person whose duty it is to enforce the provisions of this chapter may enter upon private property with the consent of the property owner, tenant or occupier, or by authority of a warrant, or without consent or a warrant if exigent circumstances exist.

E. In the event that a container is removed by the City and the identity of the owner of the container is known to the City Manager or its designee, the City Manager or its designee shall promptly cause notice to be issued to the owner by first class mail to claim the stored property. After a container has been removed by the City pursuant to a notice to remove, and following 3 calendar days after the mailing of written notice, the owner thereof shall be deemed to have actual notice of the provisions of this section. This notice requirement is not applicable in the event that the identity of the owner of the container cannot be determined following reasonable efforts by the City Manager or its designee to establish identity. If the container is not claimed within thirty (30) calendar days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly. The owner of any container may appeal the actions of the City Manager or its designee in removing a container, or the imposition or amount of any costs, in accordance with Sections 6.04.090.

F. In the event of a subsequent placement of a container owned by the same owner in violation of this Chapter, the City Manager or its designee may immediately, without the giving of notice under subsections B, direct the removal and storage of the unlawfully placed container and shall, in such case, give notice to the owner to claim the container. If the container is not claimed within thirty (30) days after removal and notice to the owner, if the identity of the owner is known, the container shall be deemed abandoned property and may be disposed of accordingly.

G. If the contents of the collection container include the presence of biodegradable wastes, hazardous constituents, or other environmental or sanitary threats, the City Manager may order the immediate appropriate disposition of the contents so as to protect the public's health and safety, and the container's owner shall be liable for the costs and fees of disposal.



H. No container shall be released to its owner except upon written authorization of the City Manager or his or her designee. The owner of the container shall be responsible for payment of all related fines and to reimburse the City for the actual costs of the removal, storage and disposal of contents, and in addition any administrative and ancillary fees established by resolution of the City Council. All amounts due to the City, shall constitute a civil debt owed to the City by the owner, who shall be liable therefore in an action by the City or its designee for the recovery of such amounts. Notwithstanding the above, the City Manager or his or her designee may direct the release of a container without payment of costs or fees in the event that a determination is made that significant mitigating circumstances exist that relieve the owner of the container from the responsibility of the container being placed on private property or within the right-of-way for the apparent purpose of collecting solid waste for hire.

6.02.140 Penalties

Any person who violates any provision of this Chapter shall be guilty of an infraction or a misdemeanor in accordance with the provision of Section 1.01.200 and upon conviction of such violation shall be punished in accordance with the provisions of Sections 1.01.230(A) and 1.01.230(B). (Ord. 383 § 1.1, 1992: Ord. 54 § 1.1 (part), 1986)

SECTION 2 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 3 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 9th day of July, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**ORDINANCE JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 866 had its first reading on June 25<sup>th</sup>, 2013 and had its second reading on July 9<sup>th</sup>, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 9<sup>th</sup> day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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CITY CLERK

(SEAL)